

**CONTRACT BETWEEN BLOUNT COUNTY, TENNESSEE AND  
PROPERTY ASSESSMENT ALLIANCE, LLC FOR BUSINESS  
PERSONAL PROPERTY AND AUDIT SERVICES**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Blount County, Tennessee, hereinafter referred to as "County", and Property Assessment Alliance, LLC hereinafter referred to as "Contractor" and/or "PAA, LLC".

**SPECIAL PROVISIONS**

**WITNESSETH**

WHEREAS, the County is a political subdivision of the State of Tennessee; and

WHEREAS, Contractor is engaged in the business of providing audit and compliance review services regarding the listing and assessment of Business Personal Property as provided by Tennessee Law and regulatory requirements including related contracts with other entities of government at State and Local levels; and

WHEREAS, the above primarily involves dealing with property tax laws and regulations which are administered by Local and State taxing officials including the County Assessor of Property; and

WHEREAS, Contractor desires to enter into this Agreement to provide services regarding statutory requirements, governmental relations, and administrative agency consulting, as well as contracts with various elements of local governments and businesses sharing a common interest in Business Personal Property listing and assessment compliance and equitable taxation,

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**SERVICES**

**By Contractor:**

- (1) Contractor will perform Business Personal Property Audit and Compliance Reviews to verify the accuracy of personal property listings as may be directed and assigned by the County Assessor of Property.
- (2) Implement generally acceptable audit and review procedures regarding comprehensive book audits of taxpayers' accounting records applicable in verifying the accuracy of information contained in a taxpayers' listing of personal property.

- (3) Provide necessary support in scheduling files and field audits and prepare correspondence relative to scheduling audits and advising taxpayer of audit findings.
- (4) Defend audit findings before the taxpayer and County and throughout any appeals process before the Tennessee State Board of Equalization, except Contractor shall not be responsible for defending legal or appraisal issues.
- (5) Prepare reports in connection with audit activity including reports on each completed audit and annual progress reports reflecting the status of each taxpayer account assigned to Contractor for audit.
- (6) Upon request, provide training to designated employees of the County as to all aspects of the services provided by Contractor. Any designee of the County may accompany Contractor on any audit of their choice.
- (7) Comply with provisions of all the Tennessee statutes in connection with the confidentiality of records including all official records and the records of the taxpayers. Contractor shall hold County harmless from any liability which may result from an action involving Contractor or its employees or agents regarding confidentiality of taxpayer records or other information acquired from the taxpayer or taxpayer's agent.

**By County:**

- (1) Provide Contractor copies of Personal Property listings and schedules and documents applicable for the years for which audits are to be performed.
- (2) Provide Contractor sufficient county letterhead and envelopes to be used by Contractor for correspondence in implementing the services as herein provided.

**PAYMENT TERMS AND CONDITIONS**

**Fee Schedule and Terms:**

Contractor's fees for services provided County, in accordance with the provisions of this Agreement, are based on a per audit fee depending on the audit activity and size of the account assigned for audit. Sizes of accounts shall be determined on the basis of total Personal Property Appraised Value on each account as reflected by the records of the County's Assessor of Property at the time the account is assigned for audit. Fees shall be determined as follows:

<b><u>CONTRACTORS FEE SCHEDULE</u></b>	
<b>(Inclusive of Robert T. Lee, Attorney at Law, Retainer)</b>	
<b>PERSONAL PROPERTY VALUE PER ACCOUNT RANGE</b>	<b>RATE PER ACCOUNT</b>
"Voids" - including Field Review	\$ 100.00
\$0 to \$50,000	\$ 350.00
\$50,001 to \$100,000	\$ 470.00
\$100,001 to \$250,000	\$ 580.00
\$250,001 to \$500,000	\$ 870.00
\$500,001 to \$1,000,000	\$ 1,100.00
\$1,000,001 to \$5,00,000	\$ 1,700.00
Above \$5,000,000	\$ 5,200.00

Unless otherwise stated for in this agreement, the above fees include all costs associated with Contactor's performance of services including travel, food, lodging, mileage, salaries, employee benefits, and defending the audit findings throughout any appeals process before the Tennessee State Board of Equalization.

County is responsible for the cost of postage for handling audit correspondence and the cost of providing Contractor with copies of the County records associated with an account assigned for audit. County will also be responsible for all legal cost involving appeals resulting from audits.

Contractor shall invoice the County for service fees monthly. Invoiced fees will be due and payable within fifteen (15) days following billing date. If payment is not received by Contractor within thirty (30) days from the billing date, the unpaid balance of the fees will be subject to additional fees in the amount of one and one half percent (1.5%) per month until payment is received.

Contractor shall provide the County documentation (invoice) of services rendered and billing fees.

County's fiscal liability will be limited to appropriation authority contained within the County's operating budget for each fiscal year that the contract applies.

**Effective Date:**

This agreement is effective beginning upon execution of this agreement and shall continue through June 30, 2024. Thereafter, this agreement will renew on an annual basis upon agreement of both parties. This renewal is further contingent upon the County's funding for Business Personal Property audit and compliance review services each year. Cancellation requires 30-day written notice to be given to the other party and this notice may be given anytime throughout the contract term or any subsequent renewal.

### **Termination of PAA, LLC Contract:**

If through any cause, Contractor or County fails to fulfill its obligations as provided by this Agreement, or materially violates any of the covenants or stipulations within this Agreement, and such failure continues for thirty (30) days after written notice thereof by a party, either party may shall thereupon have the right to terminate this Agreement immediately upon giving written notice to the other party. Further, either party may cancel this agreement without cause with the giving of a 30-day written notice. Any such notice shall be delivered to the party personally or mailed by certified mail to the mailing address as specified herein. In the event of any such termination, Contractor shall be entitled to receive compensation for all work performed as of the termination date.

### **Other Terms:**

This Agreement is for professional services. PAA, LLC is an independent contractor and neither party shall be an agent or employee of the other. Neither party assumes any liability to the other or to any third party for any damages to the property including damages to equipment, or personal injury or death, which might arise out of or be in any way connected with any act or omission of the other party.

Except as otherwise provided for in this section, subletting, assignment or transfer of all or part of the interest of either party to this Agreement is prohibited unless by the written consent of both parties.

Contractor covenants that it has no public or private interest and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as office, agent, employee, subcontractor or consultant to Contractor in connection with any work contemplated or performed relative to this Agreement.

Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Agreement and make such materials available at Contractor's offices at all reasonable times during the period of the Agreement and for three (3) years from the date of payment hereunder for inspection by the County or by any other governmental entity or agency participating in the funding of this Agreement, or any authorized agents thereof; copies of said records to be furnished if requested except that environmental compliance working papers may be maintained in appropriate offices of the County. Both County and Contractor shall have access to such records maintained in offices.

Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all Federal, State, and Local laws, ordinances, and regulations in any manner affecting the conduct of work. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. Should any provision, portion or application thereof of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, the Parties shall negotiate an equitable adjustment in the effected provisions of this Agreement with a view towards effecting the purpose of this Agreement, and the validity and enforceability of the remaining provision.

## **ROBERT T. LEE LAW SERVICES**

County has entered into a Contract for Retainer and Legal Services with Robert T. Lee, Attorney at Law, to provide legal services to County. Item 6 of said Retainer provides the consideration for said Retainer will be paid from funds paid by County to PAA, LLC. Client authorizes PAA, LLC to pay to Attorney such funds as they become available and received by PAA, LLC. PAA, LLC will act as the Remitting agency for the funds between County and Robert T. Lee, Attorney at Law.

Section Intentionally Blank

**AGREEMENT**

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements or understandings between the parties.

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every other provision of this Agreement.

Any notices to be given or submitted by either party to the other pursuant to this agreement shall be made in writing and sent first class mail, postage paid, or by hand delivery to the following addresses:

<u>County</u>	<u>Contractor</u>
Blount County, Tennessee	Property Assessment Alliance, LLC
Mailing Address:	Mailing Address:
Blount County Purchasing 385 Court Street, Room 319 Maryville, TN 37804	2530 N. Mt. Juliet Road Mt. Juliet, 37122

**IN WITNESS WHEREOF**, the parties have executed this agreement for the purposes stated herein, on the day and date first below written:

<u>County</u>	<u>Contractor</u>
_____	_____
Blount County Property Assessor      Date	Property Assessment Alliance, LLC      Date

Additional Signature if Required by the County:

_____	_____
Katie B. Kerr      Date	Craig Garrett      Date
Blount County Purchasing Agent	Attorney for Blount County, TN