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**TO: County Board of Commissioners**  
**FROM: Ryan Wood, Administrator**  
**SUBJECT: Agreement – Equalization Services**  
**DATE: October 1, 2025**

Attached please find a draft of a revised contract for equalization services for data entry of all forms of deeds, property transfer affidavits and any other recorded documents relating to the Equalization Department. This contract has been in place since May of 2024.

The contract is unchanged except for payment. Previously the rate was set at \$7 per deed. During the twelve-month period August 2024 through July 2025 the county paid \$12,971 (1,853 documents). The attached contract sets an annual rate of \$13,500 for each of the next two years.

**Suggested Action**

Approve the Agreement for Equalization Services with Bengel Assessing Services for the period 10-1-2025 through 9-30-2027.



**Keegan Bengel**  
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## **AGREEMENT FOR EQUALIZATION SERVICES**

Agreement made and entered in this the 1st day of October 2025 by and between **Gratiot County**, Gratiot County, Michigan hereinafter referred to as 'County' and Bengel Assessing Services, LLC, hereinafter referred to as 'Contractor'.

**WHEREAS**, it is the intent of the County to retain Bengel Assessing Services, LLC for Equalization Services; and

**WHEREAS**, Bengel Assessing Services, LLC has the appropriate State Certification to act in the capacity for and behalf of the County; and

**WHEREAS**, the parties wish, by this agreement, to define their respective rights and responsibilities, among others during the term of this agreement;

**NOW THEREFORE**, for and in consideration of the mutual covenants herein stated, it is hereby agreed by and between the parties as follows:

### **SECTION 1 – BASIC SERVICES OF THE CONTRACTOR**

#### **1.1 Services:**

The Contractor shall perform data entry for the Gratiot County Equalization Department including all forms of deeds, property transfer affidavits and any other recorded documents relating to the Equalization Department. All documents will be entered into the County sales database according to the Computer Assistance Mass Appraisal guidelines set by Michigan State Tax Commission.

#### **1.2 Indemnification/ Employment:**

The parties hereto acknowledge that all personnel which may or might be utilized by the Contractor in the performance of its duties hereunder shall, for all purposes, including by way of example, but not by way of limitation, be considered employees of the Contractor and not employees of the County with the Contractor responsible for worker's compensation, unemployment compensation, withholding, and payment of personnel. The Contractor shall indemnify the County and hold the County harmless from any claim, cause of action or other liability, which may or might arise by virtue of any claim of any employee of the Contractor relating to his/her employment by Contractor.

#### **1.3 Miscellaneous:**

The Contractor will be required to perform the assigned duties under the laws, rules and guidelines in existence as of the signing of this contract. Should the laws, rules, and guidelines change during the term of this contract, then the Contractor and the County shall be afforded the opportunity to renegotiate this contract.

#### **1.4 Office Supplies:**

The Contractor will provide all office supplies. This does not include laptop with remote access to the County network.

### **SECTION II – TERM OF AGREEMENT**

#### **2.1 Contract Period:**

The Contractor shall commence performance of the services herein contemplated on 10-1-2025. Unless sooner terminated, this agreement shall, by its terms, expire on 9-30-2027 (2 years).

#### **2.2 Mutual Right of Termination:**

Either party may cancel this agreement upon thirty (30) days written notice to order. This right of cancellation is specifically exercisable at the sole discretion of either party and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such cancellation under the provisions of this part shall be thirty (30) days from date of mailing of such notice by certified mail, return receipt requested.

#### **2.3 Termination for Cause/Breach:**

The provisions of this part shall not preclude, limit, nor abrogate, the right of either party to immediately terminate this agreement in the event of material breach by the other, nor shall it be construed to limit nor abrogate the right of either party to seek such remedies as shall be available, at law or equity, in the event of such material breach.

#### **2.4 Amendment/ Renegotiation:**

Nothing herein contained shall be construed to limit nor abrogate the rights of the parties to modify or amend this agreement at any time hereafter; provided, however, that no such amendment nor modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives. If the contract is not renegotiated prior to its expiration, and the County desires to have the Contractor continue on a month-to-month basis, the fee will be negotiated at that time, for the months following the last day of the contract.

### **SECTION III – PAYMENT**

#### **3.1 Compensation of Basic Services:**

During the term of this agreement, which shall be from 10-1-2025 through 9-30-2027, unless sooner canceled or terminated under the provisions of the Section II herein, the County agrees to pay to the Contractor for performance of the basic services set forth in this agreement at the annual rate of \$13,500.

#### **3.2 Billing/Time of Payment:**

The Contractor will be responsible to provide a quarterly invoice based upon the annual rate set forth in the Section 3.1 herein.

### **SECTION IV – COUNTY'S RESPONSIBILITIES**

#### **4.1 Basic Data:**

The Township shall provide the Contractor with access to the County's Equalization database along with any programs used to view deeds and other recorded documents.

#### **4.2 Office and Equipment:**

The County shall provide the Contractor with a laptop that has the capability to remotely access the County's network, including any software needed for completion of the services listed in Section 1.1. The Contractor will perform all services outlined in Section 1.1 within the County's licensed program of BS&A Software.

#### **4.3 Office Supplies**

The Contractor will be required to provide all office supplies.

#### **4.4 Computer:**

The County will supply computer software to perform the data entry. The County will maintain the software through a regular maintenance program.

### **SECTION VI – MISCELLANEOUS**

#### **5.1 Non-Assign Ability:**

The parties to this agreement acknowledge that, in much the same nature as a Personal Services Contract, the County's decision to contract with the Contractor is based in part upon the perceived expertise and ability of the Contractor, thus it is agreed that the Contractor's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the County. Also, in the event that vacation, illness, injury, or incapacity in any form, whether elective or imposed, should cause the Contractor to be unable to personally fulfill the terms and obligations of this agreement for a period exceeding three (3) calendar weeks (21 days), the Contractor shall provide the County, at their expense, a state certified assessor (level MCAT or above) to perform any and all such functions as required by this contract for the complete term of the Contractor's absence or incapacity. The County reserves the right to approve or reject, without cause and at its sole discretion, any designee named to "fill-in" for Contractor for a period exceeding two calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said assessor designee shall constitute a material breach of the contract pursuant to the "termination for cause" provision subsection 2.3 herein.

#### **5.2 Attorney's Fees:**

In the event of material breach of this agreement by either party it is agreed that the non-defaulting party shall be permitted to recover, in addition to any other remedies as in may be available to it, at law or at equity, all reasonable attorney's fees and cost incurred as a direct result or consequence of such breach.

#### **5.3 Venue:**

It is mutually agreed that, in the event of any proceeding, at law or equity, arising under this agreement or breach thereof, that the venue of any such action shall be in the County of Gratiot and State of Michigan.

#### **5.4 Authorization:**

The respective signatures hereto expressly acknowledge that this agreement is made and entered into with full authority of the County Board of Commissioners and Bengel Assessing Services, LLC that the persons executing this agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this agreement by said Board and said Contractor.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

Administrator \_\_\_\_\_ Date \_\_\_\_\_

Contractor \_\_\_\_\_ Date \_\_\_\_\_