

Request for Proposal (RFP) of Assessing Services  
Under Act 206 of 1893, General Property Tax Act

PROPOSED ASSESSMENT CONTRACT  
FOR CITY OF LATHRUP VILLAGE, OAKLAND COUNTY, MICHIGAN

WHEREAS, City of Lathrup Village, hereinafter referred to as “City”, with its principal offices located at 27400 Southfield Road, Lathrup Village, Michigan, 48076, is interested in having all real property and personal property assessed and an assessment roll produced and maintained on an annual basis.

WHEREAS, City of Southfield, hereinafter referred to as “Southfield”, and Justin E. Prybylski, MMAO(4), City Assessor for the City of Southfield, with a principal office located at 26000 Evergreen Road, Southfield, Michigan, 48076, hereinafter referred to as the “Assessor”, is interested in the contract for shared assessment and maintenance work for City property effective July 1, 2025;

IT IS THEREFORE AGREED:

1. The Assessor agrees to plan, administer, and provide oversight and overall supervision of preparation of the annual assessment roll. The Assessor will also complete all property appraisal programs for assessment purposes; by supplying appropriate staffing to complete all processes that are necessary to complete and maintain the annual assessment roll. These assessment services will be shared with the Southfield City Assessor and another Southfield employee, as necessary.
2. The Assessor will follow all policies and procedures in determination of true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, Justin E. Prybylski, Michigan Master Assessing Officer(4) shall act as the assessor of record and supervise the preparation of the 2026, 2027, and 2028 assessment rolls, utilizing the services and personnel proposed herein. The Assessor will also utilize a Southfield City employee as partner, certified as either a Michigan Certified Assessing Officer(2) or a Michigan Advanced Assessing Officer MAAO(3), to complete the scope of work contained herein.
3. The Assessor agrees to respond to inquiries and requests for assessment information from the public by phone, forwarding all calls directly to the Assessor’s mobile phone. The City agrees to allow remote access to the Assessor and Southfield City employee acting as partner under this agreement, for database maintenance and workload. The City agrees to provide office space within the City Hall, or other City owned buildings, for the completion of the terms of this contract, as necessary. The office space shall be made available so as to not impede the performance of the department. Any days in which the Assessor is scheduled to be in the office but the office is closed due to

holidays, acts of God, mandated closures related to pandemic or disease, educational purposes, or any other causes beyond the control of the Assessor, shall be considered included within the hours to complete this agreement. The purpose of office hours are:

- To meet with City staff to answer questions and give advice;
  - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
  - Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
  - To perform certain other functions as described herein.
4. The Assessor agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department. The Assessor agrees to make in person office hours available, at the City Hall, at minimum of four (4) hours biweekly.
  5. The Assessor agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The Assessor shall be available to defend all assessments to the MTT, as needed during this contract. The Assessor agrees to advise the City's legal counsel of any known possible MTT claims and to consult with the City's legal counsel regarding settlement possibilities.
  6. The City agrees that responses, including answers and motions, to the Entire Division of the MTT shall be prepared by the Assessor. The Assessor will then work to defend the City's interest in the property value under appeal, and as on the assessment roll for the year in contention, and the City agrees to provide full cooperation with the Assessor. Should the appeal need to escalate to trial, requiring expert witnesses and/or preparation of respondent's valuations disclosures or a private appraisal, the Assessor shall notify the City's legal counsel of such requirement and proceed in an agreed manner that is in compliance with the City's Charter and other applicable laws, ordinances, or guidelines of the City.
  7. The Assessor agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Assessor throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Assessor agrees to perform the duties of the certifying assessor for said City including but not limited to;
    - Inspection, revision, and re-evaluation of property record cards with new construction, demolition, and property splits.
    - Perform neighborhood market studies and land value analyses throughout the term of this contract.

- Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
  - Provide digital photographs of all properties visited for maintenance purposes.
  - Working with the City Building Department to ensure all new property is equitably assessed.
  - Prepare all new property record cards in compliance with State tax Commission requirements.
  - Attend, prepare, and work with all Boards of Review.
  - Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
8. The Assessor agrees to meet with the City Manager and/or other designated staff of the City to review progress that the Assessor has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition, the Assessor will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.
  9. The City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation with the Assessor in completion of the herein-stated services.
  10. The Assessor shall be liable to the City, and hereby agrees to indemnify and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Assessor or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

Southfield will carry the following insurance coverage at all times during this agreement:

- a. Comprehensive general liability insurance covering the Assessor and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.
- b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Assessor, as required by Worker's Disability Compensation Act of State of Michigan.
- c. The Assessor shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it can not be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Assessor and seek indemnification from Assessor as a result thereof, under no circumstance shall the Assessor's cumulative

liability to the City or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Assessor shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

11. The Assessor shall not be held liable for any damages caused by strikes, explosions, war, pandemic or disease, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Assessor that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from the City of Southfield.
12. The City and Assessor agree that the relationship of the City and Assessor is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
13. In the event that the Assessor shall not be in substantial compliance with the terms of this agreement, the City shall give the Assessor written notice of said breach and thirty (30) days to cure the breach. If the Assessor fails to cure the breach within thirty (30) days after such notice, the City may terminate this Contract immediately without further notice or liability to the Assessor, other than for permitted fees and expenses accrued through the date of termination.
14. The City and Assessor agree that the Assessor shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.
15. The City agrees to pay the Assessor as follows;
  - July 1, 2025, to June 30, 2026.....\$ 50,000 annually (\$22.95 per parcel)
  - July 1, 2026, to June 30, 2027.....\$ 50,000 annually (\$22.95 per parcel)
  - July 1, 2027, to June 30, 2028.....\$ 50,000 annually (\$22.95 per parcel)

The payments shall be issued in one (1) installment due on the first (1<sup>st</sup>) day of the beginning of each year of the contract, July 1<sup>st</sup>.

The City's representation for all Michigan Tax Tribunal petitions in the Entire Division of the MTT and not in the Small Claims Division, shall be provided by the Assessor. Should an appeal escalate to need legal representation, that possesses experience in the representation of municipalities before the Michigan Tax Tribunal the Assessor would inform the City and the parties would seek legal representation through the bid process. Legal representation before the Michigan Tax Tribunal can range from \$150 to \$300/hourly.

16. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.

17. The City and Assessor agree that the term of this contract shall begin July 1, 2025, and expire June 30, 2028. The term of this agreement may be extended by amendment, if mutually agreed upon in writing by each party.
18. The City and Assessor agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.
19. The Assessor agrees that in the performance of this contract neither the Assessor nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Assessor will in all solicitations or advertisements for employees placed by or on behalf of the Assessor state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.
20. The Assessor shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other signed documents.
21. The City agrees the Mayor and Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

WITNESSES:

CITY OF SOUTHFIELD:

By: \_\_\_\_\_  
Justin E. Prybylski, ASSESSOR  
City of Southfield

By: \_\_\_\_\_  
Frederick Zorn, CITY ADMINISTRATOR  
City of Southfield

WITNESSES:

CITY OF LATHRUP VILLAGE:

By: \_\_\_\_\_  
Kelly Garrett, MAYOR  
City of Lathrup Village

By: \_\_\_\_\_  
Alisa Emanuel, CLERK  
City of Lathrup Village

STATE OF MICHIGAN            )  
  )ss  
COUNTY OF WAYNE         )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Justin E. Prybylski, Assessor for the City of Southfield, known to me to be the person whose name is subscribed to on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

\_\_\_\_\_  
NOTARY PUBLIC  
  
\_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN            )

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COUNTY OF OAKLAND         )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kelly Garrett, Mayor for City of Lathrup Village, and Alisa Emanuel, Clerk for City of Lathrup Village, a Municipal Corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Michigan, known to me to be the persons who executed the foregoing instrument of writing on behalf of said Municipal Corporation, and such persons duly acknowledged the execution of the same to be their act and deed of said Municipal Corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_