

INTERMUNICIPAL AGREEMENT TO ESTABLISH A CAMA CONSORTIUM

This agreement is entered into pursuant to G.L. Ch. 40A by the participating cities and towns, acting through their respective boards of assessors and/or collectors, and by Franklin County, acting through its county commissioners. The purpose of the agreement is to help the participating cities and towns to improve their Computer Assisted Mass Appraisal (CAMA) and Tax Administration software and to engage in joint purchasing of products and services related to such software.

ASSESSMENTS

Each participating community shall annually pay to the treasurer of the county no later than July 15th the assessment applicable to the tier of service it elects to receive. Such payments are subject to appropriation, and may be paid from the assessors' or collectors' expense budget. The initial schedule of assessments and service entitlements for the different tiers is as follows:

Assessor's Tier 1: \$750 Said amount \$750 is the membership assessment.

Entitlements: Updated building replacement cost tables, membership in the consortium, optional participation in joint purchasing activities, no software enhancements beyond those already contracted for between the Department of Revenue and Sigma Systems Technology, Inc. for version 1.3 of the DOR CAMA system (hereafter referred to as the base system).

Assessor's Tier 2: \$1,500...Said amount includes the membership assessment and \$750 for enhancements. Entitlements: Updated building replacement cost tables, membership in the consortium, optional participation in joint purchasing activities, enhancements to the mass appraisal and assessment administration modules of the SCO Unix and MS-DOS versions of the base system.

Collector's Tier 1: \$1,000 ... Said amount assumes the assessor's have paid the membership assessment, and the \$1,000 is reserved for enhancements. If the assessors do not belong to the consortium, the Collector would have to pay the membership assessment to participate in the Collectors' enhancement tier. Optional participation in joint purchasing activities, enhancements to the billing and collection administration modules of the SCO Unix and MS-DOS versions of the base system.

The schedule of tiers and the membership assessment may be amended by a majority vote of the members of the consortium present at a general meeting for which notice shall be given at least 30 days in advance. The Board of Directors shall approve recommendations for any such amendment by majority vote. The enhancement assessments shall be set by the respective Tier Committee by a two-thirds vote.

Changing Tiers: A community can elect to change tiers at any time. If the community moves to a tier with fewer entitlements than the one in which it is currently investing, no settlement expenses

are required. If the community moves to a tier with more entitlements, it must pay the difference between the annual assessments of the tier it is in and the additional assessments for software enhancements for all years in which assessments contributed to the cost of such enhancements. Separate enhancements within tiers cannot be individually selected by communities but must be accepted as a group.

New Installations: Existing fee arrangements paid to Sigma for new installations are for the base system. Enhancements funded through consortium tiers can be installed if the community joins the appropriate tier(s) and contributes the additional assessments for software enhancements for all years in which assessments contributed to the cost of such enhancements. Separate enhancements within tiers cannot be individually selected by communities but must be accepted as a group.

The county treasurer shall deposit all such assessments in a separate account to be used only to pay the bills of the consortium. The county shall be paid an amount for administrative, accounting, and audit costs associated with the operation of the consortium. The amount will be negotiated annually between the consortium Board of Directors and the County Treasurer.

GOVERNANCE

The consortium shall be governed by a Board of Directors to be composed of the presidents of five user groups (Northeast, Southeast, Central, West, and Collectors) or their designees. If a user group does not elect a president or otherwise fails to designate a consortium Director, an election among communities in the user group will occur. Each community in the user group receives one vote and individual with the highest number of votes becomes the designated Director from that user group.

The Board of Directors will approve the formation of additional tiers, determining in consultation with the Department of Revenue, whether or not formation of such a tier could lead to a non-standard version of the software system that cannot be supported by the Department of Revenue and/or might be incompatible with other standard versions accepted by the consortium.

The Board of Directors may adopt bylaws and regulations for the consortium and shall approve all contracts. The board may designate one of its members to approve the payment of the consortium's bills by the treasurer. Payment for software enhancements requires that the Chairperson of the respective tier committee certify that the enhancements contracted for have been received and tested for adherence to specifications. The Board may meet telephonically and may approve contracts - and its designee may approve bills - by FAX or letter.

Each approved tier of the consortium will be governed a committee of four or more members composed of a representative of each user group with members participating in the tier. If fewer than four user groups are involved in the tier, communities in each user group that are involved can appoint additional representatives, in proportion to the number of user groups involved, until four or more representatives are selected.

OPERATION

The Board of Directors shall annually adopt and from time to time amend as necessary a budget for the consortium. The consortium's fiscal year shall be from July 1 to June 30. All goods and services shall be acquired through competitive procurement under the same laws that would govern the procurement of such goods or services by a member of the consortium. Multi-year contracts cannot be made in excess of amounts in the current annual budget, and contracts within a fiscal year cannot be in excess of amounts already collected for said purposes. No contracts shall be entered into in anticipation of assessments to be received.

DISSOLUTION

In the event that the consortium ceases to exist, any amounts remaining membership assessment and enhancement accounts will be divided equally among communities belonging to the consortium and specific enhancement tiers at the time the consortium terminates.
