

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH INTEGRITY APPRAISAL SERVICES, INC. FOR APPRAISAL SERVICES, AUDITOR

WHEREAS, David Thomas, Ashtabula County Auditor has presented a Professional Services Agreement for the approval of the Board, to-wit:

- Provider:** Integrity Appraisal Services, Inc., 5211 Mahoning Ave., Suite 230, Austintown, OH 44515
- Scope:** the annual appraisal of certain new properties and maintenance of appraisal records for the three (3) year period encompassing the Tax Lien Dates of 1/1/24; 1/1/25 and 1/1/26.
- Cost:** **Not to Exceed, \$123,750.00 (\$41,250)**
- Term:** 3 year term, work completed in time for the orderly preparation of the 2024, 2025, and 2026 Tax list and duplicate by the County Auditor; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Professional Services Agreement noted above is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED, that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-170

March 26, 2024

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
INTEGRITY APPRAISAL SERVICES, INC. FOR APPRAISAL SERVICES, AUDITOR**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Crystal Sturgill
Crystal Sturgill, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

Acting

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 20th day of March 2024, by and between Integrity Appraisal Services, Inc. ("CONSULTANT") and Ashtabula County Board of Commissioners ("ASHTABULA COUNTY" or "County"), for professional and related services to be provided to ASHTABULA COUNTY.

I. SCOPE OF SERVICES

CONSULTANT shall provide to ASHTABULA COUNTY services as set forth in Exhibit A, "Scope of Services," attached hereto (the "Services"), which upon acceptance by ASHTABULA COUNTY shall be governed by the terms of this agreement.

II. FEES FOR SERVICES

For services provided by CONSULTANT to ASHTABULA COUNTY pursuant to this Agreement, ASHTABULA COUNTY shall pay CONSULTANT in accordance with the rates and charges set forth in Exhibit B, "Fees for Services," attached hereto.

III. BILLING AND PAYMENT

CONSULTANT shall submit a monthly statement to ASHTABULA COUNTY setting forth the amount due for services and itemizing amounts due for expenses. ASHTABULA COUNTY shall pay the full amount of such statement within thirty (30) days after receipt.

IV. INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to ASHTABULA COUNTY as an independent contractor, not as an employee of ASHTABULA COUNTY. CONSULTANT shall not have or claim any right arising from employee status.

V. TERM

The term of this Agreement shall begin on date set forth above and continue until December 31, 2024. In the event that CONSULTANT for any reason is unable to complete the Services by the end of the term, then CONSULTANT shall immediately notify ASHTABULA COUNTY and shall appear before ASHTABULA COUNTY to explain, under oath, the reason or reasons it is unable to start the appraisal.

VI. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this Agreement, ASHTABULA COUNTY may terminate this Agreement at any time with or without cause by giving thirty days' written notice to CONSULTANT.

Upon termination of this Agreement, CONSULTANT shall have no further obligation to provide services to ASHTABULA COUNTY. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT immediately shall cease incurring project costs and shall render a final bill for services to ASHTABULA COUNTY.

VII. WARRANTY

CONSULTANT warrants that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform the Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Services in accordance with this Agreement; and (b) the Services will be performed in a good, diligent, workmanlike manner in accordance with industry standards.

VIII. INSURANCE

(a) **General Liability Coverage.** CONSULTANT shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.

ASHTABULA COUNTY, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement.

(b) **Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) **Workers' Compensation.** CONSULTANT shall maintain workers' compensation coverage as required by Ohio law.

(d) **Professional Liability.** CONSULTANT shall maintain professional errors and omissions liability insurance with a limit of not less than \$2,000,000 each occurrence.

(e) **Proof of Insurance.** Prior to the commencement of any work under this Agreement, CONSULTANT shall furnish the ASHTABULA COUNTY with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days' prior written notice to ASHTABULA COUNTY. CONSULTANT will replace certificates for any insurance expiring prior to completion of work under this Agreement.

IX. LIABILITY

(a) CONSULTANT shall indemnify and hold harmless ASHTABULA COUNTY, its directors, officers, partners, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, for which CONSULTANT is determined to be legally liable resulting from negligent acts, errors, or omissions by CONSULTANT, its directors, officers, agents, and employees in performance of services pursuant to this Agreement.

X. CONFIDENTIALITY

Any information and materials disclosed by or on behalf of ASHTABULA COUNTY to CONSULTANT in connection with this Agreement that is reasonably considered to be confidential ("Confidential Information") should be kept in confidence and used by the CONSULTANT only for the purpose of this Agreement. Unless required by court order, law or regulation, CONSULTANT agrees not to disclose the ASHTABULA COUNTY's Confidential Information to third parties except as necessary for the performance of this Agreement and under an agreement by which the third party is to be bound by the obligations of this confidentiality clause. This provision shall survive termination of this Agreement.

XI. AMENDMENT

All changes or modifications to this Agreement shall be in writing and signed by both parties.

XII. GOVERNING LAW

This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by, the laws of the State of Ohio.

XIII. DISPUTE RESOLUTION

If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Seller and Purchaser within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of CONSULTANT and ASHTABULA COUNTY shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other

means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them. The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation. During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

XV. MISCELLANEOUS

This Agreement shall be binding on, and inure to the benefit of, each party's successors in interest, including their heirs, legatees, assignees, and legal representatives. Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement. If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

XVI. NOTICES

(a) Any notice, demand, information, invoice, report, or item otherwise required, authorized, or provided for in this Agreement, unless otherwise specified herein, shall be deemed properly given if delivered in person, sent by United States Mail, First Class postage prepaid, or delivered by commercial delivery service:

To CONSULTANT: Integrity Appraisal Services, Inc.
5211 Mahoning Ave.
Suite 230
Austintown OH 44515

To ASHTABULA COUNTY: Ashtabula County
Attn: Ashtabula County Auditor
25 West Jefferson Street
Jefferson, Ohio 44047

cc: Ashtabula County
Attn: Ashtabula County Prosecutor's Office
25 West Jefferson Street
Jefferson, Ohio 44047

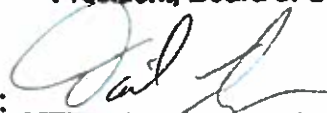
(b) All notices shall be deemed effective upon receipt by the party to whom such notice is given.

XVII. SIGNATURE CLAUSE

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

ASHTABULA COUNTY:

By:  Date: 3-26-24
Kathryn Whittington
President, Board of County Commissioners

By:  Date: 3/21/24
David Thomas
Ashtabula County Auditor

INTEGRITY APPRAISAL SERVICES, INC.:

By:  Date: 3/12/2024

Its: PRESIDENT

Matrix Matter No. 2024-CON-0012
Reviewed by Matthew J. Hebebrand, Esq.

Approved as to Legal Form Only:

By: Colleen M. O'Toole

Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 3-19-24

Exhibit A

Scope of Services

1. SCOPE OF WORK

The scope of work includes the annual appraisal of certain new properties and maintenance of appraisal records for the three (3) year period encompassing the Tax Lien Dates of January 1, 2024, January 1, 2025 and January 1, 2026.

2. DIRECTION OF MAINTENANCE PROGRAM

In the appraisal and revaluation of properties covered by this Agreement, the County Auditor shall act and serve as Appraiser-in-Chief. All decisions as to the assessed valuation, procedures followed, and forms used shall be made by the County Auditor. The Consultant agrees that the names of Appraisers and Data Collectors employed by the Consultant and engaged in the collection of data and the valuation of said properties will be furnished to the County Auditor, and shall be subject to the Auditor's approval. The approved employees shall be appointed deputies of the County Auditor whose authority is specifically limited to the duties specified in this agreement.

3. CONSULTANT'S RESPONSIBILITIES

A. NEW CONSTRUCTION MAINTENANCE

The Consultant shall make an appraisal of each of the following properties, constructed or under construction, on or before Tax Lien Date as designated by the County Auditor.

1. Data collect and appraise new residential dwellings, garages, and agricultural buildings, and alterations to said buildings.
2. Data collect and appraise new commercial buildings, including apartment buildings, and alterations to said buildings.
3. Data collect and appraise new industrial buildings and alterations to said buildings, including all new items of fixed equipment classified as real estate.
4. Data collect and appraise new exempt buildings and public utility buildings classified as real estate and alterations to said buildings.
5. Data collect and appraise manufactured homes designated as "Like Real" that are sited in each year of this agreement.

B. USE OF UNIT COSTS AND APPRAISAL SCHEDULES

It is understood that in completing the appraisal of properties specified in this Agreement, the Consultant shall use Unit Costs of Materials and Appraisal Schedules as originally developed and utilized in the last revaluation of such properties in the County.

4. METHODS/PROCEDURES

The Consultant agrees to inspect the properties, measure and sketch, record data and appraise all property as indicated in paragraph 3. Such appraisals are to be made on a similar basis and in a similar manner to buildings appraised during the last general revaluation. The Consultant shall report to the County Auditor the value of such new appraisals and major revisions to all buildings together with retirements of structures razed during the current tax year.

5. COUNTY'S RESPONSIBILITIES

- A. The County agrees to provide all property record cards for properties to be appraised. The County will provide tax maps or an alternative mapping system as up-to-date as to current splits as possible.
- B. The County agrees to provide all appraisal field forms as well as all data entry maintenance for new characteristics, sketch changes and final value conclusions. The County will utilize its application software utilized in executing the last revaluation program for generating all value reports.
- C. It is further agreed that the above work is for annual maintenance of the County appraisal records and assistance in the preparation of the current tax duplicate. This work is in no way connected with a complete revaluation of the County that may or may not be in progress.

6. START AND COMPLETION OF WORK

The Consultant agrees to commence the work as set forth within thirty (30) days from the Tax Commissioner's approval of the contract, and agrees to complete the work in time for the orderly preparation of the 2024, 2025 and 2026 Tax list and duplicate by the County Auditor. The appraisal of properties classified as "Real Property" shall be completed by September 1, 2024, September 1, 2025 and September 1, 2026. The appraisal of properties classified as "Like Real Manufactured Homes" shall be completed by December 1, 2024, 2025, and 2026.

In the event that the Consultant for any reason is unable to start the appraisal on the date set in the contract, then the Consultant shall immediately notify the Tax Commissioner and shall appear before said Commissioner to explain, under oath, the reason or reasons it is unable to start the appraisal.

This agreement provides that in the event the Consultant cannot complete the contract within the time set in the contract because of an Act of God or because of elements not within the control of the firm, such as riots, war, organized work stoppage, or other delay not caused by the Consultant, then the Tax Commissioner shall hear the matter and if, in the Commissioner's opinion, which shall be final, the delay was actually caused by any of the above stated reasons or any other good reason over which the Consultant had no control, then the penalty provided for in the contract shall be dispensed with the Consultant shall receive additional compensation to be negotiated at the time of any such occurrence.

7. SUPPORT OF VALUES

A responsible representative of the Consultant shall be present, upon request by the County Auditor, at the official meetings of the County Board of Revision following the completion of the above work, to assist in the settlement of complaints as to revised or new valuations affected by this Agreement, and to assist in defending the valuations placed upon the various properties by the County Auditor. In the event of appeals from the County Board of Revision to the Ohio State Board of Tax Appeals or the Courts, it is further agreed that proper Consultant representation by a competent witness who can qualify as an expert and who has personally inspected the real property in litigation and has made his appraisal thereof shall be provided by the Consultant, at the request of the County Auditor.

Within ten (10) days after filing a notice of appeals from a decision of the County Board of Revision in any valuation complaint, the Consultant or individual appraiser shall be notified by the County Auditor that such notice has been filed, and the Consultant shall see that a competent witness is well prepared to give proper evidence and testimony of his own opinion of the true value of the property at such time as the appeal is heard by either the Board of Tax Appeals or the Court of Common Pleas, and the witness must be one who can qualify as an expert and who has personally inspected the property in litigation and has made their independent written appraisal thereof.

The Consultant as a part of this Agreement has provided for five (5) person-days involving the County Board of Revision, State of Ohio Board of Tax Appeals, and/or the Court of Common Pleas. The Consultant shall be compensated for each person-day involved over the above five (5) person-days based upon a fee of Five Hundred Dollars (\$500.00) per-person-day. Person-day is defined as "each day spent on actual meeting with the Board of Revision, Board of Tax Appeals, or the Court of Common Pleas, including testifying, preparation, and field checks."

6. PROJECT PERSONNEL

It is understood that the Consultant shall provide all the appraisal staff and clerical personnel required to perform the work proposed herein

7. PROJECT MANAGER

In compliance with H.B. 487 and Section 5713.01 of the Ohio revised Code, John M. Paventi who has successfully completed class 300- Fundamentals of Mass Appraisal will be the qualified designated project manager for the Ashtabula County, Ohio 2024, 2025 and 2026 new construction projects.

8. PHOTO IMAGES

As part of the new construction agreement, the Consultant shall be responsible for the photographing of all new buildings and altered buildings. Digital cameras will be utilized for this project and a hard copy file will be provided to the County from the Consultant.

9. PROGRESS REPORTS

The Consultant agrees that progress of work reports shall be made during the course of the appraisal as determined and requested by the Commissioner on D.T.E. Form 108.

10. CONTRACT APPROVAL

This Contract shall not be effective until it is approved by the Tax Commissioner.

Exhibit B

Fees for Services

In consideration of the performance of such services as set forth above, in connection with the appraisal and revaluation of properties for 2024 as outlined in this Agreement, the Consultant shall receive a fee of **Forty One Thousand Two Hundred and Fifty Dollars (\$41,250)**

In consideration of the performance of such services as set forth above in connection with the appraisal and revaluation of properties for 2025 as outlined in this Agreement, the Consultant shall receive a fee of **Forty One Thousand Two Hundred and Fifty Dollars (\$41,250)**

In consideration of the performance of such services as set forth above, in connection with the appraisal and revaluation of properties for 2026 as outlined in this Agreement, the Consultant shall receive a fee of **Forty One Thousand Two Hundred and Fifty Dollars (\$41,250)**

This Agreement encumbers three (3) years of new construction obligations (2021, 2022 and 2023). The total compensation for all three (3) years combined is **One Hundred Twenty Three Thousand Seven Hundred and Fifty Dollars (\$123,750)**.

The fee is based on the appraisal of One Thousand Five Hundred (1500) parcels. If the above number is exceeded, the Consultant shall be compensated at a fee of Twenty Seven Dollars Fifty Cents (\$27.50) for each additional new construction parcel. If the number of new construction parcels is less than One Thousand Five Hundred (1500) parcels the Consultant shall deduct Twenty Seven Dollars Fifty Cents (\$27.50) for each parcel less than One Thousand Five Hundred (1500).

In addition, whereas individual parcels are in duplicate (i.e. permits and re-checks) the Consultant will only count and charge as one parcel.

Payment of such sum to the Consultant shall be made in monthly payments based upon the portion of the work completed during each month. The County shall have the right to monitor the Consultant's progress reports, and these reports shall serve as a basis for said monthly payments. Upon receipt of the progress report by the County, payment representative of that portion of the work completed shall be made to the Consultant within thirty (30) days.

Progress reports shall be made as determined and requested by the Tax Commissioner on DTE Form 108, as determined and requested by the County Auditor.

It is understood that the County will withhold 10% of each monthly payment pending completion of the entire project. Upon completion and delivery of the finished reports, the County will pay the Consultant 80% of the holdback.

It is further agreed that the remaining retainage, amounting to two percent (2%) of the total fee, shall be withheld by the County Auditor with final disposition of complaints as to assessments based upon appraisals made under this Agreement and arising in the period allowed by law for filing of such complaints in the year following the completion of

the appraisal program. Such remaining two percent (2%) shall be paid to the Consultant upon completion of all work required under the paragraph of the Agreement referring to Support of Values.

The services rendered under this Agreement are to be completed in time to use the values of the real property in connection with the tax duplicate for the collection of taxes for the year in which the work is completed. In the event that such services covered by this Agreement are not completed upon the date of completion agreed to in this Agreement, all payments under this Agreement are to be suspended at that time and withheld by the County Auditor until there has been full compliance with the terms of the Agreement by the Consultant. In addition thereto, a penalty of TWO HUNDRED DOLLARS (\$200.00) per day as a liquidated damage shall begin on the day following the date of completion as agreed to in this Agreement and such penalty shall apply for each day and every day thereafter, Saturdays, Sundays and holidays excepted; to the date of full and complete compliance by the Consultant of the terms of the Agreement. In the event that it is necessary for the County Auditor to suspend all payment under this Agreement on the date of completion agreed to herein, no further payments shall be made to the Consultant under this Agreement without the approval of the County Prosecuting Attorney and the Tax Commissioner of the Department of Taxation, Division of Tax Equalization, being first obtained.

FISCAL OFFICER'S CERTIFICATE

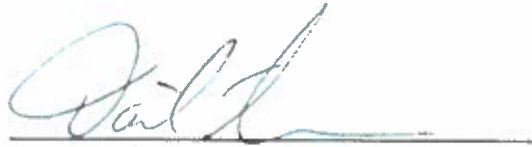
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2024, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds:

2014.002.100-601 (Contract Services)

In the amount of \$41,250 for year 2024 and free from any previous encumbrances.

Agreement Title: New Construction Appraisal Contract

A handwritten signature in blue ink, appearing to read 'David Thomas', is written over a horizontal line.

**David Thomas, Ashtabula
County Auditor**

Contact: David Thomas, Auditor
Date: March 21, 2024