

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: June 24, 2015
SUBJECT: Autoagent Contract
PRESENTER: Stan Duncan, County Assessor and Tax Collector
ATTACHMENTS: Proposed contract with Autoagent

SUMMARY OF REQUEST:

Approval to allow Tax Collector to enter into a contract with Autoagent, a clearing house to process and expedite more efficient collections from mortgage lenders.

At no cost to the county, Autoagent is a service utilized by all of the large mortgage services – at their cost – to oversee the billing and payment of property taxes on parcels of real property where the buyer has their property tax obligation escrowed by the lender. Many taxing authorities throughout NC and the US are utilizing the service. For Henderson County, the primary benefit will be the reduction of refunds where the buyer has paid the tax before the mortgage company has submitted payment. Generally, the service:

- Eliminates refunds
- Accurate tax processing and payments
- Instant notification and control
- Payments via wire transfer; no checks
- No underpayments or overpayments
- Reports exemptions, litigation, foreclosures, delinquencies
- Used by all national tax servicers and over 3,000 lenders around the US
- Fully integrated property tax payment portal for credit/debit/e-check payments

Mr. Duncan will be on-hand to answer any questions.

BOARD ACTION REQUESTED: Approval to allow the Tax Collector to contract with Autoagent.

Suggested Motion: I move the Board approve contracting with Autoagent.



Autoagent Data Solutions, LLC

8312 NW 8th Way

Boca Raton, FL 33487

T: 773.784.0709

AGREEMENT:

The Implementation, Hosting and Maintenance of
The Real Estate Tax Processing and Payment Software known as "Autoagent Software"

Prepared for:

HENDERSON COUNTY TAX OFFICE, NC.



AGREEMENT

This AGREEMENT is made and entered into as of 6/16/2015, by and between Autoagent Data Solutions, LLC (hereinafter, "Autoagent"), a Florida corporation, maintaining its principal place of business at 8312 NW 8th Way, Boca Raton, FL 33487, and **HENDERSON COUNTY TAX OFFICE, NC.** (hereinafter, "the Tax Collector"), a Government Agency maintaining its principal place of business at **200 NORTH GROVE STREET, SUITE 102, HENDERSONVILLE, NC., 28792.**

1. **TERM:** This agreement shall be in effect for a period of one (1) year from the date of its acceptance by Tax Collector, and shall be renewed automatically for successive one year terms thereafter, subject to the right of either party to terminate anytime during the term (initial term or as extended thereafter) by providing the other party written notice of the desire to terminate at least thirty (30) days prior to the intended date of termination.
2. **COMPUTER OPERATIONS:** Autoagent will provide computer usage of its Autoagent software and related systems and services to the Tax Collector. There is no fee to be paid to Autoagent from the Tax Collector associated with the usage of the aforementioned software or any services related to the use of this software. The fees are paid by the end users of the software ("Payers"). These users are third party companies that are interested in paying escrow or bulk real estate taxes electronically using Autoagent software. The computer software will be available 7 days a week, 24 hours a day except time for scheduled maintenance.
3. **FEE PAID BY PAYERS:** The fee associated with the use of the software is set to an agreed upon per parcel fee ("Fee"). The fee is arranged between Autoagent and each payer group and is paid by the payers in its entirety.
4. **INDEMNITY:** Autoagent agrees to indemnify and hold harmless the Tax Collector against loss or threatened loss or expense by reason of the liability or potential liability of the Tax Collector for or arising out of any claims for damages related to the use of Autoagent's software and business practices.
5. **PROGRAMMING:** Autoagent will provide programming services as needed to meet the requirements of the Tax Collector in accordance with the business rules and regulations that the Tax Collector operates under in terms of collecting escrow real estate taxes. Autoagent shall have no access to any computer hardware of the Tax Collector unless the Tax Collector provides limited access to Autoagent for the sole purpose of distributing data directly related to the operation of Autoagent's software. Autoagent shall employ all necessary professional practices and take all precautions to ensure that the Tax Collector's systems are intact and free of any harm.
6. **IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT:** The fee payable to Autoagent from the Payers hereunder includes and shall cover all of the services set forth in this agreement and there will be no additional charges whatsoever to the Tax Collector for changes to the system required by programming errors or modifications or any incidental user support.
7. **NO PAYMENT:** The Tax Collector shall not be liable in case of no payment to Autoagent from a Payer. The collection of use fees from Payers is strictly between Autoagent and the Payer.
8. **MAINTENANCE AND HOSTING:** Autoagent agrees to pay for maintenance and hosting of all computer equipment related to the smooth and normal operation of Autoagent software. The Tax Collector shall not be responsible for any expenditures that Autoagent may incur in relation with the maintenance and hosting of Autoagent's application software.
9. **CONFIDENTIALITY:** Autoagent agrees that it will not disclose any proprietary information, real estate data, records, addresses or any data or information related to the Tax Collector to any unauthorized third party.



Autoagent Data Solutions, LLC

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Boca Raton, FL 33487
T: 773.784.0709

10. OWNERSHIP AND LICENSE: All of the software developed and compiled by Autoagent pursuant to this agreement shall be the property of Autoagent.

This Agreement shall be governed by the laws of the State of **NORTH CAROLINA**.

ACCEPTANCE

For the Customer

Company: _____
Your Name: _____
Signature: _____

Date: _____
Address: _____

For Autoagent

Company: Autoagent Data Solutions, LLC
Name: Niko Spyridonos
Signature: _____

Title: President
Date: _____
Address: 8312 NW 8th Way
Boca Raton, FL 33487