

AGREEMENT FOR APPRAISAL SERVICES FOR RESIDENTIAL PROPERTY

This Agreement is made and entered into by and between CARROLL COUNTY, GEORGIA, acting by and through its Board of Commissioners (the "County") and TECHNICAL APPRAISAL SERVICES OF GEORGIA, INC., a Georgia corporation ("TAS").

1. **Services.** TAS agrees to perform the following services for residential properties identified by the County:

(a) TAS will review up to 9,500 parcels, but not less than 9,000 parcels, identified by the County each year during the term of this Agreement.

(b) Conduct a physical field review and walk around the property.

(c) Review physical attributes including but not limited to: grade, condition, and depreciation.

(d) Non-returned real property will be measured and recorded for taxation.

(e) Review property record cards and correct any discrepancies from existing property record cards and the field review.

(f) Take a photo of the front and rear sides of the main structures and photo of the front of any additional accessories.

(g) If the County has performed a field review of a parcel within the last twelve (12) months and it is determined that correction of the records is not required after review, the field review will only require that TAS drive by the parcels and take a front photo of the main structure.

(h) TAS is responsible for all data entry necessary resulting from the review and will perform the data entry remotely off site.

(i) A progress report will be delivered to the County and Chief Appraiser with each monthly billing no later than the second Tuesday of each month. The report will identify the work completed for that billing period. Only files completed at time of billing will be invoiced to the County. TAS will provide additional reports and records upon request of the County.

(j) TAS will complete services for at least 50% of identified parcels prior to December 15, 2022, and will complete services for 100% of identified parcels by April 15, 2023.

(k) TAS will provide copies of resumes of any employees it proposes to perform the services. The County may request the replacement of employees assigned to the County's account, and such request shall not be unreasonably denied.

2. **Cost of Services:** The cost for providing the services in this Agreement shall be as listed below:

- (a) Parcels that require a walk around field review \$20.00 per parcel
- (b) Parcels that need only a drive-by \$12.00 per parcel
- (c) Remote Data Entry on Reviewed Parcels \$2.00 per parcel

3. **Compliance with Laws:** The services of TAS shall be performed in compliance with all laws and regulations, including but not limited to the Georgia Department of Revenue rules and regulations, Appraisal Procedures Manual, policies and procedures of the County and the Board of Tax Assessors, and instructions from the Chief Appraiser.

4. **Term.** The term of this Agreement shall begin on July 1, 2022 and end on June 30, 2023. The County, at its discretion, may renew the term of this Agreement for up to two additional one year periods with the same number or additional parcels to be reviewed at the same rates set forth in Section 2 above.

5. **Termination:**

(a) The County or the Company may terminate this Agreement with a thirty (30) day written notice to the other party. The Company will only be owed compensation for services provided prior to termination of the Agreement.

(b) In the event that the Company breaches any term or condition of the Agreement or any other event occurs which demonstrates a reasonable likelihood that the Company is unable or unwilling to fulfill its obligations under the Agreement, the County shall be entitled to immediately terminate the Agreement. In the alternative, the County, in its sole discretion, may provide the Company with thirty (30) days written notice that the Company may avoid termination of the agreement by curing, to the satisfaction of the County, the breach(es) identified in the written notice within a specified period not to exceed thirty (30) days. Any allowance by the County of an opportunity for the Company to cure a specific breach shall not operate as a waiver by the County of its right to refuse such an opportunity to cure in the event of any other breach, and shall not establish any course of dealing or performance between the parties.

(c) The County may terminate the Agreement, in whole or in part, by written notice to the Company and may regard the Company in default of the Agreement if the Company becomes: insolvent; makes a general assignment for the benefit of creditors; files a voluntary petition of bankruptcy; suffers or permits the appointment of a receiver for its business or assets; becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or has wound up or liquidated, voluntarily or otherwise.

(d) The County may terminate the Agreement, in whole or in part, immediately, without notice, if the Company is debarred or suspended from performing services on any public agreements.

(e) Upon the termination for any reason or expiration of the Agreement, the Company promptly must return to County all papers, materials and other property of County then in its possession, including but not limited to all work in progress as is appropriate in its then existing form (all digital data owned by the County) to the County.

6. **Invoices:** Invoices will be billed on a monthly basis and approved by the Board of Assessors and the County. Invoices shall be due within fifteen (15) days after approval. TAS waives its right to seek payment for additional services, unless such services are expressly authorized in writing by the County prior to TAS's commencement of such services.

7. **Insurance:** During the term of this Agreement, the Company shall maintain General Liability Coverage in the amount of at least \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate; professional liability insurance in the amount of \$1,000,000.00 per occurrence; automobile insurance in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in aggregate; and workers' compensation coverage in the amounts required by law. The County and the Carroll County Board of Assessors shall be named as additional insureds on such policies. Upon execution of this Agreement, the Company shall provide certificates of insurance evidencing compliance with the requirements of this provision. The Company shall provide copies of the insurance policies upon the request of the County.

8. **Immigration Law Compliance:** Upon execution of this Agreement, Company shall provide the County with all required affidavits of compliance with the State of Georgia Immigration law.

9. **Fiscal Year Funding:** If the County elects to renew the term of the Agreement pursuant to Section 4 above, the services performed under the Agreement may be continued in

succeeding fiscal years for the term of the Agreement, contingent upon funds being appropriated by the County or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the Agreement shall terminate without penalty on June 30. After that date, the Agreement becomes of no effect and is null and void. Non-appropriation or non-funding shall not be considered an event of default.

10. **Indemnification:** The Company shall hold the County, the Board of Assessors, and their elected officials, board members, officers, employees and agents (the "Indemnified Parties") harmless and indemnify the Indemnified Parties against any and all debts, obligations, costs, expenses, fines, penalties and damages, including attorney's fees, arising from any claims or causes of action, whether in law or equity or sounding in Agreement, tort or otherwise, which may be asserted against the Indemnified Parties, arising out of or occurring in connection with Company's negligence, willful misconduct, or breach of this Agreement.

11. **Assignment:** This Agreement and the obligations hereunder may not be subAgreemented, assigned or transferred in whole or in part by Company and any such holder without the written consent of County.

12. **Modification:** No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both County and Company.

13. **Notices:** Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, of overnight mail to the other party at the other party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this Paragraph.

Technical Appraisal Services of Georgia, Inc.
1200 Riverside Drive, Suite C
Macon, Georgia 31208
Attn: President
Email: tas_ga@hotmail.com

Carroll County, Georgia
Attn: Chairman, Board of Commissioners
Historic Court House
323 Newnan Street
Room 200
Carrollton, Georgia 30117

With a copy to:
Carroll County Board of Assessors
Attn: Chief Appraiser
423 College Street
Carrollton, Georgia 30117
Email: hsparks@carrollcountyga.com

14. **Parties Bound:** This Agreement shall be binding on and inure to the benefit of the contracting parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

15. **Governing Law; Jurisdiction:** This Agreement shall be construed under and in accordance with the laws of the State of Georgia and the parties hereto agree to submit to the jurisdiction of the Superior Court of Carroll County, Georgia.

16. **Legal Construction:** If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the provision had never been contained in it.

17. **Headings:** The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

18. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, duly authorized officers of the parties have executed this Agreement under seal.

Technical Appraisal Services of Georgia, Inc.

By: _____
Melzar Nye
President and CEO

Attest: _____
Secretary

(Corporate Seal)

Date: _____

CARROLL COUNTY, GEORGIA

By: _____
Michelle Morgan, Chairman
Board of Commissioners

Attest: _____
Clerk

(County Seal)

CARROLL COUNTY BOARD OF ASSESSORS

By: _____
Chairman

Attest: _____
Clerk

Approved by: _____
Chief Appraiser

Date: _____