

Memorandum of Agreement

This Memorandum of Agreement ("Agreement") is made as of the 1st day of January, 2020 by and between **Anna Porter**, referred to herein as "Consultant" and **Harper County, Kansas**, a political subdivision of the State of Kansas, referred to herein as the "County".

RECITALS

Consultant is an experienced and qualified real estate appraiser capable of assisting the County in collection and analyzing data and implementing procedures for analysis of real estate valuations in the County.

The Board of County Commissioners (the "Board") of Harper County has requested that Consultant undertake to consult with the Deputy County Appraiser and to assist with the procedures and processes to collect, collate, and analyze real estate valuation in the County and Consultant is willing to do so in accordance with the provisions of this Memorandum.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions contained in this Memorandum, the Parties agree as follows:

1. TERM.

This Memorandum shall be effective for an initial term commencing as of January 1, 2020, and shall continue to and including December 31, 2020 or until otherwise terminated by the County in the sole discretion of the Board of County Commissioners. Unless terminated in accordance with the provisions hereof, the term of services pursuant to this Memorandum shall renew automatically for successive one-year terms (each a "renewal term") beginning as each January 1 and ending on December 31st. The initial term and renewal terms, whether one or more, are referred to herein as the "term" of this Memorandum,

2. TASKS, DUTIES, AND SCOPE OF SERVICES

- a. Consultant agrees to serve as a consultant to the office of the Harper County Appraiser and to provide the range of professional analytical services more particularly described under the caption "Scope of Services" in Exhibit A attached hereto and incorporated herein by reference. Such services are referred to in this Memorandum, collectively, as the "Scope of Services".
- b. Consultant also shall perform any and all tasks and duties associated with, but not specified, in connection with performance of the Scope of Services set forth above.
- c. Books and records related to the Scope of Services set forth in this Memorandum shall be maintained by the Consultant at the Harper County Appraiser's office, Harper County Courthouse, 201 N Jennings, Anthony, Kansas 67003, and open to inspection during regular working hours.
- d. County shall supply all necessary equipment, materials and supplies necessary to enable Consultant to perform the Scope of Services.

3. COMPENSATION.

Consultant shall be entitled to compensation for performing the duties included in the Scope of Services pursuant to this Memorandum in the amount of \$1,666.66 per month in arrears during the Term of this Agreement.

The parties agree that Consultant is an independent contractor and solely responsible to establishing the means and methods of providing the Scope of Services pursuant to this Memorandum. Compensation paid to Consultant shall not be subject to deductions for any federal and state income tax, FICA and other applicable withholding. Consultant agrees to indemnify and hold the County whole and harmless from and against any federal or state claims for payment of taxes or other withholding obligations upon or with respect to the compensation paid to Consultant pursuant to this Memorandum.

4. TERMINATION

This Memorandum of Agreement may be terminated by the Board at any time during the Term hereof. In addition, Consultant may elect to terminate this Memorandum upon not less than thirty (30) days prior written notice to the Board.

5. NO OTHER TERMS OR PROVISIONS

Consultant acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any member of the Board which are not set forth herein and that no agreement, statement or promise not contained in this Memorandum shall be valid or binding on the County for any purpose. This Memorandum may be amended only by a written agreement signed by the parties hereto.

6. ENTIRE AGREEMENT

This Memorandum supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. This Memorandum supercedes the provisions of the Exhibit A attached hereto other than the provisions thereof setting forth the Scope of Services to be provided by Consultant.

7. GOVERNING LAW

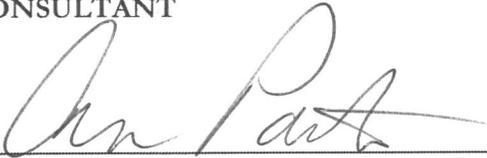
This Memorandum shall be governed by, and construed under, the laws of the State of Kansas without regard to the conflicts of law principles thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

HARPER COUNTY, KANSAS

CONSULTANT

Chairperson
Board of County Commissioners



Anna Porter

ATTEST:

Ruth Elliot, County Clerk

Reviewed and approved as to form:

Richard Raleigh, County Attorney

Exhibit A to Memorandum of Agreement
Between
Harper County, Kansas and Anna Porter

Scope of Services

The County seeks to employ the skills of the Consultant to fulfill the following requirements as outlined in the 2020 Revaluation Maintenance Specifications (RMS):

Neighborhood Analysis as outlined in Section 26.2.14 of RMS.

Land Valuation as outlined in Section 26.2.15 of RMS.

Residential Depreciation Study as outlined in Section 26.2.9 of RMS.

Residential Market Model Development as outlined in Section 26.2.20 of RMS.

Commercial Depreciation Study as outlined in Section 26.2.11 of RMS.

Commercial Income Approach Analysis as outlined in Section 26.2.21 of RMS.

The Consultant will be on-site four (4) days during the term of the contract.

The Consultant will work with County personnel to explain the processes used in the analytical phases.

The Consultant will provide the County market based estimates of value based on the current inventoried data characteristics supplied by the county. It will be the County Appraiser or designee that will make the final value determinations.

Unlimited phone support for the contract items during the contract period.

Provided no undue delays the contract period will end upon the delivery of all stated items to the County. The date of completion of each of the phases above will be in accordance with PVD timelines as promulgated in the 2020 Procedural Compliance Guidelines. Expected completion will be February 1st, 2021.