

**ORDER: APPROVE CONTRACT WITH CKB, INC. FOR 2016
UPDATE AND MAINTENANCE FOR PERSONAL PROPERTY**

Motion was made by Mike Pickens, duly seconded by Chad McLarty, to approve contract with CKB, Inc. for 2016 Update and Maintenance for Personal Property.

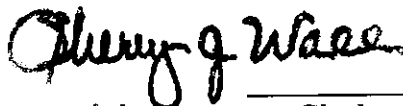
The vote on the motion was as follows:

Supervisor Mike Pickens, voted yes
Supervisor Jeff Busby, voted yes
Supervisor Robert Blackmon, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby declared the motion carried this the 3rd day of August, 2015.



Jeff Busby, President
Board of Supervisors



Sherry Wall, Chancery Clerk

**STATE OF MISSISSIPPI
LAFAYETTE COUNTY**

**MAINTENANCE AGREEMENT FOR PERSONAL PROPERTY
(Tax Roll 2016)**

ARTICLES OF AGREEMENT

This agreement made this 4th day of August 2015, by and between Lafayette County Board of Supervisors, hereinafter referred to as COUNTY, party of the first part, and CKB, Inc., hereinafter referred to as CONSULTANT, party of the second part, witnesseth:

WHEREAS, the CONSULTANT proposes to furnish the services of its qualified and experienced personnel to perform certain functions of the work in assisting and under the direction of the county Tax Assessor in regards to performing an update of personal property, preparing and correcting related records and data of certain properties in Lafayette County, according to the provisions and specifications herein contained or made a part hereof by attachment hereto or references herein contained; and

WHEREAS, the COUNTY desires to contract for said services in the manner following:

NOW THEREFORE, it is hereby agreed that the CONSULTANT will maintain, update, and change property appraisal records as required and establish true value of all personal property involving changes of ownerships, ownership splits, new or additional construction occurring during the period January 1, 2015 through December 31, 2015; correct any existing property appraisal cards for any omissions, deletions, or additions as identified during this period to reflect the accurate true value of all land and improvements required to be appraised in accordance with the State of Mississippi Appraisal Manual and all changed parcels as identified by the ownership mapping changes and field inspections for the same period, and shall be paid for such services all in accordance with the terms and conditions contained herein.

I. GENERAL PROVISIONS

A. TERMS AND CONDITIONS

1. After a COUNTY/CONSULTANT agreement is approved and signed by both parties, no alteration, deletion, or addition, either oral or in writing, shall be made without the prior written approval of both parties.
2. The county Tax Assessor shall have the right at all times to review progress in the performance of the agreement, and at all times shall the CONSULTANT be under the direction of the County Tax Assessor, or whoever may be acting as the county Tax Assessor.
3. It is agreed by both the CONSULTANT and the COUNTY that this agreement will become binding upon the parties hereto and of full force and effect on them only upon the approval of the Lafayette County Board of Supervisors, properly executed in the space provided therefore.
4. It is further agreed and understood by the parties hereto that this agreement was drawn in full accordance with, and with intent to meet, the instructions and requirements of the Mississippi State Tax Commission relating to appraisals and appraisal procedures established by the State of Mississippi Appraisal Manual as adopted by the State Tax Commission as it exists at the date this agreement was

executed. Any failure to follow the procedures and standards shall constitute a breach of agreement.

5. It is hereby specifically agreed that the CONSULTANT shall diligently and expeditiously perform the services required by the agreement in order that this agreement can be completed by the earliest practical date.
6. It is agreed that the Lafayette County Tax Assessor will mail out on or about January 1 of each year previously described in this contract the Mississippi State Tax Commission form #27000 (Return of Personal Property) to all businesses in Lafayette County.

B. STARTING AND COMPLETION DATES

Work on the project shall commence no later August 2015 and shall be completed and delivered to the Lafayette County Tax Assessor's Office no later than July 31, 2016.

C. COMPENSATION AND TERMS

In consideration of the CONSULTANT furnishing the COUNTY the services contracted for herein and such services being acceptable to the COUNTY, the CONSULTANT shall receive the sum of FOURTY TWO (\$42,000). CONSULTANT shall invoice COUNTY according to the following schedule:

August 2015	\$3,500
September 2015	\$3,500
October 2015	\$3,500
November 2015	\$3,500
December 2015	\$3,500
January 2016	\$3,500
February 2016	\$3,500
March 2016	\$3,500
April 2016	\$3,500
May 2016	\$3,500
June 2016	\$3,500
July 2016	\$3,500

D. TERMINATION OF CONTRACT

1. The contract may be terminated by the COUNTY for the following reasons:
 - a. Failure of the CONSULTANT to start work on the date specified.
 - b. Substantial evidence that the progress being made by the CONSULTANT is insufficient to complete the work within the specified time.
2. The CONSULTANT must be notified in writing by the COUNTY of the conditions which make default of the agreement imminent. The CONSULTANT will have sixty (60) working days after this notice is given to correct the conditions to the satisfaction of the COUNTY. In the event such conditions are not corrected, the COUNTY may declare the CONSULTANT to be in default under the agreement and notify the CONSULTANT accordingly. In the event of such default, all work completed, work in progress, materials, appraisals, data, documents, and supplies produced or acquired for use under the agreement or any part of the work shall be delivered to the COUNTY within fifteen (15) working days. However, the CONSULTANT shall be entitled to keep its field work maps. The right is reserved for the COUNTY to account for the work, material, documents, and appraisals from the CONSULTANT and to use the same to completed, or have completed, the project in accordance with the same standards of requirements, specifications, and performance under which this agreement was executed.

E. MATERIALS AND SERVICES TO BE PROVIDED BY THE COUNTY

1. The COUNTY will make available to the CONSULTANT the appraisals or necessary records in the county Tax Assessor's office.
2. The COUNTY shall furnish all postage, forms, and materials.
3. The COUNTY shall perform all end of year edit/error reports and postings.
4. The COUNTY shall provide all yearly new privilege licenses.
5. The COUNTY shall run all end of year error/edit reports.

F. RECORDS AND WORK IN CUSTODY OF CONSULTANT

All appraisal, computations, records, forms, cards, lists of property owners, addresses, and any other materials acquired, produced, or used in this project shall be furnished by the COUNTY unless otherwise agreed to in advance and shall remain at all times the property of the COUNTY, provided that until such time as this agreement is completed, terminated, or declared in default the preservation and maintenance of all cards, records, appraisals, computations and other data assembled and prepared by the CONSULTANT under this agreement shall be the responsibility of the CONSULTANT. The CONSULTANT shall carry valuable papers insurance in the amount sufficient to cover all materials and records in the custody of the CONSULTANT or for which the CONSULTANT is responsible.

G. INSURANCE COVERAGE

The CONSULTANT shall carry liability insurance of an amount not less than ONE MILLION DOLLARS (\$1,000,000) which shall save harmless the Tax Assessor and the COUNTY from claims, demands, actions, and causes for action arising from an act or omission of the CONSULTANT its agents and employees in the execution of the work to be performed under this agreement.

H. SERVICES TO BE PERFORMED BY THE CONSULTANT

The CONSULTANT agrees to provide the following services and at all times be under the direction of the county Tax Assessor:

1. It is agreed that the CONSULTANT will investigate and check for accuracy all State Tax Commission Forms #27000 returned to the COUNTY by the businesses and correct the personal property ledger accordingly.
2. If, in any event, the CONSULTANT and/or the county Tax Assessor determine that the information returned is unacceptable, the CONSULTANT shall make an on-site inspection of the business's personal property and appraise each business according to the Mississippi State Tax Commission's rules and regulations. (This is to be done at the county Tax Assessor's request.)
3. The CONSULTANT shall provide all computer data entry.
4. The Business Personal Property of all new businesses that have not been on the tax rolls shall be listed and appraised. A reconciliation of the privilege licenses filed by the new businesses and the previous year's Personal Property Tax Roll will be made to determine the new businesses that will be appraised.
5. Twenty five percent (25%) of all Business Personal Property parcels will be completely re-listed for the 2016 tax rolls.

I. PERSONNEL

All personnel performing services under the terms of the agreement will be competent and capable to perform the duties imposed hereunder, have experience in the State Personal Property Appraisal System, and will meet the qualifications of the COUNTY.

J. HEARINGS

The COUNTY may mail to each Business Personal Property taxpayer a notice of new values established on such property and provide the property owner an opportunity to review and discuss his Business Personal Property values.

K. DEFENSE

The CONSULTANT shall furnish without additional charge a competent representative to appear at all formal hearings before the County Board of Equalization upon the values based on the appraisal. In the event of an appeal to the Courts, a CONSULTANT representative will, without additional cost to the COUNTY, be present at the hearings to testify as to values and methods used in making the appraisal of personal property. The COUNTY shall provide legal assistance if necessary. The Party of the first part, acting as aforesaid, has caused this agreement to be executed on its behalf, and the Party of the second part has caused this agreement to be executed by its authorized agent.

WITNESS THE EXECUTION HEREOF IN DUPLICATE ORIGINAL, any executed copy of which shall be deemed for all purposes as an original, on this the 4th day of August 2015.

LAFAYETTE COUNTY



By: _____

Jeff Busby, President
Lafayette County Board of Supervisors

Sherry Wall
Sherry Wall, Clerk of the Board

CKB, Inc.

By: _____

James Conley, President
CKB, Inc.
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Tupelo, Mississippi 38804
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