

**AGREEMENT BETWEEN THE COUNTY OF MODOC AND VINCE T. MINTO FOR SERVICES REGARDING THE WILLIAMSON ACT**

This Agreement is entered into between Modoc County, by and through the Modoc County Assessor's Office, hereinafter referred to as "County", 204 S. Court St., Rm. 106, Alturas, California 96101-4064, and Vince T. Minto, PO Box 838, Willows, CA 95988, hereinafter referred to as "Consultant".

This Agreement is made with reference to the following facts:

- A. Modoc County has adopted the California Land Conservation Act (CLCA). In preparation for the implementation of the CLCA, County must process the recorded CLCA Contracts and produce the required assessments under Section 423 of the California Revenue & Taxation Code.
- B. County desires to contract for the services of a certified Appraiser for Property Tax Purposes, with experience in the CLCA valuation program. In this endeavor, County desires Consultant to review and process for the Modoc County 2020-2021 Assessment Roll and the CLCA contract properties previously recorded in December of 2002, December of 2003, December of 2004, December of 2005, December of 2006, December of 2007 and December of 2008.
- C. Consultant is a certified Advanced Appraiser for Property Tax Purposes with extensive experience in the valuation of CLCA contracted lands. Consultant also has experience in setting up an Assessor's CLCA valuation program.
- D. County, on January 28, 2020, received approval from the Modoc County Board of Supervisors to contract with Consultant to provide the following:
  1. Review and process 2020-21 production and questionnaire statements,
    - a. Assign class codes and valuation criteria for each assessor parcel within the 2020-21 assessment roll under CLCA contract;
    - b. Develop explanation sheets for County to utilize when explaining benefits of CLCA to public in the future;
    - d. Assistance, if requested, in the review of Modoc County CLCA program.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Consultant agrees to provide his services and expertise to County as outlined above. Both parties expect that there may be issues in the CLCA assessment program in Modoc County that have not been considered and listed above. In such situations, Consultant and County will discuss these issues and in those cases that County wishes the Consultant to work on (and the Consultant agrees), the Consultant will proceed to satisfy the County's request at the rate set in this agreement.

2. Consultant shall determine his own days and hours of work, and at his expense, provide any equipment, supplies, and facilities required to provide the services set forth herein.
3. County shall compensate Consultant at the rate of \$ 50.00 per hour; \$140.00 per diem for overnight motel stay; \$46.00 per diem for non-overnight motel stay; and 0.575 cents per mile. Consultant shall bill County monthly for per diem, mileage, and hours worked under this contract up to \$3,000, and provide County a detailed description of the time and charges claimed. The remaining compensation due Consultant under this contract shall be paid upon completion.

The total compensation for this contract shall not exceed \$3,000. Compensation to Consultant will be classified as income and a Form 1099-MISC will be provided by the County of Modoc to Consultant for calendar year 2020.

4. As the Consultant is an independent contractor and not the employee of County, it is understood by Consultant that he is not eligible to participate in county health and dental insurance, vacation, holiday, retirement or other county employee benefit programs that are available to county employees. As a result of compensation paid under this contract, it is further understood that Consultant is responsible for paying all required state and federal taxes, including but not limited to worker's compensation contributions, state disability insurance, unemployment insurance, and social security benefits as may be required by law, and County is not responsible for any payments thereon.
5. This agreement is effective January 28, 2020 and the services to be provided to County from Consultant under this contract shall be provided by no later than August 1, 2020.
6. Consultant agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.
7. Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

#### Minimum Scope and Limit of Insurance

A. The Consultant shall maintain a commercial general liability (CGL) insurance policy CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or

operations. Additional insured should read as follows:

**[insert]**

B. Consultant shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

**[insert]**

C. Consultant shall be required to carry professional/ malpractice/ errors & omissions coverage in the amount of \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant'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. Each insurance policy required above shall provide the coverage specified and shall not be canceled, except with notice to the County. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Elizabeth Cavasso, Chair  
Modoc County Board of Supervisors

\_\_\_\_\_  
Vince T. Minto, Consultant

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Kristen D. DePaul  
Modoc County Assessor

APPROVED AS TO FORM

ATTEST

\_\_\_\_\_  
Margaret Long  
Modoc County Counsel

\_\_\_\_\_  
Clerk of the Board of Supervisors