

Supervisor of Assessments CAMA System Project:

#21-83

Contracts with Vanguard Appraisals Inc for real estate data conversion services, service contract and license agreement: 5-year contract to install a computer-assisted mass appraisal system (CAMA) to digitize property assessments records from a paper/manually maintained format to an electronic format that can be accessed and viewed online.

Installation of program & training:	\$ 10,500.00
Initial license fees:	18,402.50
Service fees (5 years)	39,250.00 (Paid annually: \$7,850)

Contract with Vanguard Appraisals Inc for the data input and sketch input of all urban residential and rural residential & agricultural improvements into the CAMA system.

Data input of residential & agricultural improvements:	\$ 180,904.50
--	---------------

Contract with Property Evaluation and Tax Advisors for field inspections and review of commercial properties to verify accuracy and provide suggested property valuation, obtaining current photos, data input and sketch input into the CAMA system.

Field inspections & data input of commercial improvements:	\$ 185,000.00
--	---------------

Initial Costs:

Program installation:	\$ 36,752.50
Residential input:	180,904.50
Commercial valuation & input:	<u>185,000.00</u>
TOTAL INITIAL COSTS:	\$ 402,657.00

Annual service expense:	\$ 7,850.00
Annual website fee:	<u>5,000.00</u>
TOTAL ANNUAL COST:	\$ 12,850.00

* There is no installation fee for the website – just the annual service fee once the data is entered.

* The data is stored on our server. Vanguard does not release our information. Jano has reviewed the system and hard drive space requirements.

#21-83

CONTRACT AND SPECIFICATIONS
FOR THE DATA INPUT
OF CERTAIN REAL PROPERTY
IN MARSHALL COUNTY, IL



VANGUARD APPRAISALS, INC.
CEDAR RAPIDS, IA

CONTRACT SUBMISSION

This contract is submitted this 3rd day of August, 2021, by Vanguard Appraisals, Inc., executed by Robert P. Ehler, President.

Attached hereto are specifications for the pricing and sketch input of certain described property in Marshall County, Illinois of which are herewith a part of this contract.

All data input work shall be completed by December 31, 2023 in accordance with the attached specifications for the following parcel prices:

<u>Class</u>	<u>Price Per Parcel</u>
Urban Residential	\$24.00
Rural Residential & Agricultural with Improvements	\$37.50

The terms of this contract, including all specifications, shall be firm for acceptance for thirty (30) days after the contract submission date indicated above.

VANGUARD APPRAISALS, INC.



Robert P. Ehler President

CONTRACT

This agreement entered into this _____ day of _____, 2021, by Marshall County, Illinois, executed by the Marshall Co Supervisor of Assessments, First Party, and Vanguard Appraisals, Inc., executed by Robert P. Ehler, President, Second Party, as follows:

1. That attached hereto are specifications for the proposed computer Residential pricing and sketch input of certain described property in Marshall County, Illinois.

2. That the First Party employs the Second Party, and the Second Party will perform all of the work described in all of the documents referred to in paragraph 1 hereof, in accordance with the terms and conditions set out in said documents.

3. That the First Party will pay the Second Party on a per parcel basis as set forth in item III of said specifications referred to in paragraph 1 of this contract, to be paid in accordance with the terms of the documents described in paragraph 1.

VANGUARD APPRAISALS, INC.

MARSHALL COUNTY, ILLINOIS



Robert P. Ehler
President

Patricia Welsh
Marshall Co. Supervisor of Assessments


County Board Chairman

MARSHALL COUNTY, ILLINOIS
COMPUTER DATA INPUT
SPECIFICATIONS

I. PURPOSE

This contract is for the purpose of computer data input of the residential classed and Agricultural classed (with improvements) properties utilizing Vanguard Computer Systems (VCS) residential pricing and sketching software.

II. TERMINOLOGY

The word "Company" as used in these specifications shall mean Vanguard Appraisals, Inc.

The word "Assessor" means the Supervisor of Assessments of Marshall County, Illinois.

"Improved parcel" as used in these specifications shall mean a single tract of legally described land area containing one or more improvements.

III. <u>PARCEL BID</u>	<u>Price Per Parcel</u>
Urban Residential	\$24.00
Rural Residential & Agricultural with Improvements	\$37.50

IV. COMPUTER DATA INPUT

Vanguard Appraisals, Inc. shall input the data on the VCS residential pricing system at the company's home office and provide the Assessor with the parcel data file containing the parcels upon the completion of the data input.

IV. COMPUTER DATA INPUT (Cont.)

The Assessor shall purchase all computer software programs under separate contract.

The data input services provided by the company shall include editing the current residential and agricultural building listing information to correspond with the Assessor's property record card, draw the computerized perimeter sketch of the dwelling and link all sketches to the pricing fields.

The company shall be permitted to transfer all existing computerized parcel data files which shall include parcel number, ownership, legal description, classification, property address, land size, residential pricing fields, value allocation or prior values.

The Assessor will provide the following information to facilitate data input:

1. Provide a list of the names of the towns, townships, and tax districts.
2. Conversion chart for current grading factors to VCS grades.
3. Cross reference for abbreviations currently utilized and VCS descriptors.
4. Cross reference for building styles and VCS building codes.
5. Current depreciation chart (or we can use the VCS residential and agricultural default depreciation charts).
6. Provide readable photocopies of the existing improved residential and agricultural building property record cards.
7. Instructions and guidance if allocation of values by classification is to be included in the input process.
8. Guidelines for pricing such items as decks, patios, porches and garages.

IV. COMPUTER DATA INPUT (Cont.)

Vanguard Appraisals, Inc. shall input the following information:

1. Current Residential dwelling and agricultural building listing data, utilized for pricing.
2. Current dwelling perimeter sketch if measurements are given.

The company shall utilize the following guidelines:

1. Depreciation chart shall be the standard residential building tables unless alternate charts are provided by the Assessor.
2. Residential pricing guidelines (See Addendum 2).
3. Standard Abbreviations (See Addendum 3).

V. PARCEL RECORDS

The Assessor will provide the company with a photocopy of the existing property record cards for each parcel to be included under this contract. Photocopies shall be of a quality acceptable to the company. It will be the Assessor's responsibility to transport the photocopies or record cards to the company's home office in a timely fashion so as to allow the company to complete the project in accordance with the contract completion date. The company shall not be responsible for the omission of any data for any parcel for which they did not receive a photocopy or record card. It shall be the responsibility of the Assessor to edit any parcels that have changes after the photocopies were made and shipped to the company.

If the County is unable to make photocopies the company shall do so for an additional hourly rate of \$50.00, plus the cost of shipping the records to and from the company home office.

V. PARCEL RECORDS (Cont.)

Upon completion of the data input the parcels containing the data input performed by Vanguard Appraisals, Inc. shall be returned to the Assessor's computer system. The company shall flag any parcels in the computer system if there are any questions or missing information. It will be the Supervisor of Assessor's responsibility to edit any information as a result of these questions upon the turnover of the data records to the Supervisor of Assessor's computer system.

If duplication or omission of parcel numbers occurs during the data creation, the data generated by the company will be dependent upon the information provided on the property record copy.

Market analysis and studies to be conducted in order to establish land table prices, depreciation charts, map area factors, obsolescence or land adjustment factors are not part of this contract.

VI. EQUIPMENT

The company shall be responsible for providing all computer hardware necessary for the data input phase that will be performed at the company's home office.

VII. RESTRICTIONS

The company shall not sublet this project or any part of it to any other person or firm.

There are no third party beneficiaries to this contract.

VII. RESTRICTIONS (Cont.)

This contract is for the purpose of providing data input (using current parcel record information) to allow the jurisdiction the opportunity to complete the revaluation process with their own personnel. It is not intended to produce market value estimates. It is the responsibility of the jurisdiction to arrive at market value as provided in the Illinois Code.

VIII. SEQUENCE AND TIMING

The company shall begin work any time after the signing of the contract and shall be completed no later than December 31, 2023. This completion date shall be dependent upon the timely receipt of all records from the County for data creation and input by the company no later than January 1, 2023.

IX. PAYMENT SCHEDULE

The company shall submit monthly billings showing the amount due for that period. The County will not be billed in advance for work not completed. Progress reports shall be submitted to the Assessor upon request. Full payment shall be due at the time all data files are submitted to the Assessor.

Payment of each monthly billing shall be due no later than thirty (30) days following the date of receipt. Should final payment not be received within the specified time, an interest charge at the commercial bank rate on the outstanding amount shall be applied to the next billing.

IX. PAYMENT SCHEDULE (Cont.)

The County further agrees that failure by the County to make payments to the company as contract work is performed will result in the delay of the contract completion date until all delinquent billings are paid in full.

**ADDENDUM NO. 1
MARSHALL COUNTY, ILLINOIS
PROJECT COST SUMMARY**

Data Input Project

Urban Residential:	4,708 parcels @ \$24.00/parcel = \$112,992.00
Rural Residential &	
Agricultural w/ Improvements:	1,811 parcels @ \$37.50/parcel = <u>\$67,912.50</u>
Total Project	\$180,904.50

All costs are projected based upon parcel counts and information supplied by County officials. The final cost may vary slightly.

ADDENDUM NO. 2
MARSHALL COUNTY, ILLINOIS
BASIC RESIDENTIAL BID SPECIFICATIONS

*These items will Not Be Listed, Sketched or Charged for:

Free Standing Fireplaces
Electric Eye (Auto Gar Opener)
Built-Ins
Stoops
Concrete Slabs
Patios Under 60 SF
Decks Under 60 SF
Roof/Canopy Less than 5'
Roof Overhang Less than 5'
In ground Sprinkler System
Above Ground Pool and Deck around it
Tennis Court
Basketball Court
Dog Runs
Portable Sheds
Attic with Pull Down Stairs Only
Sheds Under 100 SF
Bay Window that is not part of living area. (Cannot walk into)
Privacy Fences
Driveways

Round Sketches to the nearest whole foot.

Round Basement Finish to nearest 25 SF (Do not exceed square footage of the dwelling and additions).

Plumbing will not be listed by floor.

Use the Standard VAI abbreviations.

Room counts will be listed as above and below ground.

Agricultural outbuildings built before 1970 will not be priced with adjustments or additional equipment. Adjustments and equipment adjustments will be applied to free stall barns, egg laying buildings, hog confinements, hoop houses, steel utility buildings and steel grain bins regardless of age. –

*Suggested bid specifications only. These specifications shall be edited and approved by the Assessor or his/her designate.

ADDENDUM NO. 3
MARSHALL COUNTY, ILLINOIS
ABBREVIATIONS

The following is a list of abbreviations to be used when entering remarks or sketch labels in VCS.

ACOUS	=	Acoustical
ADDN	=	Addition
AGGR	=	Aggregate
ALUM	=	Aluminum
APT	=	Apartment
ASB	=	Asbestos
ASPH	=	Asphalt
ASPH RL	=	Asphalt Roll
@	=	At --- DO NOT USE
ATT	=	Attached
BSMT	=	Basement
BATH	=	Bathroom
BW	=	Bay Window
BDRM	=	Bedroom
BERMED	=	Bermed
BLK	=	Block
BRZY	=	Breezeway
BRK	=	Brick
BLDG	=	Building
CANOPY	=	Canopy
CARPET	=	Carpet
CLASS	=	Classification (grade)
COMM	=	Commercial
COMPO	=	Composition
CONC	=	Concrete
C BLK	=	Concrete Block
DK (sk only)	=	Deck
DEPR	=	Depreciation
DIA	=	Diameter
DRWL	=	Drywall
DWLG	=	Dwelling
EARTH	=	Earth
EE	=	Electric Eye
EP	=	Enclosed Porch
EQUIP	=	Equipment
EQUIV	=	Equivalent
FBGLS	=	Fiberglass
FP	=	Field Price
FLR	=	Floor
FLR & STRS	=	Floor and Stairs
FTR	=	Footer
FHA	=	Forced Hot Air
FR	=	Frame
FURNACE	=	Furnace
GAR	=	Garage
HDWD	=	Hardwood
IND	=	Industrial
IRR	=	Irregular
LF	=	Linear (Lineal) Foot
LINO	=	Linoleum
LOG	=	Log

ABBREVIATIONS (CONTINUED)

LS	=	Lump Sum
MFD HOME	=	Manufactured Home
MTL	=	Metal
N/C	=	No Charge (This will apply to notes and sketches)
NV	=	No Value
1S	=	One Story
1 1/2S	=	One and One-half Story.
OP	=	Open Porch
OH	=	Overhang
OHD	=	Overhead Door
PANEL	=	Paneling
PATIO	=	Patio
/	=	Per --- DO NOT USE
PLF	=	Per Lineal Foot
PSF	=	Per Square Foot
PORCH	=	Porch
PREFAB	=	Prefabricated
QUAR	=	Quarters
REC RM	=	Recreation Room
RF (sk only)	=	Roof
SCRN	=	Screened
SCRNP	=	Screened Porch
SEMI-IMPR	=	Semi-Improved
SIDING	=	Siding
SIM STN	=	Simulated Stone
SV	=	Sound Value
SF	=	Square Feet
SFFA	=	Square Feet Floor Area
SFSA	=	Square Feet Surface Area
STL	=	Steel
STN	=	Stone
STP	=	Stoop
STP/R	=	Stoop with Rail
STUCCO	=	Stucco
SUSP	=	Suspended
3SP	=	Three Season Porch
2S	=	Two Story
VINYL	=	Vinyl
W/ (sk only)	=	With
WD	=	Wood
WD DK	=	Wood Deck
WD STP	=	Wood Stoop

ABBREVIATIONS (CONTINUED)

ACCEPTED POST OFFICE ABBREVIATIONS

AVE	=	Avenue
BLVD	=	Boulevard
BLDG	=	Building
CIR	=	Circle
CT	=	Court
DR	=	Drive
FLOOR	=	Floor
HWY	=	Highway
LN	=	Lane
PARK	=	Park
PL	=	Place
PKY	=	Parkway
PLZ	=	Plaza
RD	=	Road
ST	=	Street
TRL	=	Trail
TER	=	Terrace
WAY	=	Way

#21-83

LICENSE AGREEMENT

This Agreement is made and entered into this 4TH day of August 2021 by and between VANGUARD APPRAISALS, INC., an Iowa corporation, having offices at 1065 Sierra Ct. N.E., Suite D, Cedar Rapids, Iowa 52402 ("Vanguard") and Marshall County, IL, Chief Co Assesmnt Office ("Client").

WHEREAS, Vanguard owns, and licenses others to use, certain computer application software modules and related materials known as Vanguard Computer Systems *CAMAvision®* software for personal property appraisals and real estate appraisals, and

WHEREAS, Client desires to purchase from Vanguard a non-exclusive license and right to use selected portions or modules of the Vanguard Computer Systems *CAMAvision®* software and related materials solely for Client's own purpose of appraising real estate and/or personal property, and Vanguard is willing to grant Client such a license subject to the terms and conditions of this Agreement.

Now therefore, the parties agree as follows:

1. **LICENSED MATERIALS.** "Licensed Materials" shall mean the selected portions or modules of the Vanguard Computer Systems *CAMAvision®* software identified on Schedule A attached hereto and incorporated herein by reference, and any related documentation or materials, and any updates and additions to such software, documentation or materials, to be furnished to Client under this Agreement from time to time.
2. **GRANT OF LICENSE.** Vanguard grants to Client and Client accepts, on and subject to limitations, terms and conditions set forth in this Agreement, a non-exclusive, non-transferable right and license to use Licensed Materials solely for Client's personal and internal purpose of appraising real estate and/or personal property. Each module of the Licensed Materials may only be installed and used on one server at a time, and the Licensed Materials may only be accessed at any one time by the number of users for which Client has paid a license fee as set forth in Schedule A. Additional licensed users for each of the Licensed Materials and additional modules of the Vanguard Computer Systems *CAMAvision®* software may be added to this License Agreement as Licensed Materials through supplements to Schedule A approved in writing by both Vanguard and Client, or pursuant to a new License Agreement executed by the parties.
3. **LICENSE FEES.**
 - (a) Vanguard shall supply the modules of the Licensed Materials and/or Internet Service listed on the attached Schedule A and Vanguard will invoice Client for, and Client agrees to pay, the license fees indicated on the attached Schedule A.
 - (b) All license fees are exclusive of shipping charges and any federal, state, provincial or local taxes, including any sales, use, VAT or other taxes imposed on this transaction, the license fees, or on Licensee's use or possession of the Licensed materials, all of which, if any, shall be paid by Client without deduction from the license fees.
 - (c) Fees paid or payable by Client for the purchase of the license for the Licensed Materials are not refundable by Vanguard, and no adjustment will be made to such fees if Client discontinues use of the Licensed Materials or if Vanguard terminates this Agreement under Section 8(b) below. Vanguard reserves the right to collect 75% of the total license fees should the client choose to cancel this Agreement prior to installation of the Licensed Materials.
4. **LIMITATIONS ON USE OF THE LICENSED MATERIALS.** Client shall not, directly or indirectly:
 - (a) allow the modules contained in the Licensed materials to be used at any point in time by more than the number of persons for whom a licensee fee has been paid, as specified on Schedule A, and all such use may only be by those persons using such modules for the benefit of Client in the course and scope of their employment as an employee of Client;
 - (b) copy, modify or create derivative works of the Licensed Materials;
 - (c) transmit, translate, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Licensed Materials;
 - (d) without the prior written consent of Vanguard, which consent may be withheld by Vanguard in its sole discretion, assign this Agreement, or rent, lease, license, sublicense the Licensed Materials to any other person, or transfer,

Vanguard Appraisals, Inc.

allow access to, distribute or otherwise make available License Materials to independent contractors or others who do not receive a Form W-2, Wage and Tax Statement, from Client, as used in the United States income tax system as an information return to report wages paid to employees and the taxes withheld from them, or to allow others to do so; or;

(e) incorporate the Licensed Software, in whole or in part, into a product which Vanguard determines is designed to compete with the Licensed Materials, which will include, but not be limited to, local databases or Web-based search engines; or

(f) make more than one copy of the Licensed Materials for backup.

5. CONFIDENTIALITY.

(a) Client covenants and agrees as follows:

(1) to receive and hold in confidence all Confidential Information revealed to Client by Vanguard pursuant to this Agreement;

(2) to not disclose any Confidential Information except to regular employees of Client who will receive a Form W-2, Wage and Tax Statement, from Client, in the current tax year (hereinafter referred to as "Client's Representatives") who have a reasonable need-to-know, who know of Client's obligations hereunder, and who are under like obligations with respect to Confidential Information received hereunder by virtue of their employment relationship with Client. Client assumes full responsibility for the compliance of Client's Representatives with the restrictions of this Agreement, all of which restrictions shall apply to and bind Client's Representatives. Any other disclosure of Vanguard's Confidential Information shall require Vanguard's prior written permission and execution of a similar agreement.

(3) not to use any Confidential Information for itself or for any third party or for any reason or purpose other than solely for its own purpose of appraising real estate;

(4) not to use any Confidential Information in any way detrimental to Vanguard (it being acknowledged that any use of Confidential Information by Client for purposes other than to solely for its own purpose of appraising real estate will be deemed detrimental to Vanguard and that no such use shall allow any disclosure that violates paragraph 5(a)(2) above; and

(5) at any time, upon the written request of Vanguard, (i) immediately return to Vanguard all copies of Licensed Materials and all additional documents and things within Client's possession, custody or control containing or reflecting any Confidential Information, (ii) irretrievably delete or erase all Confidential Information from any electronic storage medium (i.e., computers, computer disks, zip drives, etc.) within Client's possession, custody or control and provide Vanguard with a written statement confirming that all Confidential Information of Vanguard has been returned or deleted, and (iii) make no further use of the Confidential Information.

(b) As used in this Agreement, "Confidential Information" shall mean information relating to the Licensed Materials presented or disclosed to Client by Vanguard, whether such information is presented or disclosed in writing, electronic form, orally or obtained by visual inspection. Client agrees and acknowledges that such Confidential Information is not generally known to Vanguard's competitors, which gives Vanguard a competitive advantage over others who do not possess such Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information (regardless of how it may be marked) which (a) is already rightfully known to Client unless it is only known by Client due to Vanguard's disclosure of Confidential Information to Client prior to the execution of this Agreement, (b) was or becomes publicly known without disclosure by Client, (c) was or is acquired by Client from a third party, provided that the third party providing such information has not thereby breached any agreement with, or acted in derogation of, any confidential relationship with Vanguard, or (d) is disclosed pursuant to the lawful requirement of a government agency or is required by operation of law provided that Client gives Vanguard written notice of said disclosure request and a copy thereof so that Vanguard can take action, if any, to protect its Confidential Information. The burden shall be on Client to establish that information pertaining to Vanguard and/or the Licensed Materials is not Confidential Information.

6. LIMITED WARRANTY.

(a) Vanguard warrants that during the Warranty Period (as defined below) the software module(s) contained in the Licensed Materials will be free from material, reproducible programming malfunctions or defects and will operate in all material respects in conformity with the current specifications for such module(s) published by Vanguard. Vanguard does not warrant that the modules in the Licensed Materials will operate uninterrupted or error free.

Vanguard Appraisals, Inc.

(b) As the sole obligation of Vanguard and the sole remedy of Client under the foregoing warranty, Vanguard will seek to correct, through the means Vanguard determines to be most appropriate, any malfunction or defect in such Licensed Materials at no additional charge to Client within a reasonable time after they become known, provided (1) such malfunctions or defects are reported to Vanguard by Client within twelve (12) months from the effective date of this Agreement or thereafter during any period in which Client maintains a Service Contract with Vanguard under which Client is current and not in default (the "Warranty Period"), and (2) Vanguard is able to reproduce and confirm the reported malfunction or defect.

(c) The foregoing limited warranty shall be null and void, and Vanguard shall have no warranty obligation with respect to any software module contained in the Licensed Materials if such module is modified or altered by any party other than Vanguard, its employees or agents, or such module is used for purposes for which it was not intended or for purposes not authorized by this Agreement, or the module was damaged due to causes external to such software (e.g., a power surge or electromagnetic field, etc.). Vanguard shall have no responsibility for any hardware failures.

(d) THE LICENSED MATERIALS ARE OTHERWISE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VANGUARD FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INTERFERENCE WITH ENJOYMENT OR FROM NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE LICENSED MATERIALS REMAINS WITH CLIENT.

(e) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VANGUARD OR ITS SUPPLIERS BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE LICENSED MATERIALS, EVEN IF VANGUARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT. In no event shall Vanguard's liability for the performance or nonperformance of this Agreement, or otherwise, exceed the amount actually paid to Vanguard under this Agreement.

7. **TITLE.** Title, ownership, rights and intellectual property rights in and to the Licensed Materials shall remain in Vanguard and/or its suppliers. The Licensed Materials are protected by the copyright laws of the United States and international copyright treaties. Title, ownership rights and intellectual property rights in and to the content accessed through the Licensed Materials is the property of the applicable content owner and may be protected by applicable copyright or other law. This license gives you no rights to such content.

8. **TERM.**

(a) The rights granted by Vanguard shall take effect on the date first written above and shall remain in force as long as Client is in compliance with the limitations, terms and conditions of this Agreement, provided Vanguard reserves the right to change this Agreement when deemed necessary in Vanguard's discretion due to changes in technical specifications.

(b) Vanguard further reserves the right to terminate this Agreement and any Service Contract by written notice to Client if Client fails to comply with any of the limitations, terms or conditions set forth in this Agreement and such failure continues for a period of ten (10) days after Client receives written notice of such failure from Vanguard.

(c) Upon termination of this Agreement in accordance with Section 8(b), Client shall cease to use, and promptly relinquish and return to Vanguard the Licensed Materials, and Vanguard shall have the right to uninstall Licensed Materials from the Client's system. Sections, 4, 5, 6, 7 and 10 shall survive any termination of this Agreement.

9. **REPRESENTATIONS AND WARRANTIES OF CLIENT.** Client represents and warrants to Vanguard as follows:
(a) Client has taken all necessary action to make this Agreement legally binding on Client, that the individual signing this Agreement on behalf of Client has been fully authorized and empowered to execute this Agreement on behalf of Client, and this Agreement constitutes a legal, valid and binding obligation of Client in accordance with its terms, (b) no consent,

Vanguard Appraisals, Inc.

approval or authorization by any other party or governmental authority is required in connection with the execution, delivery, validity or enforceability of this Agreement; and (c) Client has funding sufficient for Client to fulfill its obligations under this Agreement.


10. **MISCELLANEOUS.** (a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof; (b) this Agreement may be amended only by a writing signed by both parties; (c) this Agreement shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions; (d) any litigation arising out of this Agreement shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa; (e) if any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect; (f) a waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof; (g) the provisions of this Agreement that require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination; (h) neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control; (i) Vanguard shall be entitled (without the necessity of posting any bond or establishing the inadequacy of damages as a remedy) to specific performance and injunctive relief to correct or enjoin any breach or threatened breach of Sections 4 and 5, in addition to all other remedies which might be available at law or in equity; and (j) If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith.

IN WITNESS WHEREOF, the Parties hereto have caused this LICENSE AGREEMENT to be executed by their duly authorized representatives in duplicate as of the date and year first above written.

VANGUARD APPRAISALS, INC.

By: _____
Brad Miller, Senior Vice President/CIO

IL6200
Marshall County

By: 
Official Title: Chairman
Date: August 12, 2021

Marshall County (Additional signature if required by jurisdiction.)

By: _____
Official Title: _____
Date: _____

Vanguard Appraisals, Inc.

SCHEDULE "A"
Marshall County IL6200

LICENSED MATERIALS:	FEE:
Agricultural Buildings License No. - AGB257	\$ 1,317.50
Network Upgrade(incl.1 workstation) License No. - NET285 (plus 2 add'l workstations)	\$ 4,292.50
PhotoVision License No. - PIC0320	\$ 2,082.50
Precomputed Commercial/Industrial License No. - PCOM310	\$ 3,060.00
Remote Edit (incl Master +1 remote) License No. - RNET286 w/RREM709	\$ 2,295.00
Residential Pricing License No. - RES3320	\$ 3,570.00
Sketch License No. - SK0326	\$ 1,487.50
VCS Backup License No. - BCKUP128	\$ 297.50
Total	<hr/> \$18,402.50

SERVICE CONTRACT

Agricultural Buildings

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Marshall County, IL, Chief Co Assesmnt Office ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a five year period upon software installation or commencing on 12/04/2021 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 6 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:

License - AGB257
Agricultural Buildings..... \$ 3750

All payments to Vanguard under this Service Contract shall be payable in U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

VCS Backup

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Marshall County, IL, Chief Co Assesmnt Office ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a five year period upon software installation or commencing on 12/04/2021 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 1 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:

License - BCKUP128
VCS Backup..... \$ 750

All payments to Vanguard under this Service Contract shall be payable in U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.

9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

Sketch

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Marshall County, IL, Chief Co Assesmnt Office ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a five year period upon software installation or commencing on 12/04/2021 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 8 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:

License - SK0326
Sketch \$ 3750

All payments to Vanguard under this Service Contract shall be payable in U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

Remote Edit (incl Master +1 remote)

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Marshall County, IL, Chief Co Assesmnt Office ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a five year period upon software installation or commencing on 12/04/2021 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 5.5 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:

License - RNET286 w/RREM709
Remote Edit (incl Master +1 remote)..... \$ 5250

All payments to Vanguard under this Service Contract shall be payable in U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

PhotoVision

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Marshall County, IL, Chief Co Assesmnt Office ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a five year period upon software installation or commencing on 12/04/2021 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 6 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:

License - PIC0320
PhotoVision..... \$ 4500

All payments to Vanguard under this Service Contract shall be payable in U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.

9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

Precomputed Commercial/Industrial

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Marshall County, IL, Chief Co Assesmnt Office ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a five year period upon software installation or commencing on 12/04/2021 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 24 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:

License - PCOM310
Precomputed Commercial/Industrial \$ 4750

All payments to Vanguard under this Service Contract shall be payable in U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.

9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

Residential Pricing

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Marshall County, IL, Chief Co Assesmnt Office ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a five year period upon software installation or commencing on 12/04/2021 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 36 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:

License - RES3320
Residential Pricing..... \$ 6000

All payments to Vanguard under this Service Contract shall be payable in U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.

9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

Network Upgrade(incl.1 workstation) plus 2 additional

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Marshall County, IL, Chief Co Assesmnt Office ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a five year period upon software installation or commencing on 12/04/2021 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 6 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:

License - NET285
Network Upgrade(incl.1 workstation) \$ 10500

All payments to Vanguard under this Service Contract shall be payable in U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.

9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

Vanguard Appraisals, Inc.

**SERVICE CONTRACT
Signature Page**

VANGUARD APPRAISALS, INC.

By: _____
Brad M. Miller, Senior Vice President/CIO
Dated: August 4, 2021

**IL6200
Marshall County**

By: _____
Official Title: _____
Date: _____

Marshall County *(Additional signature if required by jurisdiction.)*

By: _____
Official Title: _____
Date: _____

AGB257	Agricultural Buildings
BCKUP128	VCS Backup
SK0326	Sketch
RNET286 w/RREM709	Remote Edit (incl Master +1 remote)
PIC0320	PhotoVision
PCOM310	Precomputed Commercial/Industrial
RES3320	Residential Pricing
NET285	Network Upgrade(incl.1 workstation)

#21-83

**REAL ESTATE CAMA
DATA CONVERSION SERVICES AGREEMENT**

This Data Conversion Services Agreement is made and entered into the 4th day of August, 2021 by and between Vanguard Appraisals, Inc., an Iowa corporation, having offices at 1065 Sierra Ct. N.E. Suite D, Cedar Rapids, Iowa 52402 ("Vanguard"), and Marshall County Chief Co Assesmnt Office, of 122 N Prairie PO Box 328, Lacon, IL, 61540 ("Client").

WHEREAS, Vanguard has a background and expertise in the real estate mass appraisal business, it has developed Computer Assisted Mass Appraisal (CAMA) software for assessment officials and owns and licenses others to use, certain computer application software modules and related materials known as Vanguard Computer Systems *CAMAvision®* software ("CAMAvision® System").

WHEREAS, Client wishes to retain Vanguard to provide certain data conversion and other services, and Vanguard is willing to perform those services, all in accordance with the terms and conditions of this Agreement.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES.

(a) Subject to the terms of this Agreement, Client hereby retains Vanguard to provide, and Vanguard agrees to provide the following services (collectively, the "Services"):

Real Property Data file conversion from present systems [for use with the CAMAvision® System], per invoice # 18227.

(b) In order for Vanguard to perform the Services, (1) the Client must provide Vanguard with the data files and file layouts from Client's present legacy systems (2) the legacy system files as provided by the Client to Vanguard must be in a MS-Access database, Comma Separated Text files (CSV), ASCII comma delimited or other file format agreed upon by Vanguard, and (3) the legacy files must be extracted by Client from third-party system files before being provided to Vanguard.

(c) Vanguard will work with the IS staff, Assessor's staff, and or third-party to correlate proper conversion of the data fields, including ownership, and the appropriate format for conversion. Typically, Vanguard will perform a preliminary conversion, and Client staff will review the converted data as they learn the CAMAvision® System.

(d) Data will be converted by Vanguard a maximum of three (3) times (including the preliminary conversion discussed in Section 1(c) above). The first two (2) conversions (called "review conversions") are for the purpose of review and correction, and the third conversion is final (the "final conversion"). Upon being provided a review conversion by Vanguard, Client will have five (5) working days to contact Vanguard with any corrections. If Client fails to timely report corrections, or reports that there are no corrections to a review conversion, the review conversion shall be deemed a final conversion.

(e) Vanguard expects to convert a large portion of the Assessor's data files, provided, however, that Client acknowledges that due to data corruption, data encryption, non-equivalent data fields, and/or unforeseen issues, some parcel data may not be convertible or converted. Additionally, lack of cooperation from the Assessor's staff, IS staff, and or third-party vendors could hamper conversion efforts. Vanguard will use commercially reasonable efforts to work with the Assessor to accomplish maximum data conversion within the maximum conversion cost estimate set forth in Section 3 below.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Vanguard shall be determined by Vanguard.

3. PAYMENT. Client will pay a per diem fee (currently \$125.00 per hour) to Vanguard for the Services up to a maximum limit of [84 hours or ten thousand five hundred dollars (\$10,500)], provided that in the event that additional conversions or additional work is required by Vanguard due to conversion problems discovered or inherent in the Client's data (e.g., data corruption, data encryption, non-equivalent data fields, etc.), errors and omissions by the Client, the Assessor's staff, IS staff, and/or third-party vendor, or a lack of cooperation by Client, the Assessor's staff, IS staff, and or third-party vendor, Vanguard reserves the right to bill Client for such additional conversions or work at Vanguard's then current rates, even if it exceeds the maximum limit. All payment required hereunder are exclusive of federal, state, provincial or local taxes, including any sales, use, VAT or other taxes imposed on this transaction, the license fees, or on Licensee's use or possession of the Licensed materials, all of which, if any, shall be paid by Client without deduction from payments due hereunder.

4. EXPENSE REIMBURSEMENT. Vanguard shall pay all "out-of-pocket" expenses associated with the Services, and shall not be entitled to reimbursement from Client, unless the maximum limit [84 hours or ten thousand five hundred dollars (\$10,500)] is exceeded.

5. SUPPORT SERVICES. Client shall not be required to provide support services, including office space and secretarial services, for the benefit of Vanguard.

6. NEW PROJECT APPROVAL. Vanguard and Client recognize that Vanguard's Services will include working on various projects for Client. Vanguard shall obtain the approval of Client prior to the commencement of a new project.

7. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by Vanguard of the Services required by this Agreement, provided the provisions of Sections 9, 10, and 12 to 16 shall survive any termination of this Agreement.

8. RELATIONSHIP OF PARTIES. It is understood by the parties that Vanguard is an independent contractor with respect to Client and not an employee, partner or joint venturer of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Vanguard or its staff.

9. LIMITED WARRANTY. Vanguard shall perform its services hereunder in a workmanlike manner in accordance with industry standards, and subject to the quality of the data provided for conversion. Vanguard does not warrant that the Services or final conversion will be error free, or the accuracy or completeness of the data as converted. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Agreement exceed the total fees paid to Vanguard under this Agreement. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by Client more than 1 year after such cause of action accrued.

11. INTELLECTUAL PROPERTY. Vanguard shall retain full and exclusive title and ownership to any and all of its existing intellectual property rights and/or know-how, including but not limited to, patents, copyrights, trade marks and trade secrets, including any and all rights in and to the CAMAvision® System, used in performing the Services, and any intellectual property or know how developed by Vanguard in order to perform the services or as the result of the Services (other than the data) shall be the exclusive property of Vanguard.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties related to the subject matter hereof 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 between the parties.

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

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. 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 provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Agreement shall only be commenced in, and Client consents to the exclusive jurisdiction of, the state and federal courts sitting in Linn County, Iowa.

17. EXCUSED PERFORMANCE. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

18. REPRESENTATIONS AND WARRANTIES OF CLIENT. Client represents and warrants to Vanguard as follows: (a) Client has taken all necessary action to make this Agreement legally binding on Client, that the individual signing this Agreement on behalf of Client has been fully authorized and empowered to execute this Agreement on behalf of Client, and this Agreement constitutes a legal, valid and binding obligation of Client in accordance with its terms, (b) no consent, approval or authorization by any other party or governmental authority is required in connection with the execution, delivery, validity or enforceability of this Agreement; and (c) Client has funding sufficient for Client to fulfill its obligations under this Agreement.

[Balance of page intentionally blank.]

Vanguard Appraisals, Inc.

IN WITNESS WHEREOF, the Parties hereto have caused this DATA CONVERSION SERVICES AGREEMENT to be executed by their duly authorized representatives in duplicate effective as of the date and year first above written.

Vanguard Appraisals, Inc.

By: _____
Brad M. Miller
Senior Vice President/CIO
Date: _____

Marshall County Chief Co Assesmnt Office

By: _____
Marshall County Chief Co Assesmnt Office
Date: _____

Marshall County (Additional signature if required by jurisdiction.)

By: Gary Kroucher
Official Title: Chairman
Date: August 12, 2021



Vanguard Appraisals, Inc.
Cedar Rapids, IA 52402
1065 Sierra Ct. N. E.

INVOICE

DATE	INVOICE #
8/4/2021	18227

BILL TO
Marshal County Supr. of Assessments Court House Lacon, IL 61540

Account #		DUE DATE		License Number	
IL6200		1/1/1901		CREATE	
QTY/...	ITEM	DESCRIPTION	INSTALLED	AMOUNT	
1	Parcel Create	Parcel data create from existing program. [Take existing identification data fields, i.e.:Parcel Number, House Number, Street Address, City, State, Zip, Legal Description, (Section Township, Range), Location/Classification. **For Missouri Clients: Taxing Districts (w/Auto Complete Table), Names. Also convert if possible notes and sales. User then adds parcel characteristic data] (*This is an estimate only, current data files will need to be viewed to give a more accurate estimate. Estimated cost is: \$8,000.00 depending on the files and cooperation of the Assessor's office and/or Assessor's third-party vendor. Amount could be exceeded.) (Based on up to 13,000 parcels.)		8,000.00	
1	Parcel Conversion C...	Parcel Conversion - Consultation and Implementation		2,500.00	
			Total	\$10,500.00	
			Payments/Credits	\$0.00	
			Balance	\$10,500.00	

Amount Due: Balance unless noted above.

Property Evaluation and Tax Advisors

4121 N Devon Ln, Peoria, IL 61614

Phone: (217) 778-5950

CONTRACT FOR COMMERCIAL ASSESSMENT AND CAMA SERVICES

This agreement is between the County Board of Marshall County, Illinois, hereafter referred to as "THE COUNTY" and Property Evaluation and Tax Advisors hereafter referred to as "PETA".

The intent of this Contract is for PETA to obtain key valuation information from all Marshall County commercial properties, input that information into THE COUNTY's Computer Assisted Mass Assessment system (CAMA), and recommend commercial values to THE COUNTY.

It is now mutually agreed as follows:

The Supervisor of Assessments shall provide and make available to PETA all pertinent records, maps and other related information of THE COUNTY that pertains to valuation and taxation of Commercial Property. Such records shall include, but are not limited to complete and accurate property legal descriptions, current ownership records, property record cards, maps, any electronic data pertaining to Commercial Property, and remote access availability, and I.T. assistance to the same.

The estimated number of parcels to be covered by this agreement is 620.

Parcels having Non-Homestead Exemptions, and properties valued by the Illinois Department of Revenue (pollution control facilities, railroads, et al.) and eighteen properties currently listed as Industrial are not included in this Contract for Services.

PETA representative(s) will conduct field inspections of all taxable Commercial Property in Marshall County. All inspections will be made by PETA officials, employees and/or subcontractors, all of whom will be licensed appraisers or Certified Illinois Assessing Officials.

By mutual consent, Township or Multi-Township Assessment District Assessors will be given the opportunity to accompany PETA representatives for field inspections of their respective jurisdictions.

Field inspections will verify the accuracy of current property descriptions and data, which will be updated when necessary. Updated descriptions and data will include, but not be limited to physical description of the property, age determination, quality of construction, depreciation (physical, functional, and economic) and exterior measurements of structures.

A perimeter sketch of each major structure on the property will be generated using CAMA software currently being utilized by the Assessments Office. The sketches will not include interior floor plans, wall diagrams, or fencing.

Updated photographs will be taken and included as part of the property record when new additions or structures are discovered or when current photographs no longer convey an accurate representation of the structures on the parcel.

All values will be generated from the CAMA, or by supplemental Marshal & Swift manual valuation, or by market analysis. All valuation procedures will utilize both an approach and methodology accepted by the Illinois Department of Revenue.

PETA will provide any required digital cameras, and measuring devices, as well as all vehicles and associated transportation costs.

It is understood that PETA is an independent contractor and is not an employee of Marshall County and does not have employee status for any purposes whatsoever.

All valuations will be completed for the 2023 Assessment Year, and will be in the form of recommended values submitted to the Supervisor of Assessments.

This Contract for Services shall be binding upon the successors of the Marshall County Board, the Marshall County Supervisor of Assessments, and PETA.

THE ABOVE SERVICES SHALL BE PROVIDED TO MARSHALL COUNTY, ILLINOIS,
FOR THE SUM OF One-hundred and Eighty-five Thousand Dollars (\$185,000).

Payment will be made by the following schedule:

At the date of signing of this Contract for Services	\$18,500
October 1, 2021	\$18,500
January 1, 2022	\$18,500
April 1, 2022	\$18,500
July 1, 2022	\$18,500
October 1, 2022	\$18,500
January 1, 2023	\$18,500
April 1, 2023	\$18,500
July 1, 2023	\$18,500
October 1, 2023	\$18,500

THIS CONTRACT FOR SERVICES IS ENTERED INTO BY MUTUAL CONSENT BY
THE CHAIRMAN OF THE MARSHALL COUNTY BOARD AND GARY TWIST D/B/A
PROPERTY EVALUATION AND TAX ADVISORS.



GARY R KROESCHEN
Chairman of the Marshall County Board



GARY TWIST
Property Evaluation and Tax Advisors



Vanguard Appraisals, Inc.
1065 Sierra Ct. N. E.
Suite D
Cedar Rapids, IA 52402

Estimate

DATE	ESTIMATE #
2/22/2021	5568

NAME / ADDRESS

Marshall County Supr. of Assessments
Court House
Lacon, IL 61540

CID#

IL6200

ITEM	DESCRIPTION	QTY	COST	HOURS*	TOTAL
Network	Network Upgrade (incl. 1 workstation) License	1	3,950.00	6	3,950.00
Network-Add'l	Network Additional Workstations License (2 additional)	2	550.00	0	1,100.00
Residential	Residential Pricing License	1	4,200.00	36	4,200.00
Ag Buildings	Ag Buildings Pricing License	1	1,550.00	6	1,550.00
PreComputed	PreComputed Comm/Ind License	1	3,600.00	24	3,600.00
PhotoVision	PhotoVision License	1	2,450.00	6	2,450.00
Remote Edit	Remote Edit (incl. Master + 1 remote) License	1	2,700.00	5.5	2,700.00
Sketch	Sketch License	1	1,750.00	8	1,750.00
VCS Backup	VCS Backup	1	350.00	1	350.00
	License Fees after discount				21,650.00
Discount 15%	Discount 15%		-15.00%		-3,247.50
	License Fees before discount				18,402.50
Network-	Service Fees	5	1,550.00		7,750.00
Network Add'l-	Service Fees (2 additional)	10	275.00		2,750.00
Residential-	Service Fees	5	1,200.00		6,000.00
Ag Bldg	Service Fees	5	750.00		3,750.00
PreComputed-	Service Fees	5	950.00		4,750.00
PhotoVision-	Service Fees	5	900.00		4,500.00
Remote Edit-	Service Fees	5	1,050.00		5,250.00
Sketch-	Service Fees	5	750.00		3,750.00
VCS Backup-	Service Fees	5	150.00		750.00
	Service Fees First thru Fifth Year Only Sub Total				39,250.00
			TOTAL		\$57,652.50

Prices good for 90 days.

*Time for installation and training.