Appraisal Company of Alaska LLC

ANCHORAGE, ALASKA 99503 office@appraisalalaska.com EIN#26-2071908

Abigail Flynn, City Clerk

City of Dillingham

PO Box 889

Dillingham, AK 99576

Re: Assessment Contract Extension

Dear Ms. Flynn,

Pursuant to our contract for 2025, the Appraisal Company would like to extend the Municipal Assessment Contract for another year (2026 tax year). See No 2. Term Agreement on 2025 contract.

The Appraisal Company agrees to the same terms and conditions. In addition, we agree to complete the State of Alaska Annual Report on Assessments and Taxation for the City.

Attached are our current State and Municipal business licenses and Certificate of Insurance.

Please acknowledge if the City wishes to extend the contract. If you have any questions, please phone or text.

Sincerely,

MCR

Appraisal Company of Alaska

CONTRACT

Municipal Assessment Services

This Agreement is entered into this day <u>1st day of August 2025</u> by and between Appraisal Company of Alaska, LLC, herein referred to as "Contractor" and the City of Dillingham, herein referred to as "City". For good and valuable consideration, the receipt whereof is hereby acknowledged, Contractor and City agree as follows:

WHEREAS, City is in need of;

A firm possessing the skills and ability required to render professional municipal assessment services to the City of Dillingham;

WHEREAS, Services to be provided include all real property assessment appraisals for commercial and residential taxable properties within the City of Dillingham and taxable Personal Propery:

WHEREAS, Contractor, through necessary education, personnel and experience, possesses the requisite license to perform such duties;

WHEREAS, City is therefore desirous of engaging the services of Contractor as an independent contractor using independent professional judgment to accomplish assigned tasks;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Contractor

The work to be performed by Contractor pursuant to this Agreement is all tasks assigned by the City Manager or through a designee. A more specific identification of Contractor's services to be provided in accordance with the provisions of this Agreement is listed in Appendix A, incorporated herein by reference and such other duties as requested by the City.

2. Term of Agreement

The term of this Agreement shall be from the date of the agreement through tax year 2026. The City shall have an option to renew this Agreement yearly thereafter, for four one-year extensions. Exercise of this option by City shall be contingent upon a favorable review of the contracted services three months before the then scheduled date of termination of this Agreement and shall be further conditioned on the continuity of Contractor's Designated Representative. Any contract renewal must be approved by both Contractor and City and the fee for any such extension will be mutually agreed upon.

3. Fee

The City shall pay Contractor in accordance with the fee schedule attached hereto as Appendix B for tax year 2026.

Page 1 of 7 ADM105

4. Payments

City agrees to make payments to Contractor as services are performed and costs are incurred, provided Contractor submits two (2) copies of a proper invoice for each payment, in such form and accompanied by such evidence in support thereof as may be reasonably required by City.

For the tax year in which Contractor is entitled to payment, Contractor shall become entitled to, and City of Dillingham shall pay within fifteen days, that year's fee according to the following schedule:

Contractor gives notice of starting assessment: 30%
Contractor gives notice that assessment is half complete: 20%
Contractor provides assessment roll to City Clerk: 40%
Following Certification of Final Roll and Appeals: 10%

5. Services Supplied by City

City shall provide Contractor with work space while the Contractor is performing work under this Agreement in Dillingham during the term of this Agreement.

6. Independent Contractor Status

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 work required hereunder.

7. Indemnification

To the maximum extent permitted by law, Contractor shall defend, indemnify and save harmless City or any agent, employee, or other representative thereof, from and against losses, damages, liabilities, expenses, claims, and demands of whatever nature, including for death, personal injury, 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.

8. Assignment

Contractor shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

9. Subcontracting

Contractor may not subcontract its performance under this Agreement without prior written consent of City. Any subcontractor must agree to be bound by the terms of this Agreement applicable to the services to be performed by the subcontractor.

10. Designation of Representatives

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

Page 2 of 7 ADM105

11. Termination

Either party may terminate this Agreement, with or without cause, after first giving thirty (30) days written notice. Termination of this agreement by either party may be for any reason, or no reason. Contractor shall not be entitled to any anticipated profit on services not performed.

12. Insurance

Contractor shall, at all times, at its own expense, keep in force the following described insurance for protection against the claims of employees or other persons, insuring both the Contractor and the City against liability that may accrue against them or either of them in connection with the performance of Contractor under this Agreement:

- City of Dillingham Business License
- State of Alaska Business and Contractors or Professional License [Per AS 43.70 any individual, partnership, or company which engages in business activity in Alaska must have a business license. "Business" means a for profit or nonprofit entity engaging or offering to engage in a trade, a service, a profession, or an activity with the goal of receiving a financial benefit in exchange for the provision of services, or goods, or other property.]
- Certification of Insurance and Workers Compensation <u>as required under AS23.30</u> naming all employees [Not required for sole proprietors with no employees.]
- Proof of commercial insurance, covering bodily injury, death, and property damage with a single limit not less than one million (\$1,000,000) dollars. [Not required for purchases of supplies, materials, and equipment unless over \$20,000.]
- Proof of Professional errors and omissions insurance of not less than one million (\$1,000,000) dollars per occurrence.
- Vehicle liability insurance including applicable uninsured/underinsured coverage with limits of liability not less than five hundred thousand (\$500,000) dollars per occurrence combined single limit bodily injury and property damage. [Not required for purchase agreements for supplies, materials or equipment.]

All insurances, workers' compensation insurance, commercial general liability insurance and motor vehicle liability insurance, as described above shall include an endorsement stating the following: sixty (60) days advance written notice of cancellation, non-renewal, reduction change, shall be sent to the City Manager, PO Box 889, Dillingham, AK 99576.

13. Insurance Certificate

All insurance shall be placed with an insurance carrier or carriers satisfactory to the City and shall not be subject to cancellation or any material change except after 30 days

Page 3 of 7 ADM105

written notice to the City 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 City. A Certificate of Insurance reflecting full compliance with these requirements shall, at all times during the term of this Agreement, be kept on deposit at the general offices of the City. If Contractor fails to comply with these insurance requirements, the City may terminate this Agreement on 10 days written notice.

14. Claims Recovery

Claims by City resulting from Contractor's failure to comply with the terms of and specifications of this Agreement and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Contractor for work performed or to be performed. City shall notify Contractor of any such failure, default or damage therefrom as soon as practicable after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity.

15. Compliance with Applicable Laws

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. Contractor also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. Services performed under this Agreement shall be in accordance with sound, generally accepted valuation methods and appraisal practices and shall comply with all applicable codes and standards.

16. Records and Audit

Contractor agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred for at least three years after receipt of final payment and closure of all pending matters related to this Agreement. Said books shall be subject to inspection and audit by City.

17. Notices

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 City of Dillingham:
Abigail Flynn
City Clerk
City of Dillingham
P.O. Box 889
Dillingham, AK 99576

To Contractor:
Michael Renfro
Owner
Appraisal Company of Alaska, LLC
405 W 27th Ave.
Anchorage, AK 99503

Page 4 of 7 ADM105

18. Venue and Applicable Law

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

19. Attorney's Fees

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.

20. Waiver

No failure on the party of either City 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 City or Contractor to enforce the same or any other provision in the event of any subsequent breach or default.

21. Binding Effect

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.

22. Entire Agreement

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 this 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.

<u>IN WITNESS WHEREOF</u>, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective date indicated below.

CITY	By:
Date:	Abigail Flynn
1	City Clerk
	City of Dillingham
CONTRACTOR	By:
Date: 8/5/2025	Michael C. Renfro, Owner Appraisal Company of Alaska, LLC
Pag 5 of 7	ADM105

APPENDIX A

SCOPE OF SERVICES

Contractor will provide the following services for the tax 2026 year:

- 1. Establish the full and true value of all taxable real and personal property, located within the City of Dillingham, to be assessed in the name of the person by whom it is owned on the first day of January of the associated tax year.
- Provide current assessments with new photographs and valuations for all new buildings constructed and inspect and assess all material changes on existing properties.
- 3. Create and/or update in full detail an electronic property record for each parcel showing size, dimensions, construction materials, and other pertinent data as well as a minimum of one exterior photograph, using the City's GAMA software. These electronic files, and all data associated, are owned and retained by the City of Dillingham.
- 4. Review personal property returns and provide assessment values where needed.
- 5. Provide a sales ratio analysis annually in the fall, reflecting how the City is working to achieve the State requirement to assess property at 90% to 100% of market value.
- 6. Provide updates of the assessment roll to the Finance Department no later than February 15 of each year.
- 7. Provide City Clerk with written response to appeals made. After completion of the Board of Equalization hearings, assist the City Clerk in certifying the tax roll.
- 8. Travel to Dillingham to represent the City at Board of Equalization hearings.
- 9. Be accessible to City staff throughout the term of the agreement for consultation and advise on issues pertaining to property tax, valuation and assessment.
- 10. Complete the State of Alaska Annual Report on assessment and taxation of the City.

Page6 of7 ADM105

FEE SCHEDULE

The follow fees will apply for the 2026 tax year shown below:

2026	\$28,000	Real Property
------	----------	----------------------

2026 \$8,000 Personal Property



City of Dillingham 5776

Business License

Appraisal Company Of Alaska, LLC Anchorage, AK 99503 405 W. 27th Ave

Is hereby licensed to operate

53 - Real Estate, Rental & Leasing

for the period commencing January 1st, 2025 to be carried on in the City of Dillingham and ending December 31st, 2025

DMC 4.16.070 The Dillingham business license shall be posted on the premises in a conspicuous place that is in view of the public.

Issued: December 11, 2024

Finance Director

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing PO Box 110806, Juneau, AK 99811-0806

This is to certify that

APPRAISAL COMPANY OF ALASKA, LLC

405 W 27TH AVE, ANCHORAGE, AK 99503

owned by

APPRAISAL COMPANY OF ALASKA, LLC

is licensed by the department to conduct business for the period

October 21, 2024 to December 31, 2026 for the following line(s) of business:

53 - Real Estate, Rental and Leasing



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Julie Sande Commissioner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CONTACT NAME: Art Mathias										
Sta	ateFarm Art Mathias			00	PHONE (A/C, No, Ext): 907-563-3188 FAX (A/C, No):					
(3900 Arctic Blvd Suite	102			E-MAIL ADDRESS: art.mathias.b7v7@statefarm.com					
				21.	INSURER(S) AFFORDING COVERAGE				NAIC#	
	Anchorage			AK 995035780	INSURER A: State Farm Fire and Casualty Company			25143		
INSU				99-3-2	INSURER B: State Farm Mutual Automobile Insurance Company 251				25178	
APPRAISAL COMPANY OF ALASKA INC				INSURER C:						
	405 W 27TH AVE				INSURE	RD:				
						INSURER E :				
	ANCHORAGE			AK 995032612	INSURE	RF:				
				NUMBER:	\/C DC	N IOOUED TO		REVISION NUMBER:	LIOV PEDIOD	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB	POLICY NUMBER	1	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY								00,000	
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED \$ 300	,000	
		-						MED EXP (Any one person) \$ 10,000		
Α		N	N	92-BD-X677-2		04/17/2025	04/17/2026	PERSONAL & ADV INJURY \$ 2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 4,000,000		
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$ 4,00	00,000	
	OTHER:							COMBINED SINGLE LIMIT		
AUTOMOBILE LIABILITY				004 4342-D17-02J		04/17/2025	10/17/2025	(Ea accident) \$		
_	ANY AUTO OWNED SCHEDULED						ν.	BODILY INJURY (Per person) \$ 1,00		
В	AUTOS ONLY AUTOS NON-OWNED	N	N					BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE		
	AUTOS ONLY AUTOS ONLY							(Per accident) \$ 1,00	00,000	
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \							\$ 4.00	0.000	
Α	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE	N/A		92-BS-4086-1		04/17/2025	04/17/2026	EACH OCCURRENCE \$ 1,00		
^	CEANVIOLVIANE	Joseph March		32-D3-4000-1	04/17/2023	04/11/2020	AGGREGATE \$ 1,00	00,000		
DED RETENTION \$ 10,000								PER OTH- S		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N		N					E.L. EACH ACCIDENT \$ 1,00	00,000	
A	OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A		92-BS-M452-7		04/17/2025	04/17/2026	E.L. DISEASE - EA EMPLOYEE \$ 1,00		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$ 1,00		
						-				
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedul	le, may b	e attached if mon	e space is requir	ed)		
	*I									
									и	
					-					
CEF	RTIFICATE HOLDER				CANC	ELLATION		:		
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.										
A					AUTHORIZED REPRESENTATIVE					
					C	This form was system-generated on 07/25/2025 .				