

## **CITY OF REDLANDS**

### **AGREEMENT FOR PROPERTY TAX ASSESSMENT PREPARATION SERVICES**

This agreement for property tax assessment preparation services ("Agreement") is made and entered into as of the 3rd day of June, 2014 ("Effective Date"), by and between the CITY OF REDLANDS, a municipal corporation ("CITY"), and HdL Coren & Cone, a California corporation ("CONTRACTOR"). CITY and CONTRACTOR are sometimes individually referred to herein as a "Party" and, together, as the "Parties".

### **RECITALS**

**WHEREAS**, CITY is responsible to assess parcels annually within its borders and to transmit such assessments to the San Bernardino County Auditor; and

**WHEREAS**, CITY seeks assistance with the timely calculation of its assessments and transmission to the County; and

**WHEREAS**, CITY desires the property tax data which will assist in monitoring and managing the assessment and collection of the Special Tax for Emergency Paramedic Service; and

**WHEREAS**, CONTRACTOR has the programs, equipment, data and personnel required to deliver the special property tax services referenced herein;

**NOW, THEREFORE**, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

#### **1.0 DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings stated below:

**County:** "County" shall mean the County of San Bernardino.

**Database:** "Database" shall mean a computerized listing of property tax parcels and information compiled for CITY from information provided by the County.

**Days:** "Days" shall mean CITY business days.

**Property Tax Roll:** "Property Tax Roll" shall mean the assessed values of parcels on the secured and unsecured lien date rolls as reported by the County.

**Proprietary Information:** "Proprietary Information" shall be the reports, technical information, compilations of data, methodologies, formula, software, programs, technologies and other processes previously designed and developed by CONTRACTOR and used in the performance of the services hereunder.

**Scope of Services:** "Scope of Services" shall mean all of the Base Services specified in Section 2.0, or any other services rendered hereunder.

**TRA:** "Tax Rate Area" shall mean the area subject to the tax rate.

## **2.0 BASE SERVICES**

CONTRACTOR shall perform all of the following duties as part of the Base Services provided hereunder, unless otherwise specified in writing by the Contract Officer:

### **2.1 Database Preparation and Levy Calculation**

- a) CONTRACTOR shall establish a database of secured parcels for CITY and make the data available to CITY via the HdLCC Web Property Tax Software. The database shall include the secured parcels for each fiscal year.
- b) Utilizing the database, CONTRACTOR will provide a calculation of the parcel assessment for each parcel in CITY'S assessment area. The annual parcel tax assessment calculations are to be utilized to levy the annual Special Tax for Emergency Paramedic Service.
- c) CONTRACTOR will calculate an estimate of the Special Tax for Emergency Paramedic Service revenue anticipated to be received for the fiscal year by CITY. The estimate shall not be used to secure the indebtedness of CITY.

## **3.0 DELIVERY**

CONTRACTOR shall deliver to CITY prior to August 7<sup>th</sup> annually the Special Tax for Emergency Paramedic Service submittal in a format acceptable to the County Auditor for the tax year for which the levy applies.

### **3.1 Qualifications**

- a) CONTRACTOR'S ability to perform the above described scope of services will depend on its timely receipt of the Assessor's lien date tax rolls in an electronic format from the County.
- b) CONTRACTOR'S calculation of the assessments will be dependent upon the Assessor's tax rolls as supplemented by information from real estate data services or such other database as CONTRACTOR may deem useful. CONTRACTOR is not responsible for erroneous data from these sources.

#### **4.0 COMPLIANCE WITH LAW**

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of CITY and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

#### **5.0 OBLIGATIONS OF THE PARTIES WITH RESPECT TO SERVICES**

##### **5.1 City Materials and Support**

CITY agrees to provide the following information:

1. 2013/14 parcels included in the assessment along with fees charged for each parcel.
2. All enabling ordinances and resolutions related to the levy.
3. City will research current County building square footage using a list supplied by CONTRACTOR to make any necessary corrections or correct omissions. Corrections and omissions must be received by CONTRACTOR by July 15 of the year the assessment will be levied to ensure inclusion in the levy. Parcels with missing square footage amounts will be levied at the minimum charge for that use category. Parcels that are not verified improved will not be taxed.

#### **6.0 LICENSE, PERMITS, FEES AND ASSESSMENTS**

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. CITY shall assist CONTRACTOR in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

#### **7.0 FURTHER RESPONSIBILITIES OF PARTIES**

The Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. The Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible for the service of the other.

#### **8.0 CONSIDERATION**

##### **8.1 Base Fixed Fee Services**

CONTRACTOR shall provide the Base Services described in Section 2.0 above, for a fixed annual fee of \$0.25 per levied parcel (invoiced in November).

## **8.2 Optional Services**

Fees for Optional Services shall be billed at the following hourly rates:

Partner	\$225 per hour
Principal	\$195 per hour
Programmer	\$150 per hour
Associate	\$150 per hour
Senior Analyst	\$100 per hour
Analyst	\$ 65 per hour
Administrative	\$ 45 per hour

Hourly rates are exclusive of expenses and are subject to adjustment by CONTRACTOR annually. On July 1st of each year CONTRACTOR shall provide CITY with an updated schedule of hourly rates. The rates will not be increased by more than five percent (5%) per year. In addition, expenses for Optional Services shall be billed at 1.15 times actual incurred costs.

## **8.3 Indirect Expenses**

Except as specified above, no other charges shall be made for direct or indirect expenses incurred by CONTRACTOR in performing the services in the Scope of Services including for administrative overhead, salaries of CONTRACTOR'S employees, travel expenses or similar matters.

## **8.4 Due Date**

All fees are due 30 days immediately following billing. All amounts that are not paid when due shall accrue interest from the due date at the rate of one percent per month (12% per annum).

## **9.0 TERM PERFORMANCE SCHEDULE**

### **9.1 Time of Essence**

Time is of the essence in the performance of this Agreement.

### **9.2 Schedule of Performance**

CONTRACTOR shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "A," and incorporated herein by this reference. When requested by CONTRACTOR, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

### **9.3 Force Majeure**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR,

including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including CITY, if CONTRACTOR shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified.

#### **9.4 Term**

Unless earlier terminated in accordance with Section 13.6 of this Agreement, this Agreement shall continue in full force and effect for five (5) years.

### **10.0 COORDINATION OF WORK**

#### **10.1 Representative of Contractor**

The following principals of CONTRACTOR are hereby designated as being the principals and representatives of CONTRACTOR authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Nichole Cone  
HdL COREN & CONE  
1340 Valley Vista Drive, Suite 200  
Diamond Bar, CA 91765

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for CITY to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of CONTRACTOR and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by CONTRACTOR without the express written approval of CITY.

#### **10.2 Contract Officer**

The Contract Officer shall be such person as may be designated by the City Manager of CITY. It shall be CONTRACTOR'S responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and CONTRACTOR shall refer any decisions which must be made by CITY to the Contract Officer. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of CITY required hereunder to carry out the terms of this Agreement.

#### **10.3 Prohibition Against Subcontracting or Assignment**

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. Therefore,

CONTRACTOR shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of CITY. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than fifty percent (50%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of CITY.

#### **10.4 Independent Contractor**

Neither CITY nor any of its employees shall have any control over the manner, mode or means by which CONTRACTOR, its agents or employees, perform the services required herein, except as otherwise set forth herein. CITY shall have no voice in the selection, discharge, supervision or control of CONTRACTOR'S employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. CONTRACTOR shall perform all services required herein as an independent CONTRACTOR of CITY and shall remain at all times as to CITY a wholly independent CONTRACTOR with only such obligations as are consistent with that role. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of CITY. CITY shall not in any way or for any purpose become or be deemed to be a partner of CONTRACTOR in its business or otherwise or a joint venturer or a member of any joint enterprise with CONTRACTOR.

#### **11.0 INSURANCE AND INDEMNIFICATION**

##### **11.1 Insurance**

The CONTRACTOR shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to CITY, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. The policy of insurance shall be in an amount not less than either (i) a combined single limit of \$1,000,000 for bodily injury, death and property damage or (ii) bodily injury limits of \$500,000 per person, \$1,000,000 per occurrence and \$1,000,000 products and completed operations and property damage limits of \$500,000 per occurrence and \$500,000 in the aggregate.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury

liability limits of \$250,000 per person and \$500,000 per occurrence and property damage liability limits of \$100,000 per occurrence and \$250,000 in the aggregate or (ii) combined single limit liability of \$500,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Errors and Omissions (Professional Liability). A policy of professional liability issuance written on a claims made basis in an amount not less than One Million Dollars (\$1,000,000).

### **11.2 General Requirements**

All of the above policies of insurance shall be primary insurance and non-contributing to any insurance or self-insurance maintained by City, and shall name CITY, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against CITY, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to CITY. In the event any of said policies of insurance are cancelled, CONTRACTOR shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 9.0 to the Contract Officer. No work or services under this Agreement shall commence until CONTRACTOR has provided CITY with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by CITY.

### **11.3 Indemnification**

CONTRACTOR agrees to defend and indemnify CITY, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of CONTRACTOR, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of CONTRACTOR hereunder, or arising from CONTRACTOR'S negligent performance of, or failure to perform, any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of CITY, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of CITY, its officers, agents or employees, who are directly responsible to the CITY.

### **11.4 Sufficiency of Insurer or Surety**

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of CITY due to unique circumstances. In the event the Risk Manager of CITY ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, CONTRACTOR agrees that the minimum limits of the insurance

policies and the performance bond required by this Section 11.0 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the CONTRACTOR shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within ten (10) days of receipt of notice from the Risk Manager.

## **12.0 RECORDS AND REPORTS**

### **12.1 Reports**

CONTRACTOR shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

### **12.2 Records**

CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and CITY shall have access to such records in the event any audit is required.

### **12.3 Non-Disclosure of Proprietary Information**

In performing its duties under this Agreement, CONTRACTOR will produce reports, technical information and other compilations of data to CITY. These reports, technical information and compilations of data are derived by CONTRACTOR using methodologies, formulae, programs, techniques and other processes designed and developed by CONTRACTOR at a substantial expense. CONTRACTOR'S reports, technical information, compilations of data, methodologies, formulae, software, programs, techniques and other processes designed and developed by CONTRACTOR shall be referred to as Proprietary Information. CONTRACTOR'S Proprietary Information is not generally known by the entities with which CONTRACTOR competes.

CONTRACTOR desires to protect its Proprietary Information. Accordingly, CITY agrees that neither it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will at any time during or after the term of this Agreement, directly or indirectly use any of CONTRACTOR'S Proprietary Information for any purpose not associated with CONTRACTOR'S activities. Further, CITY agrees that it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will disseminate or disclose any of CONTRACTOR'S Proprietary Information to any person or organization not connected with CONTRACTOR, without the express written consent of CONTRACTOR. CITY also agrees that consistent with its obligations under the California Public Records Act and related disclosure laws, it will undertake all necessary and appropriate steps to maintain the proprietary nature of CONTRACTOR'S Proprietary Information.



Any use of the Proprietary Information or any other reports, records, documents or other materials prepared by CONTRACTOR hereunder for other projects and/or use of uncompleted documents without specific written authorization by CONTRACTOR will be at CITY's sole risk and without liability to CONTRACTOR, and CITY shall indemnify CONTRACTOR for all damages resulting therefrom.

#### **12.4 Release of Documents Pursuant to Public Records Act**

Notwithstanding any other provision in this Agreement, all obligations relating to disclosure of Proprietary Information remain subject to the Freedom of Information Act or California Public Records Act, California Government Code Section 6250 et seq. (collectively, the "PRA"). The Parties intend that if CITY is served with a request for disclosure under the PRA, or any similar statute, the CITY in good faith will make the determination as to whether the material is discloseable or exempt under the statute, and shall resist the disclosure of Proprietary Information which is exempt from disclosure to the extent allowable under the law. CITY shall advise CONTRACTOR in writing five (5) days prior to the intended disclosure of any decision to disclose Proprietary Information, and the reasons therefore, and if CONTRACTOR then timely advises CITY in writing that it objects to the disclosure, CITY shall not disclose the information. In such case, CONTRACTOR shall then be solely liable for defending the non-disclosure and shall indemnify and hold CITY harmless for such nondisclosure.

### **13.0 ENFORCEMENT OF AGREEMENT**

#### **13.1 California Law**

This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

#### **13.2 Disputes**

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring Party in writing of its contentions by submitting a claim therefor. The injured Party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured Party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit CITY's or CONTRACTOR'S right to terminate this Agreement without cause pursuant to Section 13.6.

### **13.3 Waiver**

No delay or omission in the exercise of any right or remedy by a nondefaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### **13.4 Rights and Remedies are Cumulative**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

### **13.5 Legal Action**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

### **13.6 Termination Prior to Expiration of Term**

This Section shall govern any termination of this Agreement. The Parties reserve the right to terminate this Agreement at any time, with or without cause, upon forty-five (45) days' written notice to the non-terminating Party, except that where termination is for cause, the Parties will comply with the dispute resolution process in Section 13.2. Upon issuance of any notice of termination, CONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The CONTRACTOR shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 13.2.

### **13.7 Attorneys' Fees**

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees, including fees for a Party's use of in-house counsel. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

#### **14.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

##### **14.1 Non-liability of CITY Officers and Employees**

No officer or employee of CITY shall be personally liable to CONTRACTOR, or any successor in interest, in the event of any default or breach by CITY or for any amount which may become due to CONTRACTOR or to its successor, or for breach of any obligation of the terms of this Agreement.

##### **14.2 Conflict of Interest**

No officer or employee of CITY shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

##### **14.3 Covenant Against Discrimination**

CONTRACTOR covenants that, by and for itself, its assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

#### **15.0 MISCELLANEOUS PROVISIONS**

##### **15.1 Notice**

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

CITY:	CITY OF REDLANDS 35 Cajon Street Redlands, California 92373
CONTRACTOR:	HdL COREN & CONE 1340 Valley Vista Drive, Suite 200 Diamond Bar, California 91765

Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

## **15.2 Interpretation**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

## **15.3 Integration; Amendment**

It is understood that there are no oral agreements between the Parties affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties relating to the subject matter of this Agreement, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

## **15.4 Severability**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of its bargain, or renders this Agreement meaningless.

## **15.5 Corporate Authority**


The persons executing this Agreement on behalf of the Parties warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

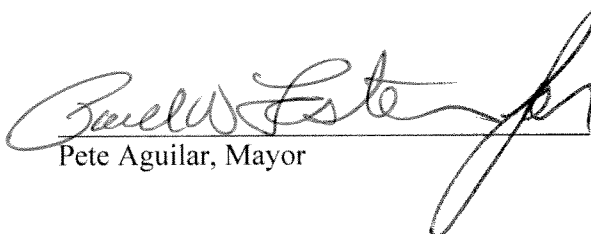
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of its Effective Date.

CONTRACTOR:

CITY OF REDLANDS

HdL COREN & CONE  
A California corporation

  
Nichole E. Cone

  
Pete Aguilar, Mayor

ATTEST



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Sam Irwin, City Clerk



EXHIBIT A

SCHEDULE OF PERFORMANCE

June 15<sup>th</sup> (1<sup>st</sup> year only) CONTRACTOR shall furnish a two lists to CITY where information is needed from CITY for CONTRACTOR to accurately perform the assessment.

July 22<sup>nd</sup> (1<sup>st</sup> year only) CITY shall return lists received from CONTRACTOR with as much missing information supplied as possible.

July 10<sup>th</sup> -20<sup>th</sup> Estimated dates CONTRACTOR expects to receive the secured assessment roll from San Bernardino County

July 20<sup>th</sup> CONTRACTOR shall furnish CITY with lists of parcels missing information from the recently released secured assessment roll.

August 1<sup>st</sup> CITY shall return the lists received for the current assessment roll with as much information supplied as possible.

August 10<sup>th</sup> CONTRACTOR will submit Special Tax for Emergency Paramedic Service to Auditor/Controller on or before this date.