

## REQUEST FOR PROPOSALS

Michigan State Tax Commission's Bulletin 8 of 2020 states, "Public Act 660 of 2018 was approved by Governor Snyder on December 28, 2018 and amended the General Property Tax Act to provide a statutory framework to ensure proper assessing in order to guarantee the highest quality assessments for taxpayers as well as local units. The Act defines the requirements for substantial compliance with the General Property Tax Act provides timelines for audits {AMAR} and follow-up audits and details a process for bringing a local unit into compliance if they remain non-compliant after a follow-up review. The Designated Assessor is an integral part of that process."

On behalf of its 6 townships and 3 cities, Gogebic County is seeking a qualified individual to serve as the County Designated Assessor, which will be designated by an Interlocal Agreement executed between the County Board of Commissioners and a majority of the Assessing Districts in the County. The individual designated as the County's Designated Assessor must be approved by the State Tax Commission.

The County Designated Assessor must be an individual qualified and certified by the State Tax Commission as an *Advanced Assessing Officer* or *Master Assessing Officer*. The appointment of an individual as Designated Assessor does not create an employment or paid contractual relationship with the County. The Designated Assessor shall have no responsibilities as Designated Assessor during the period in which he or she is not acting as an assessor of record for an Assessing District within the County, other than to remain certified and in good standing.

The County Designated Assessor may charge an Assessing District that is required to contract with the County Designated Assessor a reasonable rate of compensation (e.g., periodic payment on a per parcel basis) and reimbursement of costs. The Assessing District shall pay reasonable compensation to the Designated Assessor, and be responsible to pay the reasonable costs incurred by the County Designated Assessor in serving as the Assessing District's Assessor of record, including, but not limited to, the cost of overseeing and administering the annual assessment, preparing and defending the assessment roll, costs incurred in appeals to the Michigan Tax Tribunal (i.e., appraisal costs, expert witness fees and attorney fees), and operating the assessing office (including employment of additional staff necessary to bring the Assessing District into compliance).

The services to be provided by the Designated Assessor to the contracting Assessing District include: preparation of assessment rolls, establishing a plan to correct deficiencies found in the State Tax Commission audit, timely delivery of documents and execution of forms, attendance at Board of Review meetings, handling property tax appeals filed with the Michigan Tax Tribunal (either directly or through legal counsel), timely reporting and meetings with local officials of the Assessing District, and responsibility for overseeing assessing staff members of the Assessing District.

Mailed proposals will be received at 200 N Moore St, Bessemer, MI 49911 until 4:00 p.m. Monday, November 9, 2020. They will be examined by the Gogebic County Administrator and or her designee(s).

Mailed proposals must be clearly marked on the outside of the envelope  
**“Gogebic County Designated Assessor Services”**

Proposals may be mailed to the above address attention County Administrator or hand delivered to the Gogebic County Administrator, located at 200 N Moore St., Bessemer, MI 49911.

All RFB related questions should be directed to:

Kathy Jo Koval

County Equalization Director

200 N Moore Street

Bessemer, MI 49911

PH# 906-663-4414

[kkoval@gogebiccountymi.gov](mailto:kkoval@gogebiccountymi.gov)

Gogebic County hereby notifies all will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

It is expected that the selected Designated Assessor should be ready to provide service when needed upon the County’s and local municipal unit’s execution of an interlocal agreement between the units and upon execution of a service agreement with the Designated Assessor and Assessing District Municipal Unit.

## INFORMATION PACKET

### *Request for Designated Assessor Services*

#### **SCOPE OF SERVICES:**

The Designated Assessor shall have no responsibilities as Designated Assessor during the period in which he or she is not acting as an assessor of record for an Assessing District Municipal Unit within the County, other than to remain certified and in good standing. The appointment of an individual as Designated Assessor does not create a paid contractual relationship with the County or a Assessing District Municipal Unit within the County until the individual is also designated as the Assessor of Record by a Assessing District Municipal Unit subject to a written agreement or as may be required by the State Tax Commission, as a consequence of the Assessing District Municipal Unit receiving a notice of noncompliance from the State Tax Commission after an audit, under the terms and conditions set forth in MCL 211.10g.

A contracted County Designated Assessor shall be capable of ensuring that the contracting Assessing District Municipal Unit achieves and maintains substantial compliance with the requirements in MCL 211.10g(1). The Assessing District Municipal Unit shall provide the Designated Assessor with reasonable access to records, documents, and information. The Assessing District Municipal Unit shall advise the Designated Assessor of any applicable policies and procedures, including technology, equipment, and facilities.

A contracted Designated Assessor must be able to provide the following services for the Assessing Unit Municipal Unit:

Preparation of assessment rolls, establishing a plan to correct deficiencies found in the State Tax Commission audit, timely delivery of documents and execution of forms, attendance at Board of Review meetings, handling property tax appeals filed with the Michigan Tax Tribunal (either directly or through legal counsel), timely reporting and meetings with local officials of the Assessing District, and responsibility for overseeing assessing staff members of the Assessing District.

#### **REQUIREMENTS:**

The County Designated Assessor must be an individual qualified and certified by the State Tax Commission as an Advanced Assessing Officer or Master Assessing Officer.

#### **FEES:**

The County Designated Assessor may charge an Assessing District Municipal Unit that enters into a contract a reasonable rate of compensation (e.g., periodic payment on a per parcel basis) and reimbursement of costs. The Assessing District Municipal Unit shall pay reasonable compensation to the Designated Assessor, and be responsible to pay the reasonable costs incurred by the County Designated Assessor in serving as the Assessing District's Assessor of record, including, but not limited to, the cost of overseeing and administering the annual assessment, preparing and defending the assessment roll, costs incurred in appeals to the Michigan Tax Tribunal (i.e., appraisal costs, expert witness fees and attorney fees), and operating the assessing office.

#### **DESIGNATED ASSESSOR TERM**

If approved by the State Tax Commission, the County Designated Assessor shall serve for a minimum of five (5) years from the date of the approved designation. The designation shall

not be revoked, and no new designation shall be made earlier than five (5) years following the date of the approved designation, subject to potential revocation by the State Tax Commission.

Once an Assessing District Municipal Unit is under contract with the Designated Assessor, the Designated Assessor will remain in place for a minimum of five years. However, the Assessing District Municipal Unit may petition the State Tax Commission to end the contract after the Designated Assessor has been in place for a minimum of three years.

**RFP REQUIREMENTS TO BE INCLUDED IN ALL PROPOSALS**

Copy of the draft service contract that would be offered to the County and municipal units to identify: \* terms, \*fees, \* charges, \* conditions upon entering into an agreement with Assessing District Municipal Unit.

Contact information and Assessor certification level

## ATTACHMENT I

### Supplemental Requirements and Information

#### A. Insurance Required:

The service provider shall purchase and maintain such insurance as will protect Gogebic County and municipal units from liability for claims set forth below, which may result from the service providers operation under the contract with the County and municipal units, whether such operations be conducted by the service provider or any subcontractor working for the service provider, or by any person directly or indirectly employed by the service provider and/or sub-contractor, or anyone for whose acts they may be liable.

1. Claims under workers compensation, disability benefit and other similar employee benefit acts or policies.
2. Claims for damages because of bodily injury, sickness or disease or death of any person or persons.
3. Claims for damages insured by usual personal injury liability coverage, which are sustained by (1) any person as the result of any offense directly or indirectly related to the employment of such person by the service provider, or (2) any other person.
4. Claims for damages other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
5. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or operation of any motor vehicle.
6. Claims for damages arising out of the performance of professional services caused by any errors, omissions, or negligent acts. Minimum \$250,000.

The liability required shall include Liability coverage applicable to service provider's obligations. Certificates of Insurance acceptable to the service provided shall be filed with the County prior to commencement service contract. Said certificates shall contain a provision that coverage afforded there under shall not be cancelled until at least thirty (30) days prior written notice has been provided to the County.

#### A. Incurring Costs:

Gogebic County and municipal units shall not be liable for any costs incurred by consultants prior to approval and issuance of a contract, and then only for such costs incurred as are therein stipulated.

#### B. Rejection of Proposals:

Gogebic County and municipal units reserves the right to reject any or all proposals received as a result of this request to ensure that the best interests of the County and municipal units are served.

#### C. Independent Service Provider/Contractor Status:

The service provider/ contractor is an independent provider/ contractor and not an employee of Gogebic County or any municipal unit.