

City of Watertown

Request for Action

**Watertown City Council**

July 14, 2020

<b>Agenda Item:</b>	<b>2021 Assessors Agreement with Carver County</b>
<b>Request for Action:</b>	<b>Adopt Resolution #2020-94, approving the service agreement with Carver County Assessor</b>
<b>Department:</b>	<b>Administration</b>

**Background:**

The City of Watertown has an obligation to assess the valuation of real property within the community for tax purposes. The law specifically requires that assessors view each parcel of real estate to appraise its market value. Property values change continuously with changing economic conditions. In addition to market changes, numerous physical changes affect the value of land and buildings. All factors that may influence value must be considered when estimating the value of property. This task requires a physical inspection of all property subject to assessment.

The City has historically entered into a Service Agreement with Carver County to provide these services in Watertown. This agreement is ready for renewal for a 2021 with no increase from 2020. The rates will be: \$13.95 per residential valuation, \$14.50 per agricultural valuation, and \$15.55 per commercial/industrial valuation.

Staff recommends approval of this agreement.

**Funding Sources**

General Fund-Other Professional Services

**Attachments**

- Resolution #2020-94
- Service Agreement for Joint Assessment

**CITY OF WATERTOWN  
RESOLUTION NO. 2020-94**

**RESOLUTION APPROVING SERVICE AGREEMENT FOR JOINT ASSESSMENT WITH THE  
CARVER COUNTY ASSESSOR**

**WHEREAS**, the City of Watertown (the “City”) is obligated to assess real property within its jurisdiction; and

**WHEREAS**, the City has partnered with Carver County to provide such services within the community; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Watertown, Minnesota, hereby approves the Service Agreement for Joint Assessment with Carver County Assessor’s Office for 2021.

Adopted by the City Council of the City of Watertown this 14th day of July, 2020.

\_\_\_\_\_

Steve Washburn, Mayor

ATTEST: \_\_\_\_\_  
Lynn Tschudi, Clerk/Treasurer

## SERVICE AGREEMENT FOR JOINT ASSESSMENT

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through Carver County Assessor, (hereafter “County”) and City of Watertown, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the Town.

WHEREAS, the Town desires to enter into an agreement with the County to provide for the assessment of property in said Town by the County Assessor’s Office; and

WHEREAS, Minn.Stat. § 273.072 and Minn.Stat. § 471.59 permit such an agreement for joint assessment;

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

- 1) **Term.** That the Town, which is situated in the County of Carver, and which constitutes a separate assessment district, shall have its property within Carver County assessed by the Carver County Assessor for the assessment date of January 2, 2021. All work necessary to the establishment of the estimated market value for each Carver County parcel in the Town shall be performed by the Carver County Assessor or by one or more of the licensed assessors under his/her direction and supervision.
- 2) **Cooperation.** It is hereby agreed that the Town and all of its officers, agents and employees shall render full cooperation and assistance to the County to facilitate the provision of the services contemplated hereby.
- 3) **Payment Amount.** The Town shall pay to the County for the assessment of property with Carver County the sum of thirteen dollars and ninety five cents (\$13.95) per residential valuation, fourteen dollars and fifty cents (\$14.50) per agricultural valuation, and fifteen dollars and fifty five cents (\$15.55) per commercial/industrial valuation (for the assessment of January 2, 2021) existing or created before the closing of the relative assessment year.
- 4) **Payment terms.** Full payment of all claims submitted by the County Assessor for relative assessment dates shall be received by the County no later than November 15<sup>th</sup> of the respective years.
- 5) The County agrees that in each year of this Agreement it shall, by its County Assessor or one or more of his/her deputies, view and determine the market value of at least twenty percent (20%) of the parcels within this taxing jurisdiction. It is further agreed that the County shall have on file documentation of those parcels – physically inspected for each year of this Agreement.
- 6) **Data Privacy.** Pursuant to Minn. Stat. Chap. 13, the parties agree to maintain and protect data received or to which they have access. No private or confidential data

developed, maintained or received by the Town under this agreement may be released to the public by the Town. The Town agrees to indemnify and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of the Minnesota Government Data Practices Act by Town or its agents, assigns, or employees, including legal fees and expenses incurred to enforce this provision of this agreement.

- 7) **Mutual Indemnification.** The Parties' total liability under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Stat. § 466.04, subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

- 8) **No Joint Venture.** Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Town or employees of the Town performing services under this Agreement.

9) **Records: Availability and Retention.** Pursuant to Minn. Stat. §16C.05, subd. 5, the Town agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Town and involve transactions relating to this Agreement. Town agrees to maintain these records for a period of six years from the date of termination of this Agreement.

10) **Merger and Modification.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

11) **Default and Cancellation.** If the Town fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Town’s default is excused by the County, the County may, upon written notice to the Town’s representative listed herein, cancel this Agreement in its entirety as indicated in (b.) below.

This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

Representatives for each of the parties to this Agreement are as listed below:

<u>Town/City</u>	<u>County/Division</u>
City of Watertown	Keith R. Kern
309 Lewis Avenue S.	Carver County Assessor
Watertown, MN 55388	600 E 4 <sup>th</sup> Street Chaska MN 55318
Clerk – Lynn Tschudi	kkern@co.carver.mn.us

12) **Subcontracting and Assignment.** Neither party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other party and subject to such conditions and provisions as the other party may deem necessary. The party attempting to subcontract or assign its obligations shall be responsible for the performance of all Subcontractors.

No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

- 13) **Nondiscrimination.** During the performance of this Agreement, the Town agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin 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.
- 14) **Health and Safety.** Each party shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. Each party shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement.
- 15) **No Waiver.** Nothing in this Agreement shall constitute a waiver by the either party of any statute of limitations or exceptions on liability. If the either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 16) **Severability.** If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.
- 17) **Applicable Laws.** The Laws of the State of Minnesota shall apply to this Agreement.

IN WITNESS WHEREOF, the City of Watertown, has caused this Agreement to be executed by its Chairperson/Mayor and its Town Clerk by the authority of its governing body by a duly adopted resolution on

This the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

The County of Carver has caused this Agreement to be executed by its Chairperson and the County Assessor pursuant to the authority of the Board of Commissioners by resolution adopted on

This the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY/TOWNSHIP OF WATERTOWN

COUNTY OF CARVER

By: \_\_\_\_\_  
Chairperson/Mayor

By: \_\_\_\_\_  
James Ische, Chairperson  
Board of Commissioners

By: \_\_\_\_\_  
Clerk – Lynn Tschudi

Attest: \_\_\_\_\_  
Dave Hemze/County Admin.

And: \_\_\_\_\_  
Keith R. Kern  
County Assessor

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney/Date

