

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between THE BOARD OF SUPERVISORS OF THE COUNTY OF SOUTHAMPTON, VIRGINIA, party of the first part, hereinafter referred to as the "County", and WINGATE AND ASSOCIATES, LTD., a Virginia corporation trading as WINGATE APPRAISAL SERVICE, party of the second part, hereinafter referred to as "Wingate":

### W I T N E S S E T H;

THAT WHEREAS, pursuant to Virginia Code Section 58.1-3252, the Board of Supervisors of the County of Southampton has voted to carry out a general reassessment of locally taxable and tax-exempt real estate in the County, and to that end has issued requests for proposals from reassessment firms; and

WHEREAS, Wingate submitted a proposal for the services requested, and, in compliance with the County's procurement ordinance and the Virginia Procurement Act, the County and Wingate have successfully negotiated for the performance by Wingate of said services;

NOW THEREFORE, in order to memorialize the agreement between the parties hereto, and in consideration of the mutual covenants, promises, and undertakings herein, the parties agree as follows:

I       Wingate shall carry out a complete, uniform, general reassessment of all locally taxable and tax-exempt real property and manufactured housing, assessed as personal property, within Southampton County, Virginia, in accordance with the terms set forth in the Request for Proposal and the proposal submitted by Wingate, dated July 13, 2010, comprised of the letter of said date, exhibits, and insurance certificates thereto attached, all of which are hereby referred to and by said reference, made a part hereof, the terms of which documents shall be binding upon the parties hereto, except as herein altered, amended, or superseded. In the event of a conflict between any provisions of the Wingate proposal, the RFP, and this agreement, the terms of this agreement shall control.

II       In accordance with the Code of Virginia, Section 2.2-4311, it is agreed that "During the performance of this contract, Wingate agrees as follows:

"The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the

provisions of this nondiscrimination clause, including the name of all contracting agencies with which the contractor has contracts of over \$10,000.

"The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer.

"Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

"The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor."

- III Wingate shall abide by all terms contained in Code of Virginia, Section 2.2-4354 "Payment Clauses to be included in Contracts."
- IV Wingate agrees to the modifying Section 4.7, Items A-1, B, C and E, which address field listing and appraisal. Wingate agrees to measure every fifth main structure during the fieldwork. "Main structure" is understood to mean the primary structure with a 911 address posted. With reference to Item A-2, any main structure not shown on the current property field sheet, will be measured, sketched, and appropriate detail added to the County record.
- V Preliminary work shall begin by September 30, 2010, and appraisals will be completed no later than October 31, 2011.
- VI The County shall provide and pay for the following:
  - a. Adequate office space and office furnishings: The office space shall be located to provide dependable connectivity to all necessary resources on the County network. Furnishings shall include standard office furniture and filing cabinets.
  - b. Miscellaneous office supplies, postage, forms for mailing notices, preparation for notice mailing, photocopying, advertising costs, telephone service (a minimum of two lines), and high speed Internet access.
  - c. Existing appraisal detail, as well as copies of current tax maps (one of which will be aerial photography with current tax grid overlay), copies of appraisal records (cards), manufactured home records, and computer data.
  - d. All software and hardware, including maintenance, consumables, and daily

reassessment data backups. Wingate will not be held responsible for any delays resulting from software problems or computer hardware problems.

- e. All CAMRA beginning and ending reassessment system functions, including the creation of reassessment files and transitioning the CAMRA reassessment files to the Commissioner's CAMRA files after completion of the Reassessment Book.
- f. Clerical assistance and all other costs for the Board of Equalization.

VII Wingate shall provide and pay for the following:

- a. Appraisal personnel: Wingate will supply the appraisal staff with normal tools of the trade, such as calculators, measuring tapes, and transportation. Wingate shall furnish to the County for acceptance or rejection, a list of all persons to be employed. The County may require Wingate to remove from the project any person the County considers being unqualified or negligent in the performance of his or her duties, or who is guilty of misconduct, and such person shall not be employed on the project again without the County's written consent.
- b. Clerical personnel.
- c. Owner notification cards/door knob hangers.

VIII Wingate agrees to cooperate with the Commissioner of the Revenue's Office in assessing new construction and property splits from January 1, 2011 through October 1, 2011, to avoid duplication of effort or omission by both offices.

IX Wingate shall provide, at no additional cost or expense, a competent witness for court appeals or other legal actions involving its assessments filed within a period of three years from December 31, 2012.

X **Wingate will complete all appraisal and clerical work for a total fee of \$221,500 based on the following:**

**12,779 Parcels of Real Estate @ \$16.00 per Parcel  
\$204,500**

**950 Personal Property Manufactured Homes @ \$10.00 Each  
\$9,500**

**Estimated 2,000 Photo Replacements or Updates @ \$3.00 Each  
\$6,000**

**Reimbursement for CAMRA Field Sheet Printer Software  
\$1,500**

Statements will be submitted based on the number of parcels of real estate or manufactured homes completed as of the billing date. In lieu of a performance bond, a 15% retainage will be withheld as a performance guaranty. The retainage will be due and payable upon signing and delivery of the Reassessment Book. The payment of all fees is subject to appropriations by the Board of Supervisors of the County of Southampton, Virginia.

WITNESS the following signatures and seals.

ATTEST:

WINGATE AND ASSOCIATES, LTD.

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Harold C. Wingate, President

Date \_\_\_\_\_

ATTEST:

BOARD OF SUPERVISORS OF THE  
COUNTY OF SOUTHAMPTON, VIRGINIA

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Title)

Date \_\_\_\_\_