

**MEMORANDUM
ASSESSOR'S OFFICE
COUNTY OF PLACER**

TO: Honorable Board of Supervisors

FROM: Kristen Spears, Assessor

DATE: January 26, 2016

SUBJECT: Approve Change Order No. 2 to Contract No. KN021187 with National Valuation Consultants, Inc.

ACTION REQUESTED:

Approve Change Order No. 2 to Contract No: KN021187 with National Valuation Consultants, Inc. (NVC). The Assessor requests increasing the current contract by \$41,000 from \$49,000 to \$90,000 and extending the contract date to December 31, 2016. Increase to be funded by the Assessor's budget at no new net county cost, for the period ending June 30, 2016. Additionally, authorize the Purchasing Manager to sign the resulting change order.

BACKGROUND:

The Placer County Assessor has retained the professional organization, National Valuation Consultants, Inc. (NVC) to assist with research, analysis and value work related to specific high-end ski properties within Placer County.

The Consultant, with expertise in the ski industry will conduct research and lend technical expertise for pending assessment appeals. It is expected that their services will be used for additional unique, high-dollar appeals that could impact the County.

FISCAL IMPACT:

Upon your Board's approval, the Assessor's contract with NVC will be increased by \$41,000 while extending the contract through December 31, 2016. Funding for the increase is available within the Assessor's FY 2015-16 Final Budget, with no additional fiscal impact to the General Fund.

Administering Agency: Placer County Assessor
Contract No. : KN021187
Contract Description: Assessment & Valuation Consulting Services

CONTRACTOR SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AGREEMENT, originally executed April 24, 2015 by and between the **County of Placer** ("COUNTY"), and **National Valuation Consultants, Inc. (NVC)** ("CONTRACTOR"), and first amended on June 22, 2015, is hereby amended as described below:

1. **Contractor Services Agreement – Section 2, Payment:**
The total amount of this contract is increased by \$41,000 to a new total of \$90,000.
2. **Contractor Services Agreement – Section 7, Time:**
The effective period is extended to December 31, 2016.
3. **Exhibit A – Scope of Services:**
The following task is hereby added:

CONTRACTOR to complete a fee simple appraisal (restricted use or summary) as of January 1, 2014 for Northstar Ski Resort for the appeal hearing currently scheduled for April 2016.

4. **Exhibit B – Payment for Services Rendered:**
CONTRACTOR'S compensation for the above added task shall not exceed \$22,500.

With the exception of the above, all other provisions of this contract are unchanged.

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Executed as of the date indicated below:

COUNTY OF PLACER:

By: _____
Brett Wood, Purchasing Manager

Date: _____

National Valuation Consultants, Inc.

By: _____
Larry W. Stark, MAI – President

Date: _____

By: _____
Matthew D. Ansay – Secretary, EVP, COO

Date: _____

Administering Agency: Placer County Assessor
Contract No. KN021187
Contract Description: Assessment and Valuation Consulting Services

CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of ~~May 29, 2015~~ ^{April 24, 2015} by and between the County of Placer, ("COUNTY"), and National Valuation Consultants, Inc. (NVC) ("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide the services described in *Exhibit A*. CONTRACTOR shall provide said services at the time, place, and in the manner specified in *Exhibit A*.
2. **Payment.** COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in *Exhibit B*. The payment specified in *Exhibit B* shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY bi-monthly. The amount of the contract shall not exceed Forty Nine Thousand and no/100 Dollars (\$49,000.00).
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Unless otherwise specified in *Exhibit C*, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Independent Contractor.** At all times during the term of this Agreement, CONTRACTOR shall be an independent Contractor and shall not be an employee of the COUNTY. COUNTY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR'S services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.
6. **Licenses, Permits, Etc.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. CONTRACTOR understands that a Temporary Certification from the California State Board of Equalization may need to be obtained if not already in the possession of the CONTRACTOR.
7. **Time.** Time is of the essence. Failure of CONTRACTOR to perform any services within the time limits set forth in *Exhibit A* shall constitute material breach of this contract. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR'S obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is

prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party. This contract shall be effective from the date of execution through May 1, 2016.

8. **Hold Harmless And Indemnification Agreement.** At all times during the performance of this agreement, CONTRACTOR agrees to protect, defend, and indemnify COUNTY in accordance with the provisions contained in *Exhibit D*.
9. **Insurance.** CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, for the coverage shown in *Exhibit D*. All costs of complying with these insurance requirements shall be included in CONTRACTOR'S fee(s). These costs shall not be considered a "reimbursable" expense under any circumstances.
10. **Contractor Not Agent.** Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
11. **Assignment Prohibited.** CONTRACTOR may assign its rights and obligations under this Agreement only upon the prior written approval of COUNTY, said approval to be in the sole discretion of COUNTY.
12. **Personnel.**
 - A. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, including those members of the Project Team as explained below, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in *Exhibit A*, CONTRACTOR agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by CONTRACTOR without the prior written consent of COUNTY shall be grounds for cancellation of the agreement by COUNTY, and payment shall be made pursuant to Section 14 (Termination) of this Agreement only for that work performed by Project Team members.
13. **Standard of Performance.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.
14. **Termination.**
 - A. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY shall give notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event COUNTY shall terminate this Agreement:

- 1) CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) COUNTY shall have full ownership and control of all such writings delivered by CONTRACTOR pursuant to this Agreement.
 - 3) COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in *Exhibit B*, and further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy, which COUNTY may have in law or equity.
- B. CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days' advance written notice to the COUNTY.
15. **Non-Discrimination.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 *et seq.*
 16. **Records.** CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to COUNTY, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this agreement. However, COUNTY shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
 18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project. *See Exhibit E.*
 17. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
 18. **Conflict of Interest.** CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this agreement without immediately notifying the COUNTY.

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19. **Entirety of Agreement.** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
20. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 14, Termination.
21. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and CONTRACTOR hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
22. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Assessor
Attn: Pam Cummings
2980 Richardson Drive
Auburn, CA 95603

Phone: (530) 889-4348
Fax: (530) 889-4305

CONTRACTOR:

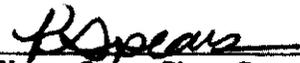
National Valuation Consultants, Inc.
Attn: Larry W. Stark, MAI
Matthew D. Ansay, MAI
Brian J. Stafford, SRA
David L. Clark, MAI
7807 East Peakview Avenue
Englewood, CO 80111

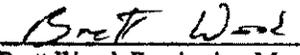
Phone: (303) 753-6900
Fax: (303)

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

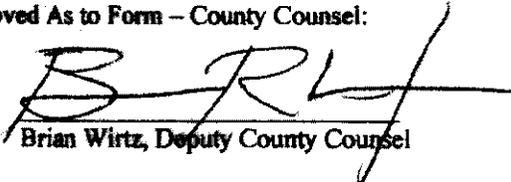
Executed as of the day first above stated:

COUNTY OF PLACER

By: 
Kristen Spears, Placer County Assessor

By: 
Brett Wood, Purchasing Manager

Approved As to Form – County Counsel:

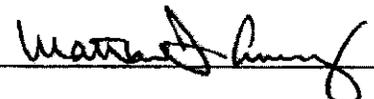
By: 
Brian Wirtz, Deputy County Counsel

CONTRACTOR – NATIONAL VALUATION CONSULTANTS, INC.

By: 

Name: LARRY W. STACK, M.F.

Title: PRESIDENT

By: 

Name: MATTHEW D. ANSAY

Title: Secretary, EVP, COO

**If Contractor is a corporation, this Agreement must be signed by two corporate officers, one of which must be the Secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer or other officers to bind the corporation.*

Exhibits

- A. Scope of Work
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of County
- D. Hold Harmless Agreement and Insurance Requirements
- E. Confidentiality of Information

EXHIBIT A
SCOPE OF SERVICES

NVC ("CONTRACTOR") shall provide the services described in this Agreement for the Placer County Assessor (COUNTY). The CONTRACTOR shall perform appraisals of commercial properties at the request of the COUNTY for assessment purposes. All services shall be performed on an as-needed basis, at the direction of the COUNTY or designated representative.

Services may include, but shall not be limited to, the following tasks:

- Provide property appraisal services for the Squaw Valley Ski Resort as of December 6, 2010 and November 17, 2011 to be delivered to the Assessor no later than September 1, 2015.
- Any remaining contract amount will be assigned based upon mutual agreement between CONTRACTOR and COUNTY. Prior to the commencement of additional appraisal services, the COUNTY Project Manager will notify the CONTRACTOR of additional assignments for ski resort or special use property appraisal services.
- Review parcel information, appraisal and valuation documents as provided by the owner or their designee and/or the COUNTY.
- Meet, discuss, and review work that is completed by the COUNTY'S appraisal staff.
- Make recommendations regarding appraisal methodology and value conclusions.
- Be available for meetings with the owner's representative and/or COUNTY'S staff.
- Complete fully documented appraisals according to the usual and customary methods in the industry.
- Perform physical inspections of commercial properties.
- Provide expert testimony to the Placer County Appeals Board, upon request.

Pursuant but not limited to California Revenue & Taxation Code including Sections 670 through 673 and Property Tax Rules 281 through 284; CONTRACTOR will obtain a Temporary Appraiser Certification issued by the California State Board of Equalization (BOE). Certification requirements must be obtained within 30 days of the execution of this Agreement. CONTRACTOR will work with COUNTY Project Manager to complete appropriate BOE application.

All services shall conform with and be subject to the requirements of the COUNTY'S Confidentiality Policy, the Uniform Standards of Professional Conduct of the Appraisal Foundation, the ethics of the Appraisal Institute, and the appraisal licensing requirements of the State of California.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Maximum Limit & Fee Schedule

The total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this Agreement.

CONTRACTOR'S compensation shall be paid at the schedule shown below:

Completion of Appraisals as described in Exhibit A	\$27,500.00
Post appraisal consultation	\$350.00/hour + travel expenses*
Testimony (minimum fee)	\$3,500

* Reimbursement of travel and lodging expenses required to perform specific services under the direction of the County must be pre-approved by the County and shall be limited to Federal Domestic Per Diem rates (see www.gsa.gov/mie). Out-of-pocket expenses, such as outside exhibit preparation, overnight courier or registered and/or certified mail (return receipt requested) charges and specialty reproduction, shall only be authorized with pre-approval of the County. All other expenses of Contractor, including general overhead, insurance and any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

Invoices

Invoices shall be submitted to COUNTY in a form and with sufficient detail as required by COUNTY. Work performed by CONTRACTOR will be subject to final acceptance by the COUNTY.

Submit all invoices to:

Placer County Assessor
Attn: Pam Cummings
2980 Richardson Drive
Auburn, CA 95603

Payment Schedule

Payments shall be made to CONTRACTOR within thirty (30) days after a correct billing is received and approved by COUNTY.

If this assignment is terminated during the course of any phase of the work, CONTRACTOR will be entitled to charge for the time incurred on the assignment up to the point of termination at the appropriate hourly rates. If payment for professional fees and out-of-pocket travel and related expenses is not received within thirty (30) days of the billing date, CONTRACTOR may reserve the right to suspend all work until payment is received. Any responsibility of CONTRACTOR is limited to the client, and use of CONTRACTOR'S product by third parties shall be solely at the risk of the client and/or third parties.

CONTRACTOR shall submit a progress report with associated billing to the COUNTY every two weeks.

EXHIBIT C
FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF COUNTY

To permit the CONTRACTOR to render the services required herein, the COUNTY shall, at its expense and in a timely manner provide the following:

- Appoint a staff member to act as Project Manager and main contact person to the CONTRACTOR.
- County shall promptly review all documents and materials submitted by the CONTRACTOR.

All other information, facilities, and equipment required to complete the services described in *Exhibit A* of this Agreement shall be provided by the CONTRACTOR.

EXHIBIT D

**HOLD HARMLESS AGREEMENT
AND INSURANCE REQUIREMENTS**

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000. If Contractor sub-contracts in support of Contractor work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the contractor shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

8. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR'S Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

EXHIBIT E

CONFIDENTIALITY OF INFORMATION AND RECORDS

In addition to any provision in the Real Estate Appraisers' Licensing and Certification Law (Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code), CONTRACTOR shall maintain the confidentiality of information and records, obtained in the performance of this contract, as provided in the State of California Revenue & Taxation Code Sections 408, 451, 481 and 674 (see www.leginfo.ca.gov/calaw.html).

- All information in Assessor's records deemed confidential will be held as such by CONTRACTOR, its officers, agents, employees, and volunteers.
- CONTRACTOR shall not provide appraisal data in his or her possession as related to the performance of this contract, to the COUNTY or a contractor of another county or to any other party who is not a party to this Agreement, without the express written consent of the COUNTY or designated representative.
- The COUNTY may authorize the CONTRACTOR to request additional information or records, if needed. However, the CONTRACTOR shall not request such information or records without the prior written authorization of the COUNTY or designated representative.
- After the conclusion, termination, or nonrenewal of the Agreement, CONTRACTOR may not retain information contained in or derived from an Assessee's confidential information and records. Within 90 days of the conclusion, termination, or nonrenewal of the Agreement; CONTRACTOR shall return to the COUNTY or purge Assessee records as obtained in the performance of this Agreement. Such records will include originals, copies, and electronically stored as provided by the COUNTY or otherwise obtained from the Assessee. CONTRACTOR shall provide a written declaration to the COUNTY stating compliance with this requirement.
- In accordance with Article 8, Chapter 3 of Part 2 Division 1, Section 670 of the Revenue and Taxation Code, each person performing professional services under this Agreement on behalf of CONTRACTOR shall hold a current Appraiser's Certificate issued by the State Board of Equalization.

Administering Agency: Placer County Assessor

Contract No. : KN021187

Contract Description: Assessment & Valuation Consulting Services

CONTRACTOR SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AGREEMENT, originally executed April 24, 2015 by and between the County of Placer ("COUNTY"), and National Valuation Consultants, Inc. (NVC) ("CONTRACTOR"), is hereby amended as described below:

1. **Exhibit A – Scope of Services:**
The following task is hereby added:

CONTRACTOR to provide initial review and recommendations for outstanding 1/1/13 lien date Proposition 8 Appeal filed by Squaw Valley Ski Resort.

2. **Exhibit B – Payment for Services Rendered:**

CONTRACTOR'S compensation shall be paid at the schedule shown below:

- Initial review and recommendations for outstanding 1/1/13 Proposition 8 Appeal not to exceed \$10,000
- Completion of Appraisals as described in Exhibit A estimated at \$27,500.00
- Post appraisal consultation \$350.00/hour + travel expenses*
- Testimony (minimum fee) \$3,500

* Reimbursement of travel and lodging expenses required to perform specific services under the direction of the County must be pre-approved by the County and shall be limited to Federal Domestic Per Diem rates (see www.gsa.gov/mie).

With the exception of the above, all other provisions of this contract are unchanged.

///

Executed as of the date indicated below:

COUNTY OF PLACER:

By: Brett Wood
Brett Wood, Purchasing Manager

Date: 6/22/15

National Valuation Consultants, Inc.

By: Larry W. Stark
Larry W. Stark, MAI – President

Date: 6/4/15

By: Matthew D. Ansay
Matthew D. Ansay – Secretary, EWP, COO

Date: 6/4/15

