

MUNICIPALITY OF SKAGWAY

GATEWAY TO THE KLONDIKE P.O. BOX 415, SKAGWAY, ALASKA 99840 (PHONE) (907) 983-2297 (FAX) (907) 983-2151 <u>www.skagway.org</u>

ALASKA ASSESSMENT SERVICES AND MUNICIPALITY OF SKAGWAY/ PROFESSIONAL SERVICES AGREEMENT FOR BOROUGH ASSESSOR

THIS agreement made and entered into this 13th day of March, 2020 by and between the Municipality of Skagway, an Alaska municipal corporation (hereinafter MUNICIPALITY) and Alaska Assessment Services (hereinafter CONTRACTOR).

Section 1. Employment of CONTRACTOR.

The MUNICIPALITY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services in this Agreement.

Section 2. CONTRACTOR'S Representation and Warranty and Manner of Performance.

- (A) CONTRACTOR represents and warrants to the MUNICIPALITY, and the MUNICIPALITY relies upon the representations and warranties, that CONTRACTOR is a professional in the subject area in which services are to be provided and that CONTRACTOR has adequate experience, skill, knowledge and competence to perform the services set forth in this Agreement.
- (B) CONTRACTOR accepts the relationship of trust and confidence between CONTRACTOR and the MUNICIPALITY. CONTRACTOR agrees to perform his/her services under this Agreement with due diligence, due care, and in a good and professional manner.

Section 3. Scope of Services.

The CONTRACTOR shall perform all the services provided for by this Agreement, CONTRACTOR'S Written Proposal dated January 31, 2020 (Attachment "A").

Section 4. <u>Personnel.</u>

CONTRACTOR'S personnel shall be limited to CONTRACTOR and those persons approved by the Municipal Manager.

Section 5. <u>Time of Performance.</u>

The services of the CONTRACTOR shall commence upon execution of this Agreement by CONTRACTOR and the MUNICIPALITY and shall terminate, subject to Sections 8 and 9, on the completion of the project. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. <u>Compensation.</u>

- (A) Subject to the provisions of the Agreement, the MUNICIPALITY shall pay the CONTRACTOR a total sum for all services and expenses for the term of this Agreement in accordance with the provisions of Attachment "A". This total sum is a not to exceed amount. The total sum in Attachment A is not an estimate and is not a time and materials amount.
- (B) Except as otherwise provided in this Agreement and Attachment "A", the MUNICIPALITY shall not provide any additional compensation, payment, use of facilities, services or other things of value to the CONTRACTOR in connection with the performance of his/her duties under this Agreement. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the CONTRACTOR may incur in the performance of its obligations under this Agreement, including but not limited to any mobilization and demobilization, have already been included in computation of the CONTRACTOR'S fee and may not be charged to the MUNICIPALITY.
- (C) Total compensation for all services and expenses to CONTRACTOR arising under this Agreement shall not exceed the fixed amount of \$28,000 (Twenty-Eight Thousand, Dollars and No/100) annually, unless otherwise agreed to by written amendments and signed by the Municipality and the Contractor. CONTRACTOR understands and agrees that any additional payment shall only be for new services not within the Scope of Work in Attachment A and only as fees and expenses pre-approved in writing by the MUNICIPALITY. The Municipality shall not pay any fees or expenses claimed by the CONTRACTOR to have been agreed to orally by any employee, consultant, representative or assembly member or the mayor of the Municipality.
- **(D)** The Municipality shall not be responsible for any compensation to or fees of any consultants or subcontractors of the CONTRACTOR.

Section 7. Method and Time of Payment.

- (A) The MUNICIPALITY will compensate the CONTRACTOR in accordance with Attachment "A", which compensation shall constitute the full and complete compensation for the CONTRACTOR'S services and performance under this Agreement. Payments will be made on receipt of billings submitted. A billing is a summary of expenditures to date by line descriptive categories. Documentation of expenditures need not be submitted with billings but must be retained by the CONTRACTOR in the event the Municipality requests that documentation.
- (B) No payment will be disbursed until approved by the MUNICIPALITY. Billings shall be submitted to the Borough Manager.

Section 8. <u>Termination of Agreement for Cause.</u>

If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, the MUNICIPALITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material (to include without limitation data and information kept on computer, disk, video, tape, or other storage mode) prepared by the CONTRACTOR arising out of or connected

with this Agreement shall be delivered to the MUNICIPALITY by or upon the effective date of termination and the MUNICIPALITY shall retain non-exclusive rights to all materials, documents, and electronically stored information, documents and data. The CONTRACTOR shall be entitled to receive compensation in accordance with the payment provisions of Attachment "A" of this Agreement only for actual work completed to the MUNICIPALITY'S satisfaction in accordance with Attachment "A" of this Agreement and other terms of this Agreement. Actual work specifically does not mean the CONTRACTOR'S costs.

Section 9. Termination for Convenience of MUNICIPALITY.

The MUNICIPALITY may terminate this Agreement at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in paragraph 8 above shall be delivered to the MUNICIPALITY by or upon the effective date of execution of this section and the MUNICIPALITY shall retain non-exclusive rights to all materials, documents, , and electronically stored information, documents and data. The CONTRACTOR shall be entitled to receive compensation in accordance with the payment provision of Attachment "A" of this Agreement only for actual work completed in accordance with Attachment "A" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the CONTRACTOR, section 8 of this Agreement shall govern the rights and liabilities of the parties. Actual work specifically does not mean the CONTRACTOR'S costs.

Section 10. Modifications.

- (A) The parties may mutually agree to modify the terms of the Agreement only by way of it being in writing and signed by the Municipality and the CONTRACTOR. Modifications to the Agreement shall be incorporated into the Agreement by written amendments. Only the Mayor or the Borough Manager have any authority to sign any modification on behalf of the Municipality.
- (B) It is expressly understood that the MUNICIPALITY may require changes in the scope of services and any unreasonable refusal by the CONTRACTOR to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the MUNICIPALITY. The above notwithstanding, if a change in the scope of services significantly changes the amount of work required of CONTRACTOR or requires services CONTRACTOR is not qualified to perform so that it would not be reasonable for CONTRACTOR to perform all the work or provide the qualified personnel for less than the not-to exceed amount set out in Section 6(C), then the MUNICIPALITY'S failure to reasonably increase the not-to-exceed amount will excuse CONTRACTOR'S refusal to agree to the modification in the scope of services.
- (C) CONTRACTOR understands and agrees that no officer, employee, the Mayor, Assembly person, consultant, or representative of the MUNICIPALITY has any actual or apparent authority to orally modify, change or amend the terms of this Agreement or orally modify, change or amend the Scope of Work in Attachment A. No modification, change or amendment to this Agreement or the Scope of Work shall be effective unless it is in writing and signed by the CONTRACTOR and the MUNICIPALITY.

Section 11. Equal Employment Opportunity.

The CONTRACTOR will not discriminate against any employee or applicant for employment in violation of law, to include without limitation, because of race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran. Such actions shall include, but not be limited to the following: Employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The CONTRACTOR agrees to post in conspicuous places in his/her places of work available for employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

Section 12. Non-Assignability.

- (A) The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the MUNICIPALITY. The CONTRACTOR agrees and acknowledges that the Municipality will not consent to any assignment of this Agreement to an LLC unless the CONTRACTOR signs a personal guarantee for the performance of the LLC or all the individual members of the LLC sign personal guarantees for performance of the Contract.
- (B) The CONTRACTOR shall not delegate duties or otherwise subcontract work or services under this Agreement without prior written approval by the MUNICIPALITY.

Section 13. Interest of CONTRACTOR.

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement he/she shall not knowingly employ any person having any such interest and that he/she shall reasonably ascertain of all his/her employees that they have no such interest.

Section 14. Findings Confidential.

Except as required by law, including court orders directing disclosure, any reports, information, data, and any other project related documents, given to or prepared or assembled by the CONTRACTOR under this Agreement which the MUNICIPALITY requests to be kept confidential shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of the MUNICIPALITY.

Section 15. Officials Not to Benefit.

No members of the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from this Agreement. No member of the legislature or

officer of the State of Alaska or the MUNICIPALITY shall be admitted to any share or part of this Agreement or to any benefit to arise from this Agreement.

Section 16. Publication, Reproduction and Use of Materials.

All documents prepared or furnished by CONTRACTOR, for which CONTRACTOR has received compensation for in accordance with payment provisions of this agreement, are instruments of service, and both CONTRACTOR and MUNICIPALITY shall retain ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Municipality shall have non-exclusive rights to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement for the Project or related projects that the MUNICIPALITY deems appropriate, exclusive of proprietary design components of the project that are held by CONTRACTOR.

Section 17. Audits and Inspections.

At any time during normal business hours and as often as the MUNICIPALITY may deem necessary, there shall be made available for examination all of CONTRACTOR'S records with respect to all matters covered by this Agreement and CONTRACTOR will permit representatives of the MUNICIPALITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all materials covered by this Agreement. Except in case of emergency, CONTRACTOR must make such records available upon five (5) days' notice. In case of emergency, CONTRACTOR must make such records available immediately upon request. In performing such audits and investigations, the MUNICIPALITY and its representatives shall not unduly interfere with the ability of CONTRACTOR to perform his/her duties under this Agreement.

Section 18. Jurisdiction; Choice of Law.

The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of any action or omissions of the CONTRACTOR and to any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Skagway, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. The CONTRACTOR specifically waives any right or opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.

Section 19. Non-Waiver.

The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part of this Agreement, or the right of the party thereafter to enforce each and every provision hereof.

Section 20. Permits, Laws and Taxes.

The CONTRACTOR shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. In performing his/her obligations under this Agreement, CONTRACTOR shall comply with all applicable statutes, ordinances, rules and regulations. The CONTRACTOR shall pay all taxes pertaining to its performance under this Agreement.

Section 21. <u>Relationship of the Parties.</u>

The CONTRACTOR shall perform his/her obligations in this Agreement as an independent contractor of the MUNICIPALITY. The CONTRACTOR is not an employee of the MUNICIPALITY. None of CONTRACTOR'S employees are employees of the MUNICIPALITY. The CONTRACTOR has no actual or apparent authority to act on behalf of the MUNICIPALITY or to represent to Third Parties that he/she as any authority to act on behalf of the MUNICIPALITY. The MUNICIPALITY may administer this Agreement and monitor the CONTRACTOR'S compliance with the Agreement, which administration and monitoring by the MUNICIPALITY does not change the relationship of INDEPENDENT CONTRACTOR as between the CONTRACTOR and the MUNICIPALITY.

Section 22. Administration of this Agreement.

- (A) The Borough Manager or his/her designee will be the representative of the MUNICIPALITY administering this agreement.
- (B) The services to be furnished by the CONTRACTOR shall be administered by the Borough Manager or his/her designee. In the event that CONTRACTOR is unable to serve for any reason to perform his/her obligations under this Agreement, the CONTRACTOR shall appoint a successor in interest but such appointment will be subject to written approval of the MUNICIPALITY and such approval shall be only under the conditions of Section 12.

Section 23. Integration.

This Agreement and all appendices and amendments constitute the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement; and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement; the following documents are incorporated by reference into this Agreement as if fully set forth in the Agreement: CONTRACTOR'S Written Proposal dated January 31, 2020 (Attachment "A").

Section 24. Defend, Hold Harmless, and Indemnify

The CONTRACTOR shall indemnify, hold harmless, and defend the MUNICIPALITY, its officers and employees from and against any suit, action, claim or liability arising out of any negligent act, error or omission of the CONTRACTOR under this Agreement, except for any claim based on the independent negligent acts, errors, and omissions of the MUNICIPALITY". If there is a claim of, or liability for, a joint negligent act, error, or omission of the CONTRACTOR and the MUNICIPALITY, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, CONTRACTOR and "MUNICIPALITY include the employees, agents, and contractors who are directly responsible, respectively, to each. The "independent acts" of the Municipality means acts other than the selection, administration, monitoring or controlling of the Consultant, or as to the approval of the Consultant's work.

Section 25. Interpretation and Enforcement.

This Agreement is the result of good faith, arm's length negotiations by the parties. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction – to the effect that any ambiguities are to be resolved against the drafting party - shall not be employed in the interpretation of this Agreement or any

exhibits or amendments to this Agreement. The titles of sections in this Agreement are not to be construed as limitations or definitions, but are for identification purposes only.

Section 26. <u>CONTRACTOR Insurance.</u>

- (A) The CONTRACTOR shall, at his/her own expense, secure and maintain and will file with the MUNICIPALITY the following proper and acceptable insurance coverage, including defense and indemnification of the MUNICIPALITY:
 - (1) Worker's Compensation Insurance in compliance with the laws of the jurisdiction where the work is being performed if applicable.
 - (2) Commercial General Liability Coverage: Limit \$2,000,000 Bodily Injury and Property Damage, combined Single Limit. Coverage to include subjects substantially as follows: Premises Operation, Products/Completed Operations, Independent Contractors, Blanket Contractual, Broad Form Property Damage and Personal Injury.
 - (3) Professional Liability (Errors and Omissions)– \$2,000,000 each claim and in the aggregate.
 - (4) If applicable, unemployment Insurance by payment of employment security taxes for all employees hired by the CONTRACTOR to work on this project. In the event of the CONTRACTOR'S failure to pay such taxes, the MUNICIPALITY will withhold an amount sufficient to pay such taxes from any payments owed to the CONTRACTOR by the MUNICIPALITY. The MUNICIPALITY also reserves the right to contact the Alaska State Department of Labor in order to determine whether unemployment security taxes have been paid by the CONTRACTOR. The MUNICIPALITY further reserves the right to withhold that portion of employment security taxes owned to any employees pending notification of the CONTRACTOR'S unemployment security tax clearance from the Alaska State Department of Labor.
- (B) A lapse in insurance coverage is a material breach of this Agreement which shall result in immediate termination of the Agreement, pursuant to Section 8, in the sole discretion of the Municipality.
- (C) Each policy of insurance required by this section shall provide for no less than 30 days advance notice to the MUNICIPALITY prior to cancellation. No contract for services shall be issued or continued unless there is presented to the Municipality of Skagway a certificate of insurance showing that the business owner/operator has obtained at least two million dollars (\$2,000,000) general liability insurance and at least two million dollars (\$2,000,000) in Professional Liability (Errors and Omissions). Proof of such insurance shall be provided to the MUNICIPALITY as a condition of entering the contract. Failure to maintain such insurance shall constitute a material breach of contract. The certificate of insurance must establish that the MUNICIPALITY is named as an additional insured on such policy. The failure to name the MUNICIPALITY as an additional insured on the general liability insurance shall constitute a material breach of the Contract.
- (D) CONTRACTOR shall insure that all subcontracts and consulting agreement have the same provision and that all subcontractors and consultants list the Municipality as an additional insured on their general liability insurance. The failure of the CONTRACTOR to comply with this provision shall constitute a material breach of this Agreement and the CONTRACTOR shall defend, indemnify and hold the Municipality harmless in any action instituted against the

Municipality alleging any acts or omissions by a subcontractor or consultant of the CONTRACTOR with whom the CONTRACTOR failed to require the subcontractor or consultant to list the Municipality as an additional insured on its general liability insurance.

Section 27. Understanding.

The CONTRACTOR acknowledges that the CONTRACTOR has read and understands the terms of this Agreement and has had the opportunity to review the Agreement with counsel of his/her choice, and is executing this Agreement of his/her own free will. CONTRACTOR acknowledges and agrees that CONTRACTOR is not relying on any statements or representations of the Municipality or its attorneys in entering this Contract.

Section 28. Severability.

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

Section 29. Compliance with Law.

CONTRACTOR shall comply with all applicable Federal, State of Alaska and Municipal laws, regulations and ordinances in performing his/her duties in this Agreement. CONTRACTOR shall be familiar with the Migratory Bird Treaty Act and shall comply with the provisions of those federal laws as applicable to migratory birds, eggs, and nests in Skagway Borough

Section 30. No Third Party Beneficiary

The provisions of this Agreement are and will be for the benefit of CONTRACTOR and MUNICIPALITY only and are not for the benefit of any third party and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

Section 31. Notices.

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

MUNICIPALITY	Municipal Manager
	Municipality of Skagway
	P.O. Box 415
	Skagway, Alaska 99840

<u>CONTRACTOR</u> James W. Canary Alaska Assessment Services 1217 N. Fairway Drive Eloy, AZ 85131

Andrew Cremata, Mayor For the Municipality of Skagway James W. Canary Alaska Assessment Services

Date_____

Date_____

ATTEST:

Emily Deach, Borough Clerk (SEAL)



Date: January 31, 2020

"Proposal for Borough Assessor" To: Municipality of Skagway

By James W. Canary Alaska Certified Assessor Appraiser, #247



- 1. Title Page
- Date: January 31, 2020 To: Municipality of Skagway P.O. Box 415 Skagway, Alaska 99840
- From: Alaska Assessment Services James W. Canary, Contract Assessor Business License #945266 Address: 1217 N. Fairway Drive, Eloy, Az. 85131 Phone: 520-431-4997 Email: james.canary@gmail.com
- RE: Request for Proposal for Borough Assessor **RFP 2020-24 Municipal Assessment Services**

To Whom It May Concern,

The following proposal is for Ad Valorem property tax assessment of real and personal property and consulting services regarding the administration of property assessments for the Municipality of Skagway.

The emphasis of the work will be to act as a full-time Assessor for the Municipality of Skagway, review and update all properties within the Borough including the collection of market sales prices, rents, income, cost, physical inspections, photos, measurements, market analysis, cost approach, entry into a database system, updating the personal property system, creating an Assessment Roll, resolving appeals, representing the Borough at the Board of Equalization, Certifying the Assessment Roll, Completing the State Annual Report and including training as needed to the staff.

Thank you for the opportunity to respond to your recent request for a proposal.

Sincerely;

James W, Canau



2. Letter of Transmittal

Project: Borough Assessor for Municipality of Skagway Project Dates: Beginning on Date Contract is Awarded 2020, - January 31, 2024.

Company Name:	Alaska Assessment Services
Owner/Assessor:	James W. Canary
Qualifications:	Certified Assessor/Appraiser, State of Alaska 247
Qualifications:	Certified Residential Appraiser, State of Alaska 212
Software Used:	Filemaker Pro (Database), Excel, Work, Apex (Sketch), PDF,
Marshall and Swi	ft Cost Estimation program
Address:	1217 N Fairway Drive, Eloy, AZ 85131
Address:	PO. Box 32361, Juneau, Alaska 99803
Cell Phone:	520-431-4997
Email:	james.canary@gmail.com

A: Companies Understanding of the Borough Assessor Position:

James Canary, the owner of Alaska Assessment Services, has been the full time appointed Assessor for the City & Borough of Juneau and the Contract Assessor for the City of Petersburg, City of Pelican, City of Haines and the City of Dillingham. (See Page 6 for Proposer Qualifications)

B: Project for the Proposal.

Establish the Full and True Value of each property within the Municipality of Skagway for Ad Volum purposes, following the State of Alaska Statutes Title 29, Chapter 45, Section 10 through 810.

By way of Collecting sales/rents/income data, analyze sales and depreciation schedules to match the sales data collected. Create a local multiplier for the cost approach based on the information collected. Physically inspect each property within the Municipality of Skagway. The inspection includes:

1. Onsite physical inspection, photo of structures, measurements of buildings, decks, porches, outbuildings.

2. Speak with the owners if possible regarding issues that may affect the market value. (i.e. issues with roof, siding, windows, heating system, foundation, etc.)

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3. Download the inspection information into a database, linking a current photo, create or update a sketch of the structures, create or update the cost approach, varify the current deed for property ownership, attach a plat of the property.

4. Work with the GIS director as issues arise.

5. Download new Assessment Values to be sent out before the yearly deadline as directed by the Municipality of Skagway.

6. Inspect appeals and try to resolve the owner's issues.

7. Present a defense of valuation to the Board of Equalization.

8. Complete the State Annual Report.

3. Proposal Narrative

I: Scope of Services;

• Provide current assessments in accordance with standard tax practice and all requirements of the State and Municipal law for all taxable and non-taxable real property, furnishing all necessary files, photographs and forms required for such assessment.

• Furnish all the required equipment and labor, other than legal descriptions and ownership records of those parcels to be assessed and make a final report to the Municipality. For detailed obligations and requirements of the Borough Assessor, please refer to SMC Chapter 4.10 Real Property Taxation.

• Investigate, evaluate, and report to the Municipality the merits of all property assessment appeals received by the Municipality after assessment notices have been mailed and prior to the Board of Equalization Hearings.

• Attend hearings of the Board of Equalization, dates of which are established by Skagway Municipality Code.

• Complete assessments prior to March 25th of the applicable year, including all obligations on the part of the Assessors to be performed with the exception of investigation of appeals and attendance at the Board of Equalization Hearings and completing required exemption forms.

• Document and file with the Municipality all market data pertaining to the establishment of fair market values; data shall become property of the Municipality.

• Document and track possessory interest calculations on applicable properties.

• Update the assessment roll, as required, by factoring and modifying old calculations and adding new construction or deleting demolitions for all taxable properties.

Continued



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• The Municipality will provide the successful assessor with legal descriptions, ownership records, ownership addresses, and all information on existing property records, maps, plats (when available), a place to work while in Skagway and necessary administrative assistance in Skagway. The Municipality will also provide a car to conduct fieldwork in Skagway when one is available.

• Proposals shall describe how market value for both residential and commercial properties will be determined.

• This proposal includes all labor, material, equipment, transportation, and overhead needed to produce and complete the yearly assessments

A) Project Understanding and Approach

- 1) <u>Project Objectives and proposed approach.</u> To comply with Alaska State of Alaska Statutes Title 29, Chapter 45, Section 10 through 810. (See Page 3, B: Project for the Proposal for detailed comments)
- 2) <u>Understanding of Potential Issues.</u> In my last Contract Assessor job in Dillingham, I had to create a database system for the City. In that time, many escaped properties that were not on the Assessment Roll were found. Property values were raised from 58% of market to 98% of market, created files for escaped possessory interest properties and valued them (Airport, Harbor, Federal/State/City properties leased, Native Exempt properties that were leasing property, etc), analyze Native Allotment Properties for taxable vs exempt, work with City leaders to notify the public regarding issues, inspections, notifications. Work with the public to educate on valuations, exemptions (Senior, Disabled Veteran, Hardship) and the process of valuation, appeal and the Board of Equalization.
- 3) <u>Specific Approach Methodology</u>. The Cost Approach using Marshall & Swift Estimator Cost Approach system is the most used method for valuation (Both for Residential & Commercial building valuation). I also incorporate both the income and sales comparison approach to value for the defense of the cost approach.

B) Proposed Project Manager

- 1) General Qualifications to perform assignments.
 - a) Project Manager will be James Canary, Alaska Certified Assessor Appraiser III.
- 2) Experience on similar projects
 - b) : City & Borough of Juneau, Assessor (Retired)(2004-2007)
 Contract Assessor: City of Pelican (2002-Present), City of Petersburg(2002-2009), City of Haines(2013), City of Dillingham(2016-2019).
- 3) Experience in successfully providing high-quality products in Southeast Alaska
 - c) By the end of previous contracts, all Cities & Boroughs ended up to



4) 97% to 100% of full and true market value.d) James Canary is the sole project manager.

C) Proposed Project Team

 The proposer usually hires an employee to assist the Assessor with photo taking, measurements, minor data collection, entry and drawing of sketches, appeal tracking and security. The proposer will be with the employee in the field.

D) Firm Resources and Experience

 Size, Resources, and Business History. Alaska Assessment Services was started in 2012 after selling the business Canary & Associates, Inc. James Canary has serviced as the Assessor in a few small communities since 2002. James Canary has a pool of qualified real estate persons who would assist in the data collection, as described above. Experience see attached Qualifications.

Special Note: Alaska Assessment Services has taken on two very difficult assignments in the past. Haines Borough, who was in their last year of major errors from the State of Alaska and the City of Dillingham who was grossly undervalued and going towards major errors by the State Assessor.

City & Borough of Juneau, Assessor: Worked with the Lands Manager and Harbor Master in valuations. Lands manager Steve Gilberson requested valuations for setting values for lands to be sold publicly. Harbor Master requested valuations for dock commercial lease space (possessory interest), valuations for condemnation of tidelands on commercial properties on South Franklin Stret, valuations for possible purchases of properties.

E) <u>References</u>

a.	Anita Fuller	Finance Director, City of Dillingham	907-842-1450
b.	Lori Goodell	City Clerk, City of Dillingham	907-842-5212
c.	Jila Stuart	Finance Director, Haines Borough	907-766-2231x27
d.	Jessica Adams	City Treasurer, City of Pelican	907-735-2202
e.	Tom Pitts	Assessor, Retired – City & Borough of Juneau	907-723-9698
f.	Shawn Kantola	Real Estate Appraiser, Southeast Appraisal Services	907-789-0871

F) Fee Proposal – In separate, sealed envelope labeled "Fee Proposal"



III: Proposer Qualifications;

James W. Canary is the primary responder to this request for proposal. Please see attached resume' for the complete professional qualifications. I am a recognized professional in property tax (Ad Valorem) assessment. I am active in and recognized by the Alaska Association of Assessing Officers as well as the International Association of Assessing Officers. I have been affiliated with both groups for 36 years. (Alaska Certified Assessor, Level III)

I was the City & Borough Assessor in Juneau for four years before my retirement in mid-2007. Before that, I was the Deputy Assessor and staff appraiser in Juneau since 1990. I was a staff appraiser for the Ketchikan Gateway Borough from 1984-1990. The Juneau tax base includes more than 14,000 real property parcels along with a Full Value determination of more than \$4,900,000,000. My staff included three residential appraisers, one commercial appraiser (myself), one business personal property appraiser and one office clerk. Juneau was on a Fiveyear inspection cycle. The residential & commercial appraisers recognized the City & Borough of Juneau, Assessor's office within the State of Alaska as the best for full market value, detail and market analysis in the State.

As the Assessor, I was responsible for all administrative, technical, and public relations work for the Assessor's Department. I was directly involved in the development, analysis, implementation and maintenance of the commercial, residential, personal property valuation models for the Borough. Other duties as the Assessor were to write and review all job descriptions, organizational structure, policies, and procedures for the assessment division and property tax development.

I have specialized knowledge of the administration of property tax exemptions under Title 29, section 45 and have worked with the City & Borough of Juneau to implement these exemptions.

I have also been a Contract Assessor for the City of Petersburg (2002 to 2009), City of Pelican (2002 to Present), Haines Borough (2013) and the City of Dillingham (2017-2019).

CONTINUED....



Contract Assessor for the City of Dillingham (2017-2019)

In September of 2016 I began as the Dillingham Assessor, first meeting with the City Clerk, Janice Williams and then with the Finance Director, Navin Bissran and the temporary city manager Rose Loera. We all sat down and outlined a plan of a re-assessment cycle & the creation of the new database system of all properties for the City of Dillingham. From there I started out at Snag Point inspecting every taxable parcel and worked my way through the City of Dillingham over the next three years. In that time I took photos, measured buildings, created digital sketches, downloaded plats, deeds, discovered missed taxable properties, ran a marketderived cost approach of each structure and researched sales information in person, by letter and by local persons with firsthand knowledge of the sale. Because of this, the Total Real Property Taxable Value went from \$132,199,853 to \$184,652,150 (39.9676% Increase over three years). The personal property went from \$82,513,075 to \$225,244,679 (272.98% Increase over three years, it should be noted that most of this increase came about because of Navin & Anita as they did the work on the personal property side). At the end of my contract in 2019 the City of Dillingham was presented with a working database system. It should also be mentioned that the City had created a GIS system before I started which was invaluable in creating the database and confirming parcels both taxable and exempt.

Contract Assessor for the Haines Borough (2013) (Population 2592, Property Parcels 2604) In January of 2013, I was contacted by the Haines Borough Manager regarding completing the term of the previous Contract Assessor who had been let go. I told them I would be interested, but right after that I contacted the State Assessor to see what was up. The answer from the State Assessor was the Haines Borough was in their last year of being issued major errors and the Assessor must bring assessment up to market or the State was going to have to step in. The State Assessor also stated that the Haines Borough had been chasing market sales, in other words bring recent sales up to market but not applying the change to the rest of the market area. I started working for the Haines Borough on January 15th and had to complete the Borough Assessment Roll by the end of February. To my surprise the Haines Borough had a good amount of sales information to analyze, so I went to work analyzing sales, inspecting the sales, deriving local market multiplies and land valuations both improved and unimproved. With the help of Dean Olsen the Haines Borough Assessor in training we created a land model from the sales and adjusted the land accordingly, also a new Assessor database system was created. Dean & I picked up missed properties and we re-inspected new construction for the year. Overall there was a 15% market value increase (20% before the appeal process) to the Haines Borough assessment roll, the equivalent of \$51,038,381 in property value increases from the previous year. That year there were over 440 appeals for just over 2500 parcel of real property. The State Assessor was called in to conduct a BOE training seminar and to review my techniques which were supported by the State Assessor. Every appeal was inspected, either resolved or went to the BOE (4 BOE hearings). This was the



highest number of appeals the Haines Borough has ever had. The Haines Borough was removed from the major error list by the State Assessor. This was one of my most difficult years but also one of my most satisfying.

Contract Assessor for the City of Petersburg (2002-2009) (Population 2920, Properties 2674)

In September of 2002 my company was awarded the contract for Assessor work with City of Petersburg. When arriving in Petersburg the first thing I noted was that Assessments really hadn't changed for over 10 years, but the market values had increased significantly. The first thing we did was to create a database system where there were old card files only, download the parcel numbers, owner's names, addresses etc. from the City's database system for taxes, inspect and enter the sales information located and start to establish land values within different neighborhoods. Inspections were limited to the downtown area only for that year. Once the inspections were completed, physical data, photo, sketches, plats, deeds were entered into the database, along

with data for the cost approach using Marshall & Swift computer generated cost approach. In that first year Assessments went up over 20% for the inspected area with smaller increases for the remaining areas. Less than 100 appeals that year were recorded as many of the Residants were familiar with the assessment process and market value for Petersburg. The second-year, on the other hand, was a challenging year, the 2nd year inspection area was on the beachfront and uphill side of town with high-end homes in the area. Appeals were over 300 and 5 out of the 6 council members lived in the area. I completed the appeal process holding to most all increases. The 3rd year was easier due to a better public understanding of what my job required. Petersburg was on a three year inspection cycle, so one of three areas was inspected every year. The database created for Petersburg was developed by my company and was an inhouse database which the City could access on line. After getting the entire borough entered into the database I was able to maintain assessments at 98% or better each year as the Assessor.

Contract Assessor for the City of Pelican (2002-Present) (Population 89, Properties 238)

In August of 2002 my company was awarded the contract for Assessor with the City of Pelican. Pelican only has approximately 100 parcels of property, so physical inspections only took 2 days but data entry into a new database system took much longer. I've been working with the City of Pelican and they seem very happy with my work. **Disclosure**, the market in Pelican over the past 8 years has been pretty stable with no real market increases.

CONTINUED....



Certified Real Estate Appraiser (1995 – Present)

I've been an Alaska Certified Residential Appraiser since 1995, working mostly at first in the rural areas of Southeast Alaska. I established my appraisal company Canary & Associates, Inc., working outside of Juneau, covering the areas of Ketchikan, Prince of Wales Island, Wrangell, Petersburg, Kake, Angoon, Sitka, Tenakee Springs, Hoonah, Pelican, Elfin Cove, Haines, Skagway, Yakutat and all small remote sites in Southeast Alaska. I specialize in remote property sales. I sold my appraisal company in 2012 to one of my employee's who I now work for in Juneau. I created Alaska Assessment Services in 2012, as the name Canary & Associates, Inc. was also purchased during the sale.

All assigned key professional staff

Currently, I'm a one-person office, but in the performance of this contract, I may need to bring additional personnel on board. Currently, I have no one signed up for assistance, but they will be employees and not sub-contractors. If required, I will be pulling from a pool of trained real estate professionals from either Alaska or Arizona. I will be with the employee at each property. They will be assisting me with measurements, photo and data entry. For data entry, I will perform this duty as I'm very precise as to how I want the detail to look and entered into the database system. This core team will be competent and focused on the specific tasks included in the RFP.

Assumptions by the Contractor

This proposal assumes that the Municipality of Skagway will remain engaged in the collection of information, updating of records and development of the assessment system during the contract. The core team staff in Skagway is committed to work with the Contract Assessor, inform the Assessor regarding how work is being done and collected with the Assessor developing a work plan. In addition, the Contract Assessor assumes the Municipal clerical staff is responsible for updating the ownership records and legal descriptions of taxable properties. This proposer intends to work with the administrative staff concerning how this information is collected and how to store in a searchable database system.



IV: City Provided Services:

The Municipality shall supply the assessor with the existing tax roll (including legal descriptions, maps, plats, building permits applications, ownership records, addresses, etc.), access to existing assessment cards (to be maintained by the City), a vehicle to use for work, office space and an office phone while working on site in Skagway.

It will be the responsibility of the City to mail assessment notices and tax bills to property owners. It will be the responsibility of the City to ensure that those appealing assessments to the Board of Equalization do so on the appropriate forms and to validate properly filed appeals.

The Assessor anticipates that the City will provide staff support to the Contract Assessor.

V: Incurred Cost:

The City is not liable for any cost incurred by the Contract Assessor prior to the issuance of an approved contract. All costs incurred as a result of responding to this RFP are the sole responsibility of the proposer.



Alaska Assessment Services

Assessor's Database

Exhibit A

3400	Nina Way	y	Accoun Prope	t Number 10269 rty Type residen	og GIS L tial Prop	ink ID 1-240-300 erty ID 000103-000
			Nina Nicholson Plat Location Waterfront View Lot Size Zoning	ty* Dillingham B1 L7 84-12 Suburban/Upla No Territorial 20494 CO	Quality Year Bit	1.5 Story Average (+) 1991 14 Average (+) 1968 None
Dwner	Fuller	Anita M.	Sale	s Date 12/08/20	11 Fin Bsmt	J
Street	PO Box 913		Sale	s Price	Functional	Average
ity/State	Dillingham		AK	99576	Heating	OHWBB
and Buildings Fotal Previous Exempt Ty Enlarge	<u></u>	Exempt Amoun	0 <u>\$223.900</u> 1t <mark>0</mark>	His Sales	Garage Garage Size Sment EP tory CP Letter Dk Fireplace Misc Information L= Roof Siding Foundation	None None None None None None None None
Scan F	Folder	Recorded D	eed		rior Sales Date	
				Cos	t Approach	
Notes						



Alaska Assessment Services Exhibit B - Sketch

3400 Nina Way



SKETCH/AREA TABLE ADDENDUM FlaNd 1. Property Address City Dillingham State Bonowar Lands: Client Appraiser Name 14' 13 3': 2nd Floor 575sf 25 25 CP 16st 23 GLA 1968 Storage 1st Floor 26 1393sf 41 Deck b2sf

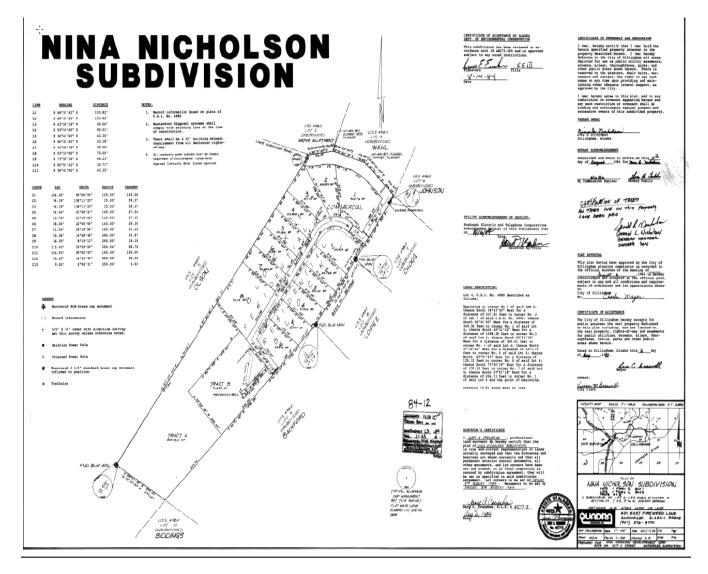
Code	AREA CALCULATIONS Description	SUMMARY Net Sea	Net Totals	LIVIN	3 AF	
GLA1 9/9	First Floor Becond Ploor Covered Perch Deck	1393.00 575.00 16.00 32.00	1968.00	First Ficor 26.0 27.0 3.0 Second Ficor 25.0	*** •	20 20 10

8



Alaska Assessment Services

Exhibit C - Plat





Alaska Assessment Services Exhibit D – Cost Approach

3400 Nina Way

Back

Standard Report

Estimate ID		1-240-300		
Property Owner:		Anita M Fuller		
Address:		3400 Nina Way		
City:		Dillingham		
State/Province:		Alaska		
ZIP/Postal Code:		99576		
Surveyed By:		Canary		
Survey Date:		1/1/2018		
Single-family Residen	CP.	Floor Area:	1	
Effective Age:	14	Quality:	3	
Cost as of:	March, 2016	Condition:	3	
Style:	1 1/2 Story Unfinished			
Exterior Wall:	Frame, Siding, Vinyl 100%			
Plumbing Fixtures:	8			
		Units		
Base Cost		1,968		
Plumbing Fixtures		1,908		
Metal, Preformed		1,968		
Raised Subfloor		1,968		
Floor Cover Allow		1,968		
Baseboard, Hot W		1,968		
Plumbing Rough-		1,000		
Appliance Allows				
Basic Structure Total (1.968		
Wood Deck	con	32		
Wood Deck with	Poof	16		
Wood Stove	ROOL	10		
Shed		144		
Subtotal Extras		144		
Replacement Cost New	N/	1.968		
Physical + Functional		A.2.00		
Total Depreciated Cos				
Site Value	u			
Non Building				
Total				
Total, Rounded to Nes			_	

Cost data hy Marshall & Swift/Boeckh LLC and its licensors



Alaska Assessment Services Exhibit E – Assessment History

3400 Nina Way



Fuller

Property ID: 000103-000

Current Year	<u>2019</u>	<u>2018</u>	<u>2017</u>	2016	2015
Land	\$20500	<u>20500</u>	<u>17000</u>	17000	16600
Buildings	\$218900	<u>218900</u>	<u>206900</u>	206900	202900
Total	\$239400	<u>239400</u>	<u>223900</u>	223900	219500



Alaska Assessment Services Exhibit F – Last Recorded Deed

		A L A S K A	2011-000474-0 Recording Dist: 307 - Bristol Bay 12/9/2011 12:18 PM Pages: 1 of 3
Filed for Record Fidelity Title A	at Request of: gency Of Alaska		
AFTER RECOR	DING MAIL TO:		
Name Address	Terry L. Fuller P.O. Box 913		
	Dillingham, AK 99576 F-33393M LH		FTAA
mailing address	weys and warrants to Terry L. F s: P.O. Box 913, Dillingham, A	K 99576	ita M. Fuller, husband and wife, whose
State of Alaska: Lot Seven (7), B thereof, filed un	lock One (1), NINA NICHOL	SON SUBDIV	Recording District of Third Judicial District, /ISION, according to the official plat e Bristol Bay Recording District, Third
	d exceptions as contained in Na	tive Allotmen	t
	513 against alienation were remove April 12, 1984	d by instrume	nt:



Resume For:

James W. Canary

Phone: 520-431-4997, Email: james.canary@gmail.com

Professional Qualifications and Affiliations:

Certified Residential Real Estate Appraiser, State of Arizona- Certificate #22353 Certified Residential Real Estate Appraiser, State of Alaska - Certificate #212 Certified Assessor, Alaska Association of Assessing Officers, Level III - Certificate #122 Arizona Real Estate Sales Person, License #SA639033000 FHA Approved Residential Real Estate Appraiser VA Approved Residential Real Estate Appraiser Affiliate Member, Appraisal Institute Member, National Association of Real Estate Appraisers Member, International Association of Assessing Officers Member, Alaska Association of Assessing Officers

University Education:

Washington State University - Pullman, WA 1975-1977 University of Alaska, Fairbanks - Fairbanks, AK 1977-1981, **BA:** <u>Finance</u>

Professional Experience:

09/16 - 09/19	Contract Assessor	City of Dillingham
01/13 – Present	Real Estate Appraiser	Southeast Appraisal Services
01/13 – Present	Owner/Contract Assessor	Alaska Assessment Services
01/13 - 07/13	Contract Assessor	Haines Borough
10/91 – 12/13	President/Senior Appraiser	Canary & Associates, Inc.
08/02 – Present	Contract Assessor	City of Pelican
09/02 - 05/09	Contract Assessor	City of Petersburg
07/04 - 07/07	Assessor	City & Borough of Juneau
08/99 – 07/03	Chief Appraiser	City & Borough of Juneau
03/90 - 08/99	Appraiser I & II	City & Borough of Juneau
10/93 – 12/94	Contract Staff Appraiser	King & Assoc., City of Petersburg
03/87 – 12/88	Contract Staff Appraiser	Wright Appraisal Services, City of Craig
02/84 - 02/90	Appraiser I & II	Ketchikan Gateway Borough

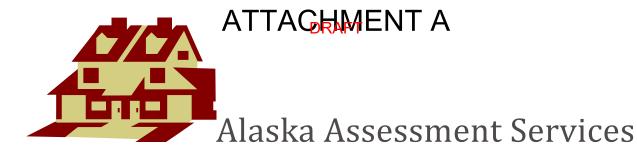


Professional References:

Jila Stuart	Finance Director, Haines Borough	907-766-2231x27
Jessica Adams	City Treasurer, City of Pelican	907-735-2202
Tom Pitts	Assessor, Retired – City & Borough of Juneau	907-723-9698
Shawn Kantola	Real Estate Appraiser, Southeast Appraisal Services	907-789-0871

Appraising and/or Assessing Education:

Course Title	Sponsorship	Year
Appraising Manufactured Home	Appraisal Institute	2019
National USPAP Update	McKissock	2019
FHA Handbook 4000.1	McKissock	2019
Residential Appraisal Review	McKissock	2019
Commercial Appraisal Update	Arizona School of Real Estate	2015
Appraisal Review	McKissock	2015
National USPAP Update	McKissock	2015
The New FHA Handbook 4000.1	McKissock	2015
Expert Witness, Course I & II	Appraisal Institute	2013
Appraising FHA Today	Appraisal Institute	2013
Uniform Standards of Professional Practice	Appraisal Institute	2013
Business & Ethic's	Appraisal Institute	2011
Appraisal Review	Appraisal Institute	2011
Uniform Standards of	Appraisal Institute	2011
Professional Practice		
Advanced Cost Approach	Appraisal Institute	2011
Appraising FHA Today	Appraisal Institute	2008
Uniform Standards of	Appraisal Foundation	2008
Professional Practice (USPAP)		
Introduction to Expert Witness	Appraisal Institute	2008
Testimony		
General Market Analysis/Highest	Appraisal Institute	2007
and Best Use		
General Appraiser Sales	Appraisal Institute	2007
Comparison Approach		
Basic Income Capitalization	Appraisal Institute	2007
Uniform Standards of	Appraisal Institute	2005
Professional Practice		
Best Practices for Residential	Appraisal Institute	2005



Appraisal Reports		
Possessory Interest Workshop	A.A.A.O.	2004
Residential Appraisal Procedures,	Appraisal Institute	2003
Course 120		
Missions and Measures	Glasser	2002
Management Skills Workshop	Glasser	2001
Advanced Residential Form	Appraisal Institute	2001
Writing, Course 500		
Uniform Standards of	Appraisal Institute	2000
Professional Practice		
FHA Field Inspections and Report	Appraisal Institute/HUD	2000
Writing		
Real Estate Appraising in	I.A.A.O.	1999
Rural/Remote Jurisdictions		
Mass Appraisal Techniques in	I.A.A.O.	1999
Rural Areas		
Appraisal Software Demo	Bradford & Robbins/a la mode/APEX	1999
Workshop		
Appraising/Collecting Data for	I.A.A.O.	1999
Difficult Properties		
Analyzing Sales Data in Small	I.A.A.O.	1999
Jurisdictions		
FHA Class/National Exam	I.A.A.O.	1999
Rural Appraisal Workshop	I.A.A.O.	1999
Management Skills Workshop	I.A.A.O.	1999
Land Evaluation and Policy	Lincoln Institute	1999
Ratio Analysis and Computer	I.A.A.O.	1999
Assistance		
Technical Inspections of Real	Beckman, Virgil PE	1998
Estate		
Using Marshall Swift Estimator	Marshall Swift	1998
Mass Appraisal of Residential	I.A.A.O.	1997
Properties		
Fundamentals of Real Estate	I.A.A.O.	1997
Appraisal		
Uniform Standards of	I.A.A.O.	1996
Professional Practice		
FHA Course	HUD Housing	1995
Land Evaluation and Policy	Lincoln Institute	1995
Depreciation and Obsolescence	I.A.A.O.	1994
Statistics for Real Estate	I.A.A.O.	1994
Appraisals		



Income Approach I.A.A.O. 1994 **Electronic Data Processing** I.A.A.O. 1993 Uniform Standards of I.A.A.O. 1992 Professional Practice Mass Appraisal of Income I.A.A.O. 1991 Producing Property Fundamentals of Real Estate I.A.A.O. 1989 Appraisal Fundamentals I American Institute 1989 Mass Appraisal of Residential I.A.A.O. 1988 Properties Land Appraisal I.A.A.O. 1986

In Summary;

Alaska Assessment Services developed the current database system pictured above (Exhibit Pages 12-17) for the City of Dillingham (CAMA Database system) from 2016 to 2019. This database system has streamlined the Assessment function and helped the assessor keep up on the ever-changing real estate market in the community. Because of this maintaining a consistent procedure with the CAMA system and updating as needed will assure a CAMA system that will help within the everyday functions for the Municipality of Skagway and the Assessment Function.

Thank you for the opportunity of bidding on this request for proposals. I look forward to answering any questions you may have and/or working for the Municipality of Skagway.

Sincerely,

James W. Canary

Alaska Assessment Services Cell Phone: 520-431-4997 Email: james.canary@gmail.com





FEE PROPOSAL

Year	Cost	
<u>2020-21</u>	<u>\$28,000</u>	
2021-22	<u>\$28,000</u>	
2022-23	<u>\$28,000</u>	
2023-24	<u>\$28,000</u>	
Total	<u>\$112,000</u>	