

AGREEMENT FOR PROPERTY TAX ASSESSMENT PREPARATION SERVICES

This agreement for property tax assessment preparation services ("Agreement") is made and entered into this 16th day of June, 2020 ("Effective Date"), by and between the City of Redlands ("City"), a California general law city and municipal corporation, and HdL Coren & Cone, a corporation authorized to do business in California ("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 ("County"); 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, in consideration of the mutual promises contained herein, agree as follows:

AGREEMENT

Section 1. Project Coordination.

A. City's Project Manager. City's Assistant Finance Director, Farrah Jenner, is hereby designated the Project Manager for City, and said Project Manager shall supervise all aspects of this Agreement.

B. Contractor's Project Director. Principal/Programmer Joel Hermann is hereby designated as the Project Director for Contractor. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Project Director, for any reason, Contractor shall notify City within ten (10) business days prior to the substitution.

Section 2. Duties of Contractor. Contractor shall annually provide services as follows:

A. Database Preparation and Levy Calculation: Contractor shall establish a database of secured parcels for City and make the data available to City via Contractor's Web-Based Property Tax Software for the term of this Agreement. The database shall include the secured parcels for each fiscal year for which Contractor has assisted City with preparation and submittal of the Special Tax for Emergency Paramedic Service.

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.

D. Contractor shall deliver to City prior to August 10, annually, the Special Tax for Emergency Paramedic Service submittal in a format acceptable to the County for the tax year for which the levy applies. Qualifications:

- (i) 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.
- (ii) 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.

Section 3. Duties of City. City agrees to annually provide the following information:

A. All enabling ordinances and resolutions related to the levy.

B. City will research the County's current 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.

Section 4. Compensation. Total compensation for Contractor's performance of the Services shall not exceed the amount of seven thousand dollars (\$7,000) annually. For the performance of the services described herein by Contractor, City shall pay Contractor, an annual fixed fee of twenty seven cents (\$0.27) per levied parcel, invoiced in November of the year of the submittal. Additional services related to the Special Tax for Emergency Paramedic Service assessment, and mutually agreed upon by City and Contractor, but not listed in the Duties of Contractor section shall be billed at the following hourly rates:

Partner	\$225 per hour
Principal	\$195 per hour
Programmer	\$175 per hour
Associate	\$150 per hour
Senior Analyst	\$100 per hour
Analyst	\$ 65 per hour
Administrative	\$ 45 per hour

In addition, expenses for services (e.g. travel) shall be billed at 1.15 times actual incurred costs.

Section 5. Term of Agreement. Unless earlier terminated in accordance with Section 6, this Agreement shall commence on its Effective Date and shall continue in full force and effect until June 15, 2023.

Section 6. Termination.

A. Discretionary. Either Party may terminate this Agreement, without cause, upon forty-five (45) days prior written notice mailed or personally delivered to the other Party.

B. Cause. Either Party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other Party, and the notified Party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the Party giving such notice, within such fifteen (15) day time period.

C. Effect of Termination. Upon receipt of notice of termination, neither Party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other. City will receive a final invoice for the portion of the work completed through the notice of termination.

D. Return of Documents. Upon termination, any and all City documents or materials provided to Contractor and any and all of Contractor's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to City as soon as possible, but not later than thirty (30) days after termination.

Section 7. Ownership of Documents. The written documents and materials prepared by Contractor in connection with the performance of its duties under this Agreement shall be the sole property of City. City may use said property for any purpose, including projects not contemplated by this Agreement.

Section 8. Inspection and Audit. Upon reasonable notice, Contractor shall make available to City, or its agent, for inspection and audit, all documents and materials maintained by Contractor in connection with its performance of its duties under this Agreement. Contractor shall fully cooperate with City or its agent in any such audit or inspection.

Section 9. Assignability. The Parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other Party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 10. Insurance.

A. Scope of Coverage. During the term of this Agreement, Contractor shall maintain, at no expense to City, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.
2. An automobile liability (non-owned and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.
3. If it employs any person, Contractor shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. Contractor's worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against City.
4. 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) per occurrence.

B. Other Insurance Requirements. The insurance coverage required of Contractor in subparagraph A of this section, shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include City, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.
2. The additional insured coverage under Contractor's insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by City and shall not call upon City's insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in Contractor's policies shall be at least as broad as ISO form CG20 01 04 13.
3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.
4. By execution of this Agreement, Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.
5. If the insurance is written on a "claims made" form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.
6. The insurance policies shall provide for a retroactive date of placement coinciding with

the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own insurance or self-insurance shall be called upon to protect it as a named insured.
8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to City or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in Contractor's insurance policies must be declared to and approved by the Project Manager, and shall not reduce the limits of liability. Policies containing any self-insured retention ("SIR") provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City or other additional insured party. At City's option, the deductibles or self-insured retentions with respect to City shall be reduced or eliminated to City's satisfaction, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorneys' fees and defense expenses.

D. Proof of Insurance. Contractor shall provide to City's Project Manager all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. City reserves the right to obtain a full certified copy of any insurance policy and endorsements from Contractor. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by Project Manager.

Section 11. Indemnification.

A. Except as otherwise provided in Paragraph B below, Contractor shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by City, and hold harmless City, its officers, agents, employees and volunteers (collectively, the "City Indemnitees"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and expenses of litigation, (collectively "Claims"), arising out of Contractor's performance of its obligations or conduct of its operations under this Agreement. Contractor's obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of City Indemnitees. However, to the extent that liability is caused by the active negligence or willful misconduct of City Indemnitees, Contractor's indemnification obligation shall be reduced in

proportion to City Indemnitees' share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of Contractor's work or work product by City or any of its directors, officers or employees shall not relieve or reduce Contractor's indemnification obligations. In the event City Indemnitees are made a Party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of or operations under this Agreement, Contractor shall provide a defense to City Indemnitees or at City's option reimburse City Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by Contractor under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, Contractor shall indemnify and hold harmless City and its officers, elected and appointed officials, and employees (collectively, "City Indemnitees") from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of Contractor, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

Section 12. Nondiscrimination. Contractor shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

Section 13. Compliance with All Laws. Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. Contractor shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. Contractor shall release, defend, indemnify and hold harmless City, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

Section 14. No Third Party Beneficiaries. City and Contractor do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one Party, under the terms and conditions of this Agreement, to the other Party.

Section 15. Notices. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the

date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

To City: City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

To Contractor: HdL Coren & Cone
120 S State College Blvd, Ste 200
Brea, CA 92821
ncore@hdlccpropertytax.com
(714) 879-5000

Section 16. Independent Contractor. For the purposes, and for the term, of this Agreement, Contractor, its officers, agents and employees shall act in the capacity of an independent contractor, and not as employees of City. Contractor and City expressly intend and agree that the status of Contractor, its officers, agents and employees be that of an independent contractor and not that of an employee of City.

Section 17. Entire Agreement -- Amendments.

A. The terms and conditions of this Agreement, all exhibits attached hereto, and all documents expressly incorporated herein by reference, represent the entire Agreement of the Parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between Contractor and City.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by Contractor and City.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

Section 18. Set-Off Against Debts. Contractor agrees that City may deduct from any payment due to Contractor under this Agreement, any monies which Contractor owes City under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

Section 19. Waivers. The waiver by either Party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either Party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

Section 20. Costs and Attorney's Fees. The prevailing Party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorneys' fees expended in connection with such action.

Section 21. City Business License / Other Taxes. Contractor shall obtain and maintain during the duration of this Agreement, a City business license as required by the Redlands Municipal Code Contractor shall pay any and all state and federal taxes and any other applicable taxes. City shall not be required to pay for any work performed under this Agreement, until Contractor has provided City with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

Section 22. Survival of Terms. Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

Section 23. Applicable Law. The laws of the State of California shall govern this Agreement.

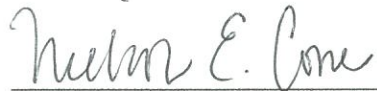
Section 24. Counterparts and Electronic Signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by tele-copier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day, month and year first above written.

CITY OF REDLANDS

CONTRACTOR


Charles M. Duggan, Jr., City Manager


Nichole Cone, Secretary

ATTEST:


Jeanne Donaldson, City Clerk