

RESOLUTION NO. T-2018-12-019R

**RESOLUTION AUTHORIZING THE CUNNINGHAM TOWNSHIP ASSESSOR TO SIGN A CONTRACT WITH
JRM CONSULTING INC. FOR COMPUTER AIDED MASS APPRAISAL (CAMA) SOFTWARE**

WHEREAS, The Township Assessor of Cunningham Township, Champaign County, Illinois is responsible for identifying, listing, appraising, and valuing, all real property in Cunningham Township;

WHEREAS, Cunningham Township has approximately 11,000 parcels to be valued by the Cunningham Township Assessor;

WHEREAS, the Cunningham Township Assessor's office has no up to date CAMA software;

WHEREAS, the CAMA software currently in use by the township assessor has not been updated in many years by the previous administration and staff;

WHEREAS, up to date CAMA software is an essential tool in a modern assessment office;

WHEREAS, JRM Consulting has developed Assessors IMS, software used by many township assessors in Illinois;

WHEREAS, the cost of one license for the Assessors IMS software is \$4,000 the first year and \$1,250 per year next year and beyond, and the Township Assessor requires a minimum of three licenses;

NOW, THEREFORE, BE IT RESOLVED By the Township Board of the Town of Cunningham, that the Township Board authorizes the Township Assessor to sign the contract with JRM Consulting to purchase the Assessors IMS software for CAMA purposes.

Approved by the Township Board of the Town of Cunningham, Champaign County, Illinois, on this 3th day of December 2018.

Charles A. Smyth, Township Clerk

Diane Wolfe Marlin, Chair



Assessors IMS© Agreement

November 2018

Jerry Marquardt
President

JRM Consulting Inc.
PO Box 4616
Naperville, IL 60567
630.579.9100

Prepared for

Wayne Williams
Assessor
Cunningham Township Assessors Office
205 West Green Street
Urbana, IL 61801

Assessors IMS©

Assessors
Information
Management System

Dear Mr. Williams,

Thank you very much for the opportunity to assist you through the implementation of the Assessors IMS©. We highly value every one of our clients and work closely with them to achieve the best CAMA (Computer Aided Mass Appraisal) system possible based on their specific needs as a township. We look forward to working with you and if any questions or concerns whatsoever, please contact us anytime.

Assessors IMS Features and Modules Included

PRC (Property Record Card) Management

Residential and Commercial property information management. Selection of one pre-built residential and commercial property card for the township.

Document Management: Within our PRC we have a complete document management system allowing you to attach digital files directly to any PRC in the system.

Residential Valuation System

The Assessors IMS has a powerful and flexible mass appraisal valuation system. Our valuation system allows you to generate multiple valuation worksheets for each property so you can run what if scenarios or review valuation worksheets from prior years.

- The Assessors IMS allows you to apply valuations to a wide variety of characteristics across multiple styles, neighborhoods and classes.
- Ability to apply factors globally across the entire jurisdiction or on a specific neighborhood or style.

- Apply factors to prior years' assessment and load them into the current assessment by style, neighborhood or class.
- Update land valuation codes and rate codes quickly and easily.
- No default valuation cost tables are included.

Media Management

The Assessors IMS comes with a powerful media management application to assist appraisers with loading photographs of properties on to the property record cards.

- Load photos from your local computer, an removable media card, a connected camera, a network drive or any location that your pc has access to.
- Media management displays a film strip user interface for ease of assigning parcel numbers and descriptions to photos.
- We validate all parcels entered to make sure they exist and display key parcel information for additional verification.
- Assign multiple photos to a single parcel.
- Assign a single photo to multiple parcels, great for condos and townhomes.

Comparable System

The Assessors IMS includes a complete comparable management system. Some of the features are:

- Assign multiple comparables to each property record card
- Comparable quick search – find your comparables fast
- Save multiple comparables to property record cards
- Generation of multiple types of comparable reports
- Include PRC's, maps and other attachments to comparable reports
- Open previously saved comparables and adjust them to generate comparable reports

Permitting System

The Assessors IMS includes a complete permit tracking and management system.

- Access all permits for a parcel right on the property record card.
- Inspections can be associated with an individual permit for tracking the progress of a permits completion.

- The outstanding permit report allows you to know what needs to be reviewed at any time.
- Multiple permit reports are available to review the status of all your permits.
- Batch permit entry: Batch permit entry allows for faster entry of permits in bulk.
- Search by permit type, permit number, municipality, permit date or multiple other options to find all the permits matching your criteria and then quickly view or edit that permit with a click of a button.
- JRM Consulting does not provide residential, commercial and or any other cost, income values whatsoever. As you know Assessors IMS does provide the ability to maintain and process residential and commercial values and generate value worksheets from them.

Appeal System

The Assessors IMS appeal system and tracking allows you to maintain and monitor the appeals on parcels.

- Track multiple levels of appeals per year.
- Log representative firms, intervenors, stipulation amounts and many other items.
- Multiple reports are available to review all existing appeals
- Generate stipulations with the ability to email them.
- Log hearing dates and results

Inquiry Management

The inquiry system allows you to log any contact you have with your constituents along with the status of the inquiry, the reason for the inquiry and the history that your office has regarding a property.

Reporting

The Assessors IMS comes with multiple stock reports that cover multiple categories throughout the system including but not limited to: Sales, Analysis, Comparables, Permits, Inquiries, audit trails and many others.

Mapping

The Assessors IMS includes built in mapping functionality which allows users to locate parcels in multiple views.

Assessors IMS Batch Attach© Media Importing

This application allows users to attach multiple types of media to any parcel within the Assessors IMS.

- Point the batch attach to any folder with files you would like to attach to the PRC's in the Assessors IMS and Batch Attach will display a list of all the files available.
- Assign parcel numbers, descriptions and Categories individually, by group or globally to all files in the list.

Requirements

JRM Consulting will need remote access to a computer on site for remote testing and implementation. Local storage for media and attached files will be required. An internet connection is required with a static IP address (please contact us for more information). All PC's will need to be running Windows 7 or later. We recommend 8GB of RAM on the PC's but the Assessors IMS can run on less.

Per our discussion you would be interested in working with SQL Server Express. We have done preliminary testing and believe that this should not be a problem. That being said you will need to install sql server express on your equipment and we would have to run tests to see if everything will function fully.

Sketching

Per our discussion you would like to continue to use your current sketching program. We have reviewed the vendors web site and it looks like it will be possible to integrate it with the Assessors IMS. Implementation of this 3rd party product will be done at our regular hourly rate.

Fees

The following items detail the costs involved with implementing the Assessors IMS along with the customizations listed in this document. All modifications and customizations to the existing Assessors IMS© beyond the features and modules outlined in the document will be billed at our current hourly rate.

Itemized Costs

Item	Quantity	Unit	Total
Assessors IMS © License	3	\$4,000	\$12,000
Training/Customization Hours	10	NC	NC
Assessors IMS Scan To © Optional	0	\$1,500	\$0
Assessors IMS Customization and 3 rd Party software integration	Hourly	\$150	TBD
Total:			\$12,000
Additional Items:			
<i>Required Annual Licensing, Support and Maintenance</i>	3	\$1,250	\$3,750
Optional Assessors IMS Integrated Web Site – Estimated, depends on customization (annual hosting not included)	1	1	\$3,000 - \$4,000

Data conversion and Assessors IMS© customizations will be billed on a regular basis at our current hourly rate. Third party software purchases and services will be billed at the time of purchase.

Acceptance

Upon acceptance of this agreement, at least 20% of the total licensing cost of the Assessors IMS© is due. Additional payments will be required on a regular basis per agreed upon terms between the Cunningham Township Assessor's office and JRM Consulting Inc. Payment in full for the Assessors IMS© must be completed within 18 months of this agreements date below. The annual licensing fee for the Assessors IMS© is required. By signing this agreement, the Cunningham Township Assessor's Office agrees in full to the Assessors IMS© licensing agreement. Please return a signed copy of this agreement to JRM Consulting Inc., PO Box 4616, Naperville IL 60567.

Accepted by (printed name)

Title

Date

Signature

SOFTWARE LICENSE AGREEMENT

BY ACCEPTING THIS AGREEMENT OR USING THE SOFTWARE, YOU AGREE TO ALL OF THESE TERMS AND CONSENT TO THE TRANSMISSION OF CERTAIN INFORMATION DURING ACTIVATION AND FOR INTERNET-BASED FEATURES OF THE SOFTWARE. IF YOU DO NOT ACCEPT AND COMPLY WITH THESE TERMS, YOU MAY NOT USE THE SOFTWARE OR FEATURES. Instead, you should return it to the JRM Consulting, Inc. (the "Licensor") with a principal place of business in Naperville, Illinois 60563 or other place where you purchased the software license.

1. DEFINITIONS.

(a) "Software" means the computer programs and documentation listed and described in Schedule A attached to this Agreement.

(b) "Install" means placing the Software on a computer or running it via a internet browser or any other use of the software.

(c) "Use" means (i) executing or loading or running the Software through any means including but not limited to computer RAM or other primary memory or internet browser, and (ii) copying the Software for archival or emergency restart purposes.

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orders of specific performance with respect to Client. Such remedies shall, however, be cumulative and not exclusive, and shall be in addition to any other legal or equitable remedy or remedies which JRM may have.

3. LICENSE TERM. This License is effective when executed by both parties and the license granted to the Software remains in force until Licensee stops using the Software or until Licensor terminates this License because of Licensee's failure to comply with any of its terms and conditions.

4. LICENSE FEE. Licensee agrees to pay Licensor the agreed upon licensing fee.

5. TERMINATION. Licensor shall have the right to immediately terminate this License if Licensee fails to perform any obligation required of Licensee under this License or if Licensee becomes bankrupt or insolvent or ceases operations for a period greater than 30 days.

6. RETURN OR DESTRUCTION OF SOFTWARE UPON TERMINATION. Upon termination of this License for any reason, Licensee shall return to Licensor or destroy the original and all copies of the Software including partial copies and modifications. Licensor shall have a reasonable opportunity to conduct an inspection of Licensee's place of business and computers to assure compliance with this provision.

7. TITLE TO SOFTWARE. Licensor retains title to and ownership of the Software and all enhancements, modifications and updates of the Software. Licensor owns all right, title and benefits, including but not limited to exclusive rights, patent, operating secret and all other logical property rights, in and to the Software, including, but not limited to, copyright rights, and Licensee agrees to execute all documents require to effect such obligation.

8. MODIFICATIONS AND ENHANCEMENTS. Licensee will make no efforts to reverse engineer the Software, decompile or make any modifications or enhancements without Licensor's express written consent. All updates, modifications or enhancements to the Software, whether authorized by Licensor or whether in violation of this License, are the property of Licensor.

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SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

10. REMEDY LIMITATIONS. Licensor's entire liability and Licensee's sole and exclusive remedy for breach of the foregoing warranty by Licensor shall be Licensor's option to either:

- return to Licensee the license fee for a maximum of 6 months in which the Software did not perform according to this warranty based upon written notification outlined in paragraph 16; or,

- repair the defects submitted by written notice within (6) six months. Defects must be reproducible and agreed to by JRM Consulting to be considered a defect.

11. DAMAGE LIMITATIONS. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, AND LICENSOR'S LIABILITY TO LICENSEE FOR ANY OTHER DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT WHETHER IN CONTRACT, TORT, OR OTHERWISE WILL BE LIMITED TO THE AMOUNT RECEIVED BY LICENSOR FROM LICENSEE AS COMPENSATION FOR THE SOFTWARE DURING THE 6 MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME SUCH CLAIM AROSE.

12. CONFIDENTIALITY. Licensee will treat the Software as a trade secret and proprietary know-how belonging to Licensor that is being made available to Licensee in confidence. Licensee agrees to treat the Software with at least the same care as it treats its own confidential or proprietary information. Licensee will not disclose or attempt to disclose any information, specifications or details about the Software.

13. ATTORNEY FEES. If any legal action is necessary to enforce this License, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

14. GENERAL PROVISIONS.

(a) Complete Agreement: This License Agreement together with all schedules referred to in this Agreement, all of which are incorporated herein by reference, constitutes the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements, representations and documentation relating to the subject matter of this Agreement.

(b) Modifications: Modifications and amendments to this Agreement, including any exhibit, schedule or attachment hereto, shall be enforceable only if in writing and signed by authorized representatives of both parties.

(c) Applicable law: This License will be governed by the laws of the State of Illinois.

(d) Notices: All notices and other communications given in connection with this License shall be in writing and shall be deemed given as follows:

- When delivered personally to the recipient's address as appearing in the introductory paragraph to this License;
- Three days after being deposited in the United States mail, postage prepaid to the recipient's address as appearing in the introductory paragraph to this License; or
- When sent by fax or telex to the last fax or telex number of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail or the recipient delivers a written confirmation of receipt.

Any party may change its address appearing in the introductory paragraph to this License by given notice of the change in accordance with this paragraph.

(e) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

15. ASSIGNMENT. The rights conferred by this License shall not be assignable by the Licensee without Licensor's prior written consent. Licensor may impose a reasonable license fee on any such assignment.

16. SEVERABILITY. In the event that any court of competent jurisdiction finds any provision of this License invalid and unenforceable for any reason, the parties agree that all remaining provisions shall remain in full force and effect and the provision determined to be invalid or unenforceable shall be enforceable to the highest extent permitted by law.

SCHEDULE A

The software includes but is not limited to the Assessors IMS© software, database tables, database schemas, database stored procedures, all database items related to the Assessors IMS, computer source code. All Assessors IMS© add-ons including but not limited to photo loader and Assessors IMS Scan To©, batch file loader.