

**CITY OF TONKA BAY**  
**ASSESSING SERVICES AGREEMENT**

This Agreement (the "Agreement") made this \_\_\_\_\_ of \_\_\_\_\_, 2016 by and between the City of Tonka Bay, a municipal corporation under the laws of the state of Minnesota (the "City") and Rolf Erickson Enterprises, Inc. DBA Southwest Assessing, a Minnesota Corporation (the "Assessor").

The Assessor represents that its president is a licensed Minnesota Assessor as required in Minnesota Statutes, Chapter 273 and that he is a qualified real estate appraiser.

1. Services. City, which is a separate Assessment District within the County of Hennepin and State of Minnesota, does retain the Assessor to perform all functions required of local assessors by Minnesota State Statutes, cooperate with the Hennepin County Assessor by supplying the needed information for each assessment year, and maintain a fair and equitable assessment for the City and its taxpayers.
  
2. Duties. Assessor's duties shall include:
  - A. Provide all assessment functions required of the City under the provisions of Minnesota Statutes, Chapter 273.
  - B. Meet all assessment deadlines and follow all guidelines and procedures as set per County Assessor.
  - C. Physically inspect and revalue 20% of the real property, as required by law, and timely submit appraisal cards for data processing each year.
  - D. Adjust the estimated market values on those properties not physically inspected per sales analysis to meet minimum assessment levels each assessment year.
  - E. Physically inspect and value all new construction, additions and renovation each assessment year and submit with initial assessment.
  - F. Post values electronically to the assessment roll and transmit to Hennepin County.
  - G. Maintain and update the property characteristics of all property types in a database.
  - H. Maintain database of current and historical values and classifications.
  - I. Administer the homestead classification database, and process all applications.
  - J. Investigate and verify all Certificates of Real Estate Value for all sales of apartment, commercial, industrial, and corresponding land properties as per Minnesota Department of Revenue guidelines.
  - K. Complete divisions and combinations in a timely manner throughout the assessment year.
  - L. Coordinate the printing and mailing of valuation notices with Hennepin County.

- M. Conduct valuation reviews prior to Local Board of Appeal and Equalization – approximate dates: March through May 15.
  - N. Attend and participate in the Local Board of Appeal and Equalization on a date selected by the City, plus attendance at other requested City Council meetings.
  - O. Administer the abatement process pursuant to Minnesota Statutes, 375.192, as may be amended from time to time
  - P. Effectively communicate with residents, business people, and city officials regarding assessment practices and policies.
  - Q. Be available to respond and communicate effectively to property owners, general public, government officials, County assessor staff and others regarding assessment or appraisal issues and inquiries during regular business hours.
  - R. Other such related duties as may be required from time to time by the City.
3. Independent Contractor. The Assessor in performance of services shall not:
- A. Receive equipment from the City.
  - B. Receive retirement benefits.
  - C. Receive health insurance benefits.
  - D. Receive any other fringe benefits.

It is agreed by and between the parties that the Assessor in all respects be deemed an independent contractor.

4. Compensation. The City agrees to pay the Assessor for such services the sum of \$20,400.00 payable in twelve (12) installments of \$1,700.00 beginning September 2016. The contractor shall provide all transportation necessary for the performance of the services contracted for. The City shall furnish supplies necessary for the performance of the services contracted for, including the Hennepin County Data fee. The total of these expenses shall not exceed \$1,200.00 annually. All expenses shall be justified in an invoice sent to the City.
5. Representations by Assessor.
- A. Assessor represents that he is a Licensed Senior Accredited Minnesota Assessor under Chapter 273 of Minnesota Statutes and that he is a qualified real estate appraiser; further, that he will so qualified during the term and scope of this Agreement.
  - B. Assessor will maintain field records for each parcel in the City. Such records will remain the property of the City.
6. Effective Date of Contract and Term. This Agreement shall be effective as of September 1, 2016. The term of the Agreement for the Assessor to perform the services to be rendered hereunder shall commence as of September 1, 2016 for the performance of the 2017 and 2018 real estate assessments, and continue until August 31, 2018 subject,

however, to extension as hereinafter provided. This Agreement can be terminated by either party giving sixty (60) days' written notice to the other party prior to expiration of the Term.

7. Extension. This Agreement may be extended from year to year on terms to be agreed upon by the parties hereto by the parties agreeing to the same on or before the first day of July, for contract beginning on the 1<sup>st</sup> day of September each year thereafter. If this Agreement is not so extended and terminates according to its terms, Assessor agrees to deliver to City forthwith such records as he has in possession concerning assessment of the City's real estate. It being understood that such records are the property of the City.
8. Default. Should the Assessor fail to maintain certification as required by this Agreement, such act will be a default of this Agreement. Additionally, should the Assessor fail to fulfill any duty contained herein, as determine in the City's sole discretion, the City may move to terminate this Agreement at outlined herein. Nonpayment by the City shall also be an event of default.
9. Termination. Either party may terminate this Agreement with cause upon an event of default as defined herein.
10. Insurances. The Assessor shall maintain during the entire term of this Agreement workers' compensation insurance and commercial general liability insurance in the amount of no less than \$1,000,000.00 per occurrence. If the Assessor is not required by law to carry workers' compensation insurance, the Contractor may provide a written statement of exemption specifying the particular provision of Minn. Stat. § 176.041 that exempts Assessor from having to carry such coverage.
11. Indemnification. The Assessor agrees to defend, indemnify and hold harmless the City, its officers, employees, and agents, against any and all liabilities, claims, damages, costs, judgments, and expenses (including reasonable attorneys' fees) resulting directly or indirectly from an act or omission of the Assessor, its employees, agents, officers, or employees of subcontractors, in the performance of this Agreement or by reason of the failure of the Assessor to fully perform, in any respect, all of its obligations under this Agreement.
12. Data Practices. For purposes of this Agreement, Assessor shall comply with all applicable provisions of the Minnesota Government Data Practices Act as required by Minnesota Statutes, Section 13.05, subd. 11.
13. Applicable Law. The laws of the State of Minnesota shall govern all interpretations of this Agreement.
14. Entire Agreement. This Agreement, including the recitals and the Order which is incorporated herein, constitutes the entire agreement between the parties, and no other agreement prior to or contemporaneous with this Agreement shall be effective except as

expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it is in writing and executed by both parties.

- 15. Modifications. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by the City and the Assessor.
- 16. Severability. Should any part or portion of this Agreement be deemed illegal or non-binding by a court of law, the remainder of the Agreement shall remain in effect.

IN WITNESS WHEREOF the parties have executed this Agreement the year and date above stated.

CITY OF TONKA BAY

By \_\_\_\_\_  
Gerry De La Vega, Mayor

By \_\_\_\_\_  
Lindy Crawford, City Administrator

ASSESSOR

By \_\_\_\_\_  
Rolf Erickson, Assessor