

**AGREEMENT FOR ASSESSMENT SERVICES
BETWEEN THE CITY OF ST. FRANCIS
AND ERIK A. SKOGQUIST, SAMA AND MARY WELLS, SAMA
IN THE CITY OF ST. FRANCIS, MN**

This Agreement made and entered into this _____ day of _____, 20____, by and between the City of St. Francis, 23340 Cree St NW, St Francis, MN 55070, a municipal corporations under the laws of Minnesota, hereinafter referred to as the “Municipality”, and Erik Skogquist, Senior Accredited Minnesota Assessor #3121, 314 Monroe St, Anoka, MN 55303 and Mary Wells, Senior Accredited Minnesota Assessor #3561, 3405 Edmar Ln NE, East Bethel, MN 55092, hereinafter referred to as the “City Assessors”.

WITNESSETH:

WHEREAS, the City of St. Francis, lying wholly within Anoka County, Minnesota is a city constituting a separate assessment district; and

WHEREAS, pursuant to Minnesota Statutes 273.05, the city assessor shall be appointed by the city council; and

WHEREAS, it is the wish of the St. Francis City Council to appoint Erik Skogquist and Mary Wells the St. Francis City Assessors; and

WHEREAS, it is the wish of Erik Skogquist and Mary Wells to serve as the St. Francis City Assessors and to cooperate with the Municipality to perform fair and equitable assessments of the real property within the Municipality.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. The effective period of this Agreement will be from January 1, 2024 to March 1, 2027 unless earlier terminated as provided herein.
2. The City Assessors represents that they are residents of the State of Minnesota, possesses the knowledge and training in the field of property taxation necessary to perform the duties of a local assessor, and is duly licensed to perform such duties in compliance with Minnesota Statutes 270.48 and Minnesota Department of Revenue Standards.
3. All real property within the geographical boundaries of Municipality will be assessed by the City Assessors for taxation beginning with the 2025 assessment payable 2026.
4. The duties of the City Assessor with be carried out consistently and in accordance with the provisions of Minnesota Statutes 273.05, 273.064 and 273.08.
5. In consideration for said assessment services, the Municipality with pay the City Assessor quarterly payments (unless earlier terminated as herein provided) as follows:

- a) The first quarterly payment will be billed on March 1, 2024, the second on June 1, 2024, the third on September 1, 2024, and the fourth on December 1, 2024.
 - b) The parties understand that to accomplish the delivery of the assessments on or before February 1, 2025, all work specific to the generation of that assessment must be done prior to February 1, 2025; the same will be true for subsequent years assessments, i.e. all work for the assessment year 2026 assessment must be done prior to February 1, 2026, etc.
6. For the assessment year 2025 assessment, the Municipality will pay the City Assessor as follows:
- a) Ten and 25/100 Dollars (\$10.25) for each improved parcel of residential, seasonal recreational residential, and agricultural type property.
 - b) Four and 65/100 Dollars (\$4.65) for each unimproved parcel of residential, seasonal recreational residential, and agricultural type property.
 - c) Sixty two and 00/100 Dollars (\$62.00) for each improved and unimproved parcel of commercial, industrial and public utility type property.
 - d) Sixty two and 00/100 Dollars (\$62.00) for each improved and unimproved parcel of apartment or mobile/manufactured home park type property.
 - e) Four and 65/100 Dollars (\$4.65) for each improved and unimproved parcel of exempt type property.
7. The same procedure and rates will be followed in the frequency and computation of payments for assessment services for subsequent years.
8. The City Assessor will remit quarterly billings to the Municipality totaling twenty-five (25%) percent of the estimated annual bill, with the fourth payment making up the difference between the estimated and actual amount of parcels assessed. It is hereby agreed that a 1.65% monthly interest shall be charged after the billing date on the unpaid balances, if not paid within thirty (30) days of the billing date.
9. Notwithstanding Section 1 above, the City Assessor and/or Municipality have the right to terminate the Agreement by providing twelve months written notice prior to the beginning of assessment work for the tax year. Such notice to terminate must be sent by certified mail to the other party at the address set forth above. For example, to terminate effective as of the assessment year 2026 assessment, the party must provide written notice of termination to the other party no later than February 1, 2024. Provided further, that this agreement may be terminated at any time by the St. Francis City Council on charges by the Minnesota Commissioner of Revenue on neglect of duty on the part of the City Assessor.
10. The relationship between the parties is that of an independent contractor. Nothing contained in this Agreement is intended to or should be construed as creating the relationship of copartners, employee/employer, or joint ventures between the Municipality and the City Assessor. No tenure or any

rights or benefits, including Workers' Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to Municipality employees will accrue to the City Assessors or employees of the City Assessors performing services under this Agreement. The relationship between the parties is that of an independent Contractor, the Municipality having no control as to the details of the work nor over the hours or time devoted to said task to be accomplished, said concern of the Municipality being limited only to the results of said work and not the means by which it is accomplished.

11. The City Assessors agree they will defend, indemnify, and hold harmless the Municipality, its officers and employees, against any and all liability, loss, costs, damages, and expenses which the Municipality, its officers or employees, may hereafter sustain, incur, or be required to pay arising out of the City Assessors' performance or failure to adequately perform his obligations pursuant to this Agreement.
12. All data collected, created, received, maintained, or disseminated for any purposes by activates of the City Assessors because of this Agreement is governed by the Minnesota Government Data Practiced Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.
13. Pursuant to Minnesota Statutes 16B.06 subd. 4, the City Assessor agrees that the Municipality, the State Auditor, the Minnesota Department of Revenue, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary will have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc, which are pertinent to the accounting practices and procedures of the City Assessors and involve transactions relating to this Agreement.
14. During the performance of this Agreement, the City Assessors agree that no person will, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed, national origin or sexual orientation be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.
15. a) The City Assessors warrant and represent that they are currently licensed as assessors by the State of Minnesota. In the event said license is cancelled, revoked, suspended or expires during the term of the contract, the City Assessors agree to immediately inform the Municipality. The Municipality will pay only for serviced pursuant to such licensing requirements.

b) The City Assessors will comply with all applicable federal and state statutes and regulations as well as local ordinances.

c) Failure to meet the requirements of Paragraphs a) and b) above may be cause for cancellation of this Agreement effective the date of receipt of notice of cancelation, notwithstanding the provisions of Sections 1 and 9 above.

16. Any reports, studies, photographs, negatives, or other documents prepared by the City Assessor in the performance of his obligations under this Agreement will be the exclusive property of the Municipality, and all such materials will be remitted to the Municipality by the City Assessors upon completion, termination, or cancellation of this Agreement upon the request of the Municipality. The City Assessors will not use, willingly allow, or cause to have such materials used for any purpose other than performance of the City Assessor's obligations under this Agreement without the prior written consent of the Municipality.

IN WITNESS THEROF, the Municipality and City Assessor have herby executed this agreement this _____ day of _____, 20_____.

CITY OF ST. FRANCIS

By: _____

Title: _____

Dated: _____

By: _____

Title: _____

Dated: _____

CITY ASSESSORS

By: _____

Title: Erik A. Skogquist, SAMA License #3121

Dated: _____

By: _____

Title: Mary Wells, SAMA License #3561

Dated: _____