BOONE COUNTY, INDIANA
AGREEMENT FOR TAX SALE SERVICES

THIS AGREEMENT FOR TAX SALE SERVICES ("Agreement") is dated as of the _____________day of _______, 2026 ("Effective Date") by and between the Board of Commissioners of Boone County ("County"), on behalf of the Boone County Auditor and Treasurer, and Government Utilities Technology Service ("Vendor"). The County and Vendor may be collectively referred to herein as the "Parties". The County and Vendor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **Scope of Services.** Vendor agrees to provide the County with the services identified in Exhibit A.

2. **Consideration.** In consideration, the Parties agree that Vendor shall charge and the County shall pay a per-parcel fee of One-hundred Ten Dollars ($110.00) that will be charged and collected for all certified parcels that are included in the Tax Sale process. Vendor's fee will be in addition to the County's Tax Sale Administration Cost and Title Search Fee, if any.

   This rate may not be amended or modified during the term of this Agreement, except upon agreement of both Parties.

3. **Term and Termination.** This Agreement shall commence on the Effective Date and terminate on December 31, 2026.

4. **Change in Scope of Work.** Vendor agrees to perform the Services identified in Exhibit A. Vendor shall not commence any additional work or change the scope of Services provided unless and until authorized in writing by the County and shall not make a claim for additional compensation in the absence of a prior written approval and amendment approved by the Board of Commissioners of Boone County and executed by both Parties.

5. **Termination.** If Vendor fails to perform under this contract, the County has the right to immediately terminate this Agreement by providing written notice to Vendor and awarding the contract to another vendor. Vendor agrees to pay liquidated damages to the County in the amount of $2,500.00 if it fails to perform and the County is forced to terminate this Agreement.

6. **Indemnification.** Vendor shall completely indemnify, protect and hold harmless the County from any and all costs, expenses, liability, losses, third party claims, suits, and proceedings of any nature whatsoever brought against the County arising out of or relating to the terms of this Agreement and the Scope of Services provided, unless such costs, expenses, liability, losses, claims, suits, or proceedings arise solely out of negligence, or other breach of duty, by the County.

7. Compliance with Laws. Vendor agrees that, in performance of the Services, it will comply with any and all state and federal laws, as well as local ordinances and regulations.

8. Non-Discrimination. Vendor agrees that it, and any subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

9. E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, Vendor, by entering into this Agreement with the County, is required to enroll in and verify the work eligibility status of all of his newly hired employees through the E-Verify program. Vendor is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this Agreement, Vendor affirms that it does not knowingly employ an unauthorized alien. Vendor further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

10. Governing Law and Venue. This Agreement shall be governed, construed, and enforced in accordance with laws of the State of Indiana. Boone County courts shall have exclusive jurisdiction of any legal action arising out of this Agreement or performance of the Services.

11. Waiver. The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No understanding, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be supplemented or amended, except by written agreement signed by both Parties.

13. Severability. The invalidity of any section, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

14. Assignment. Neither Party may assign or transfer this Agreement in whole or in part, without written consent from the other Party.

15. Headings. The headings of this Agreement are for reference only, and shall not limit or otherwise affect the terms or provisions of this Agreement.

16. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together constitute one Agreement. Delivery of this Agreement may be accomplished by facsimile.

17. Non-Appropriation. The Parties acknowledge that the County is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, the County's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. The County shall not be obligated to perform unless and until sufficient funds are appropriated. The County agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this Agreement. The County agrees to inform Vendor in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all Services provided prior to exhaustion of the appropriated funds.

18. Insurance. Provider's insurance shall not be less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis), Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations

Each Occurrence Limit	$1,000,000.00
Damage to Rented Premises (each occurrence)	$100,000.00
Medical Expense Limit	$5,000.00
Personal and Advertising Injury Limit	$500,000.00
General Aggregate Limit (Other than Products/Completed Operations)	$2,000,000.00
NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT	
Products/Completed Operations	$1,000,000.00

B. Auto Liability	$1,000,000.00 (combined single limit) (owned, hired & non-owned)
Bodily injury & property damage	$1,000,000.00 each accident
C. Excess/Umbrella Liability	$1,000,000.00 (each occurrence and aggregate)
D. Worker's Compensation & Disability	Statutory

E. Employer's Liability	
Bodily Injury Accident	$100,000.00 each accident
Bodily Injury by Disease\	$100,000.00 each employee

Bodily Injury by Disease	$500,000.00 policy limit
F. Professional Liability	$2,000,000.00

19. Iran Certification. Vendor represents that it is not engaged in investment activities in Iran, pursuant to IC 5-22-16.5-8.

20. Authority to Bind. The signatory for Vendor represents that he has been duly authorized to execute agreements on behalf of Vendor and has obtained all necessary or appliable approval from the principal office of the Contractor to make this Agreement fully binding upon Vendor when his signature is affixed below.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the County and Vendor have signed this Agreement.

County - Board of Commissioners of Boone County

FOR: AGAINST:

FOR		AGAINST
______________________	Tim Beyer	______________________
______________________	Scott Pell	______________________
______________________	Donnie Lawson	______________________

ATTEST:

____
Debbie Crum, Auditor

Vendor - Government Utilities Technology Service

Signature: ______________________
Grant Goodnight

Title: ______________________
President & CEO

EXHIBIT A: SCOPE OF SERVICES

Vendor shall perform and carry out in a good and professional manner the following services:

1. Create the tax sale file based on input from the County's Tax Sale Eligibility List from their property tax management system.
2. Provide the Treasurer with the ability to constantly update the tax sale file throughout the duration of the tax sale (either via PVDNet or via the Web, depending on the integration status). The Treasurer can remove parcels from the tax sale file and/or modify minimum bids for reasons including payments, ACs, bankruptcies, appeals, etc.
3. Distribute to mortgage companies (via email) the list of tax sale parcels. If the County has received a request from a mortgagee for notice to be sent pursuant to I.C. 6-1.1-24-3(c), Vendor will prepare and mail the list via U.S. mail (certified, return receipt) to each mortgagee, and the County will pay the cost of postage.
4. Prepare the advertising list according to newspapers' required format; County will pay the cost of advertising/publication.
5. Print and mail certified/return receipt letter from the Auditor to at least one owner of each parcel on the tax sale eligibility list. Vendor will pay the printing expense and will manage the mailing process by utilizing a vendor to print and mail the letters; County will pay the cost of postage.
6. Print and mail a first-class letter from the Auditor to comply with the U.S. Supreme Court ruling *Jones v Flowers et al* and Indiana Statutes. The letter will be identical to the certified notice referenced in Item 5 above, except that it will be mailed via First Class mail (not certified/return receipt). Vendor will pay the printing expense; County will pay the cost of postage.
7. Print 1 set of tax sale bills for every parcel to be offered at the Sale.
8. Enable the County to print the Judgment order for the Auditor and Treasurer to file with the Court. The Auditor and Treasurer will appear at any hearings.
9. Provide the following services on the day of the tax sale:
   A. update the tax sale file instantly with individual sale information; and
   B. provide printed reports at the conclusion of the sale that will provide Auditor and Treasurer with information about items that were sold (i.e., sale price, overbid amounts, buyer's information, etc.).
10. Create a batch PDF file of tax sale certificates for the tax sale buyer.
11. Create a batch PDF file of the tax sale register, which would consist of an Item Detail page for each parcel that was offered at Tax Sale.
12. Provide the ability for the Auditor to calculate and print redemption information via the Web.
13. Enable the Auditor to print the tax title deed that will be issued to the tax sale buyer upon execution of a judgment.
14. Vendor will pay for the printing of pre-sale letters and tax sale bills identified in Items 3, 5, 6, and 7; County will pay the cost of advertising/publishing legal notice and the cost of postage for mailing Items 3, 5, and 6.