

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is between the PETERSBURG BOROUGH, ALASKA, (BOROUGH) and APPRAISAL COMPANY OF ALASKA ("Contractor"), effective on the 21st day of July 2014.

THIS AGREEMENT is for professional tax assessment services for the Petersburg Borough. Contractor's primary contact person under this agreement is Michael C. Renfro. Contractor's primary contact person may not be changed without written consent of the Borough.

ARTICLE 1. SUMMARY OF SERVICES

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

ARTICLE 2. COMPENSATION

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

ARTICLE 3. PERIOD OF PERFORMANCE

3.1 The Contractor agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with Scope of Work (Appendix A) and such time schedules contained in Petersburg Borough Code and any resolutions the Petersburg Borough Assembly passes pursuant thereto.

3.2 The period of performance under this agreement shall be tax assessment work for the Petersburg Borough 2015 tax year and shall end on June 30, 2015.

3.3 This contract may be carried over at the discretion of the Petersburg Borough at the same terms or on a negotiated basis.

ARTICLE 4. DEDUCTIONS

4.1 The Borough may deduct from the amount of any payment made to contractor any sums owed to Borough by contractor including, but not limited to, past due sales tax, port and harbor fees, property tax or rent. Before making any such deduction the Borough shall have provided Contractor written notice of the amount claimed by Borough to be due and owing from contractor.

ARTICLE 5. SUBCONTRACTORS

5.1 The Contractor shall perform all services required under this agreement except as may be performed by its subcontractors. Subcontractors may be retained only upon written consent from the Borough.

ARTICLE 6. INSURANCE

6.1 All insurance shall be placed with an insurance carrier or carriers satisfactory to the Borough, shall have deductibles satisfactory to the Borough, shall not be subject to cancellation or any material change except after thirty (30) days written notice to the Borough, and shall provide that no failure of Contractor to comply with any condition or provision of this Agreement or other conduct of Contractor or those for whose conduct it is responsible, shall void or otherwise affect the protection under the policy afforded to the Borough. All insurance policies shall allow claims to be filed based upon the time of occurrence, and shall not provide for a shorter period in which to make claims than that provided by the applicable statute of limitations.

All insurance policies shall be written as primary policies; shall waive subrogation against the Borough, its agents and employees; shall not be contributing with, or in excess of, any insurance coverage that the Borough may otherwise carry. All insurance provided under this Agreement must remain fully available to satisfy claims arising out of this Agreement, notwithstanding any other claims that may be filed against that policy. If Contractor fails to comply with these insurance requirements, the Borough may terminate this Agreement on ten (10) days written notice.

6.2 The following minimum limits of insurance coverage are required:

<u>Type Insurance</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
Workmen's Compensation (for states in which employees are engaged)	\$1,000,000	\$1,000,000
Comprehensive General Liability	\$2,000,000	\$4,000,000
Comprehensive Automobile Liability	\$500,000	\$500,000

ARTICLE 7. APPENDICES

7.1 The following appendices are attached to this agreement and incorporated herein:

Appendix A Scope of Work
Appendix B Basis of Compensation

ARTICLE 8. INDEPENDENT CONTRACTOR STATUS

8.1 In performing under this Agreement, Contractor acts as an independent contractor and shall have responsibility for and control over the details and means for performing the services required hereunder, and will adhere to professional standards. The Consultant is responsible for performing the work in a manner satisfactory to the Borough.

ARTICLE 9. INDEMNIFICATION

9.1 Except as set forth in this section, to the maximum extent permitted by law, Contractor shall defend, indemnify and save harmless the Borough or any agent, employee, or other representative thereof, from and against losses, damages, liabilities, expenses, claims, and demands of whatever nature, including for death, or personal injury, or property damage or economic loss, to the extent arising out of any negligent act or negligent omission, or willful misconduct of Contractor, its agents or employees while performing under the terms of this Agreement.

However, Contractor shall be required to defend, indemnify and save Borough harmless from losses, damages, liabilities, expenses, claims and demands arising out of alleged errors in the assessment of property only in instances where Contractor has acted with willful misconduct.

ARTICLE 10. DESIGNATION OF REPRESENTATIVES

10.1 The parties agree, for the purposes of this Agreement, that the Borough shall be represented by and may act only through the Borough Manager or such other person as he may designate in writing. Contractor shall be represented by and may act only through Michael C. Renfro.

ARTICLE 11. TERMINATION.

11.1 Either party may terminate this Agreement for substantial failure of the other party to perform their obligations hereunder only after having first provided written notice of the alleged failure to perform to the non-performing party and given the non-performing party, fifteen (15) days within which to either remedy said non-performance or commence to remedy said non-performance and be diligently working to do so.

11.2 The Borough may terminate this Agreement for any reason, without cause, upon thirty (30) days written notice. The Borough shall pay Contractor, on a pro rata basis, for the portions of the Work completed prior to the notice.

ARTICLE 12. COMPLIANCE WITH APPLICABLE LAWS

12.1 Contractor shall, in the performance of this Agreement, comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations applicable to its performance hereunder, including, without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, worker's compensation, and other employee benefit laws.

ARTICLE 13. NOTICES

13.1 Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To the Borough:

Steve Giesbrecht, Manager
Petersburg Borough
P.O. Box 329
Petersburg, AK. 99833

To Contractor:

Michael C. Renfro, Partner
Appraisal Company of Alaska
3940 Arctic Blvd. - Suite 103
Anchorage, AK. 99503

ARTICLE 14. VENUE AND APPLICABLE LAW

14.1 The venue of any legal action between the parties arising as a result of this Agreement shall exclusively be laid in the First Judicial District of The Superior Court of the State of Alaska, at Petersburg, Alaska, and this Agreement shall be interpreted in accordance with the laws of the State of Alaska.

ARTICLE 15. ATTORNEY'S FEES

15.1 In the event either party institutes any suit or action to enforce its rights hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

ARTICLE 16. WAIVER

16.1 No failure on the part of either the Borough or Contractor to enforce any covenant or provision herein contained, nor any waiver of any right hereunder unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of the Borough or Contractor to enforce the same or any other provision in the event of any subsequent breach or default.

ARTICLE 17. BINDING EFFECT

17.1 The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

ARTICLE 18. ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by the Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties, and expressly made a part of this Agreement.

ARTICLE 19. OWNERSHIP OF INFORMATION AND DOCUMENTS

19.1 All information, documents, reports, or other products, in whatever format, collected or developed by the Contractor in connection with the Work performed under this Agreement shall belong to and be the property of the Borough. Upon request, the Contractor shall deliver all such information and documents to the Borough.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 21st day of July, 2014.

CONTRACTOR:

APPRAISAL COMPANY OF ALASKA

PETERSBURG BOROUGH, ALASKA



Michael C. Renfro, Partner

Steve Giesbrecht, Borough Manager

ATTEST:

Borough Clerk

APPENDIX A
SCOPE OF WORK
TAX YEAR 2015

The Contractor shall:

1. Update tax roll from information supplied by the Borough Clerk, or assignees.
2. Inspect, photograph all new improved properties and value all vacant and improved properties within the boundaries of Service Area 1.
3. Inspect, photograph and value all percentage complete files from 2009 through 2014.
4. Revalue all properties within Service Area I using the Borough valuation manual.
5. Justify appraisals and represent the Petersburg Borough at the 2015 Board of Equalization.
6. Complete sales ratio report for State of Alaska State Assessor.
7. Provide the Borough Assembly with a report on the level of assessment.
8. The Petersburg Borough to furnish local transportation as needed.
9. The Petersburg Borough will furnish the Assessor with maps which adequately identify the subject parcels of real property listed in the new assessment standardized mapping.
10. Title information and/or legal opinions if required will be furnished by the Petersburg Borough.
11. The assessor is to be allowed to remove the property record cards from the Borough for a period not to exceed 60 days for computations and any additional time to be at the discretion of the Borough. Work to be completed by September 30, 2014

APPENDIX B

Tax year 2015 contractor shall be paid for all tax assessment work the amount of Forty Thousand Dollars (\$40,000.00), or work as completed.

Twenty percent (20%) at beginning of project;

Thirty percent (30%) at fifty percent completion;

Forty percent (40%) at completion of tax roll;

Ten percent (10%) upon satisfactory completion of the Board of Equalization hearings and final certification of the tax roll.