

AMENDMENT NO. 1 TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT

This Amendment ("Amendment No. 1") is hereby entered into effective February 23, 2022 by and between the City of Lancaster, a Municipal Corporation, in the State of California, and HARRIS & ASSOCIATES, INC. (CONSULTANT) with respect to Exhibit "B" of the Agreement for Services between the parties dated February 5, 2019 ("Agreement").

The Parties agree as follows:

1. The term of the Agreement is extended to and including February 22, 2024.
2. Exhibit B to the Agreement is hereby deleted in its entirety and replaced with "Term, Payment and Time for Commencement and Completion Clause Update," attached hereto as Exhibit "A".
3. All other terms and provisions of the Agreement and subsequent amendments are hereby reaffirmed.

CITY OF LANCASTER

DocuSigned by:



Jason Caddle, City Manager

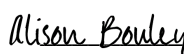
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CONSULTANT

HARRIS & ASSOCIATES, INC.

DocuSigned by:



Alison Bouley, P.E.

Vice President, Municipal Funding and
Special District Finance

ATTEST:

DocuSigned by:



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City Clerk

Risk Management Approval

APPROVED AS TO FORM:

DocuSigned by:

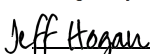


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City Attorney

CONTRACT SUBMISSION APPROVAL:

DocuSigned by:



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Department Head

DS

JW

EXHIBIT “A”**EXHIBIT B - TERM, PAYMENT AND TIME FOR COMMENCEMENT
AND COMPLETION CLAUSE UPDATE****Term**

This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONSULTANT. This Amendment shall continue in full force and effect for a period of two (2) additional years from the effective date of the Agreement (the “Term”), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Original Agreement dated February 5, 2019; provided, however, that the City and the CONSULTANT may mutually agree in writing to extend the Term of this Agreement for one (1) additional two-year period.

Payment

The City of Lancaster shall reimburse the CONSULTANT for the performance of the work, in an amount not to exceed \$122,012.08 for the first year of services as shown below. The fee for Annual District Administration Services shall be adjusted in second year of this Amendment by the same annual change in CPI approved by the City Council to apply to the Assessment fees, not to exceed five percent (5%). The second year of this Amendment shall be an amount not to exceed \$124,670.18

Annual District Administration Services - 2022

DISTRICT	ANNUAL LUMP SUM FEE
LANDSCAPE MAINTENANCE DISTRICT NO. 1 AND FOX FIELD INDUSTRIAL CORRIDOR LANDSCAPE MAINTENANCE DISTRICT	\$ 21,527.28
LANCASTER LIGHTING MAINTENANCE DISTRICT	\$ 10,980.59
DRAINAGE BENEFIT ASSESSMENT DISTRICT	\$ 10,930.52
LANCASTER SANITARY SEWER COLLECTION SYSTEMS	\$ 9,723.69
TOTAL ANNUAL NOT TO EXCEED FEE	\$ 53,162.08

Annual District Administration Services - 2023

DISTRICT	ANNUAL LUMP SUM FEE
LANDSCAPE MAINTENANCE DISTRICT NO. 1 AND FOX FIELD INDUSTRIAL CORRIDOR LANDSCAPE MAINTENANCE DISTRICT	\$ 22,603.64

LANCASTER LIGHTING MAINTENANCE DISTRICT	\$ 11,529.62
DRAINAGE BENEFIT ASSESSMENT DISTRICT	\$ 11,477.05
LANCASTER SANITARY SEWER COLLECTION SYSTEMS	\$ 10,209.87
TOTAL ANNUAL NOT TO EXCEED FEE	\$ 55,820.18

The City shall be invoiced quarterly in March, June, September and December.

Annexation Services

ANNEXATION FEE SCHEDULE	UNIT COST	EST.ANNUAL FEE (100 ANNEXATIONS PER YEAR)
45% of City's Annexation Fee (Lump Sum per annexation)		
(45% x \$1,530 per annexation)	\$688.50	\$ 68,850.00
Calculation and Collection of Assessment Fee w/o annexation	\$150	N/A

Fifty percent (50%) of the CONSULTANT'S annexation fee shall be invoiced following entry in the City's Annexation Log databases, and the remainder shall be invoiced upon payment of the fees by the property owner. The fee shall be adjusted in succeeding years based upon changes to the Citywide Fee Schedule. Fee for the calculation and collection of assessments w/o annexation will be invoiced upon payment of assessment(s).

Any additional work will require a separate Authorization for Consultant Services signed by both parties. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the City of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due City. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work.

Consultant shall not be reimbursed for actual travel expenses incurred in the performance of the work.

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than three (3) calendar days following issuance of Notice to Proceed.

EXHIBIT "B"

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "AGREEMENT") is made and entered into this 5th day of February, 2019, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and HARRIS & ASSOCIATES, INC., (the "CONSULTANT").

RECITALS

WHEREAS, OWNER desires to engage CONSULTANT to perform certain technical and professional services, as provided herein, identified as:

ASSESSMENT DISTRICT ADMINISTRATION & SUPPORT SERVICES RFQ #699-18 ASSESSMENT DISTRICT ADMINISTRATION AND ANNEXATION SERVICES

WHEREAS, the principal members of CONSULTANT are qualified and duly registered/licensed under the laws of the State of California, and CONSULTANT desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

1. Parties to the AGREEMENT.

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster
- B. CONSULTANT: Harris & Associates, Inc.

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNER Development Services Director
 City of Lancaster
 44933 North Fem Avenue
 Lancaster, California 93534

CONSULTANT Harris & Associates, Inc.
 K. Dennis Klingelhofer, PE, Vice President
 1401 Willow Pass Road, Suite 500
 Concord, CA 94520

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party

hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The CONSULTANT'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONSULTANT agrees to comply with all of the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

- First: This AGREEMENT consisting of 16 pages
- Second: Request for Proposal – RFQ# 699-18 Assessment District Administration & Support Services
- Third: The CONSULTANT'S Proposal

6. **Description of Work.** OWNER hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONSULTANT shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in Exhibit "A". The Development Services Director or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Development Services Director or his designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in Exhibit "A" is not to exceed \$116,975.00. CONSULTANT'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

B. No payment made hereunder by OWNER to CONSULTANT, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this AGREEMENT.

8. **Obligations of the CONSULTANT.**

A. CONSULTANT shall perform professional services consistent with the degree of care and skill ordinarily exercised by members of CONSULTANT's professional currently practicing under similar circumstances and in the same locality as required by this AGREEMENT. CONSULTANT also warrants to perform based on this standard of care on behalf of itself and all subcontractors engaged for the performance of this AGREEMENT.

B. CONSULTANT shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to OWNER as a condition precedent to any payment to CONSULTANT.

10. **Hold Harmless and Indemnification.** CONSULTANT agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner to the extent arising out of or related to CONSULTANT'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONSULTANT agrees to defend OWNER, its officers and employees, from and against any and all claims to the extent arising from any alleged negligent or willful wrongful acts, errors or omissions on the part of CONSULTANT or on the part of its employees.

11. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Development Services Director and CONSULTANT.

12. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this AGREEMENT, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the equal employment opportunity and non- discrimination provisions of this Section.

13. **Termination for Convenience.** The governing board of the OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONSULTANT of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of OWNER, become the OWNER's property. If this AGREEMENT is terminated by OWNER as provided herein, CONSULTANT will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

14. **Termination for Cause.**

A. The governing board of the OWNER may, by written notice to CONSULTANT, terminate the whole or any part of this AGREEMENT in any of the following circumstances:

(1) If CONSULTANT fails to perform the services required by this AGREEMENT within the time specified herein or any authorized extension thereof; or

(2) If CONSULTANT fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that OWNER may authorize in writing) after receipt of notice from OWNER specifying such failure.

B. In the event OWNER terminates this AGREEMENT in whole or in part as provided above in paragraph A of this Section, OWNER may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this AGREEMENT is terminated as provided above in paragraph A, OWNER may require CONSULTANT to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by CONSULTANT. Upon such termination, CONSULTANT shall be paid an amount equal to the contract amount, less the cost of hiring another CONSULTANT to complete CONSULTANT's services. In the event no new CONSULTANT is employed, CONSULTANT shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to completed work and work in progress, complete and incomplete drawings, and other documents whether delivered to OWNER or in possession of CONSULTANT, and authorized reimbursement expenses.

D. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONSULTANT was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 13.

15. **Independent Contractor.** CONSULTANT is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONSULTANT is an independent contractor.

16. **Insurance.**

A. The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

Commercial General Liability

Each Occurrence	\$1,000,00
Per Project General Aggregate	\$2,000,00
Including Products/Completed Operations; Contractual Liability/Independent Contractors;	
Property Damage	
<i>(Coverage shall be at least as broad as ISO form CG2010 11185 or CG2010 07104 and CG2037 07104 combined, or an equivalent providing ongoing and completed operations)</i>	

- (2) List in the "Descriptions of Operations/Locations/Vehicles" section:
- (3) RFQ #699-18 ASSESSMENT DISTRICT ADMINISTRATION & SUPPORT SERVICES
The City of Lancaster, its elected officials, officers, employees, and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."
- (4) List in the "Certificate Holder" section:

The City of Lancaster
44933 Fem Avenue
Lancaster, California 93534

G. Consultant shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the Consultant.

17. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONSULTANT shall commence when the OWNER, acting by and through its Development Services Director or his designee, has issued the Notice to Proceed.

CONSULTANT shall have no claim for compensation for any services or work which has not been authorized by the OWNER's Notice to Proceed.

18. **Extension of Time for Completion of Work.**

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONSULTANT, then CONSULTANT shall be entitled to an extension of time equal to said delay, subject to the OWNER's right to terminate this AGREEMENT pursuant to Section 13.

B. CONSULTANT shall submit to OWNER a written request for an extension of time within ten (10) days after commencement of such delay, and failure to do so shall constitute a waiver thereof. OWNER shall, in its sole discretion, determine whether and to what extent any extensions of time shall be permitted.

C. No extension of time requested or granted hereunder shall entitle CONSULTANT to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, OWNER shall in good faith consider any request for additional compensation submitted by CONSULTANT.

19. **Ownership of Documents.** All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by CONSULTANT in the course of performing the work required by this AGREEMENT shall be the property of the OWNER. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this AGREEMENT shall, upon request, be made available to OWNER without restriction or limitation on their use. In the event OWNER modified any document and subsequently relies on such modification, without CONSULTANT's prior written consent, OWNER shall be responsible for any

liability incurred as a result of the reliance on the unapproved modification.

20. **Data Provided to CONSULTANT.** OWNER shall provide to CONSULTANT, without charge, all data, including reports, records, maps and other information, now in the OWNER's possession which may facilitate the timely performance of the work described in Exhibit "A". CONSULTANT shall be entitled to rely on the accuracy and completeness of services and information furnished by OWNER.

21. **CONSULTANT's Warranties and Representations.**

CONSULTANT warrants and represents to OWNER as follows:

A. CONSULTANT has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONSULTANT, to solicit or obtain this AGREEMENT.

B. CONSULTANT has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. CONSULTANT has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONSULTANT, and that if any such interest comes to the knowledge of CONSULTANT at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONSULTANT has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

22. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration following the Arbitration Rules for Construction of the AAA.

23. **Exhibits.**

The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services

Exhibit "B" Term, Payment and Time for Commencement and Completion Clause

24. **Governing Law.**

This AGREEMENT shall be governed by the laws of the State of California.

25. **Effective Date.**


This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONSULTANT, executes said AGREEMENT.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed and attested by their respective officers thereunto duly authorized.

"OWNER"
CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

By: 
Jeff Hogan, Development Services Director

Dated: 11/30/19

Ty

By: 
Jason Caudle, City Manager

Dated: 2/5/19

"CONSULTANT"
Harris & Associates, Inc.

By: 
K. Dennis Klingelhofer, PE, Vice President

Dated: 1/25/2019

ATTEST:


Britt Avrit, MMC
City Clerk

APPROVED AS TO FORM:



Allison E. Burns, Esq.
Ass City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

The Consultant shall maintain separate costs for each project and shall identify the costs specific to each project.

The work to be performed under this contract shall include:

SEE ATTACHED

EXHIBIT A – SCOPE OF SERVICES FOR ASSESSMENT DISTRICT ADMINISTRATION AND ANNEXATION SERVICES

Task 1 – Preparation of Annual Assessment Rolls and Sanitary Sewer Charges for Collection on the Los Angeles County Property Tax Roll.

The following generally describes the services to be provided by the CONSULTANT for the annual administration of the City's Landscape Maintenance Districts, Lighting Maintenance District, Drainage Benefit Assessment District and Sanitary Sewer Fees:

1. Provide consulting, coordination and documentation necessary to communicate the purpose and legal application of the DISTRICTS to all staff, council and property owners.
2. Act as the lead and coordinate with the various City and County departments/divisions to ensure full completion of the levy of assessments.
3. Coordinate with City's Finance Director to obtain budget information for each fiscal year. to be included in the Engineer's reports/staff reports for each District
4. Preparation of Annual reports for each fiscal year. The annual assessment reports are scheduled for City Council approvals during the 2nd meeting in May and 1st meeting in June. Obtain CPI increase information from US Labor Department which shall be applied to all applicable districts.
5. Provide comprehensive assessment levy information for each parcel. After approval of the Engineer's Reports and approval to levy assessments, CONSULTANT shall submit in timely manner to the Los Angeles County Auditor-Controller's Office for placement on the property tax roll and shall upload the following to DAWEB for each of the 6 districts:
 - Billing agreement
 - Agency information sheet
 - Approved resolutions/ordinance
 - Engineer's reports
 - Data Transmittal forms
6. Research, reconcile and, resubmit levies generated from the Parcel Change report and Data Assessment Exception report that are rejected by the County Auditor/Controller's office. On behalf of the DISTRICTS, the CONSULTANT will directly invoice the property owner of record for any levy that should have been added the County property tax roll but was not added. The CONSULTANT will provide a list of parcels and their assessments for publically owned parcels that cannot be placed on the property tax roll for collection and will create handbill template for approval by the City and provide hand bills for those parcels to the City for mailing.
7. Provide a software resource for City staff to remotely view the status of the DISTRICTS and parcels within the DISTRICTS. Provide training and technical support in the use of the software resource.
8. Complete all reports on the DISTRICTS required by the State of California or its agencies. Consultant shall also prepare, stamp and sign annual Engineer's Reports and any amendments required after annual reconciliations.
9. Notify the City of important changes in laws affecting the DISTRICTS, recommend City/Consultant process adjustments, and provide recommendations/costs for potential administrative services scope amendment(s).

**EXHIBIT A – SCOPE OF SERVICES FOR ASSESSMENT DISTRICT ADMINISTRATION
AND ANNEXATION SERVICES**

10. Provide output options to the City for all reports provided. For example, reports provided electronically via email or CD/DVD, paper reports, web pages, etc.
11. Serve as the initial and primary contact to City staff, property owners, title companies, and other interested parties for inquiries regarding each District's administration and annual assessment levies. A toll free telephone number, to be provided by consultant, will appear on the regular property tax billing next to the specific District line item to facilitate contact with the public. The City may also refer property owners, title companies, and other interested parties with inquiries regarding each DISTRICTS administration and annual assessment installments directly to the consultant.
12. Prior to each annual direct assessment submission to the County, perform an audit to ensure the procedures utilized to manage the DISTRICTS including annexing, and levying assessments are correct, legal, equitable, and efficient. Analyze current databases to determine if all parcels that should be included in the DISTRICTS are in fact included, no parcels that should not be annexed are being annexed, and the levies are the correct amounts based on actual use as determined through city records. Provide a report of the findings, corrections, changes, and recommendations.
13. Consultant will update the DISTRICTS records and databases for current Fiscal Year to incorporate changes from the rejected and corrected/resubmitted assessments of various parcels. CONSULTANT will provide supporting documents to illustrate reconciliation of corrections and changes made after the City Council approval of the DISTRICTS Staff and Engineer's reports
14. Perform necessary functions to comply with State of California's Revenue and Taxation Code 163.
15. Complete all reports on DISTRICTS required by the State of California or its agencies.
16. Provide a toll-free phone number to field inquiries concerning DISTRICT administration, annual assessments, and payoff information for City staff, property owners, and other interested parties.

EXHIBIT A – SCOPE OF SERVICES FOR ASSESSMENT DISTRICT ADMINISTRATION AND ANNEXATION SERVICES

Task 2 – District Annexation Services.

The following generally describes the services to be provided by the CONSULTANT for the annexation of parcels into the City's existing assessment districts and assessment calculations for the change of parcel use. Services shall be provided throughout the year as annexation request are received by the City.

1. Meet with City staff to review annexation process and procedures, and receive training in Accela system.
2. Act as primary point of contact for development community seeking to request the annexation to, a City District. Verify if parcel is in or out of districts by looking in Annexation Log databases, Council Resolutions, and Tax Rolls. Coordinate required actions with developer.
3. Upon receiving the development documentation package CONSULTANT will confirm all pertinent documents have been received for processing.
4. Log info into Annexation Log databases and Accela
5. After review of the development documentation package and based upon the characteristics of the development and facilities to be maintained, CONSULTANT will determine whether the development should be annexed into an existing district.
6. For each district annexation, CONSULTANT will prepare and provide a timeline which will identify all relevant tasks relating to the annexation. The timeline will be established in accordance with all California Government Code meeting requirements to ensure a smooth and efficient project.
7. Maintain file for each annexation in electronic or hard copy format as directed by the City that will include all required City documents including:
 - i. Print Assessor's Parcel Map
 - ii. Copy of recent Grant deed or Property title (from Developer or Fidelity)
 - iii. Calculation of total 1st Year assessment levy for each District that Parcel will be assessed under, including Sewer. Use Engineer's Reports for methods
 - iv. Copy of petition and ballot; select appropriate template based on scenario
 - v. Copy of signed and notarized petitions and ballots. Copy of Invoices and Payment Receipts
 - vi. Correspondence between CONSULTANT, City Staff, Developers, Engineers and Property Owners
 - vii. File signed and notarized petitions and ballots in project file folder
8. CONSULTANT will use all submitted and approved information to prepare a budget for the improvements associated with the annexation and submit to City for approval. The budgets will identify all annual expenses incurred by the District.
9. Obtain parcel data for all parcels proposed to be included in the District(s), which will include, but is not be limited to, assessment information, principal assessments (if applicable), acreage, square footage, classifications, land use codes, zones, dwelling units, EDU values, property owner information, situs addresses, and tract and lot numbers.

EXHIBIT A – SCOPE OF SERVICES FOR ASSESSMENT DISTRICT ADMINISTRATION AND ANNEXATION SERVICES

10. In accordance with the established annexation documents, calculate the annual assessment for each parcel included in the annexation.
11. Enter and Invoice fees in Accela including Annexation fee and 1st Year's assessments, note annexation and assessment workflow in Accela. Notify and send Annexation and Assessment Invoice to Developer or Property Owner.
12. Prepare all required mapping instruments for the applicable subject district. This task will include the creation of boundary maps, assessment diagrams, and location in accordance with applicable California Government Code.
13. Preparation of annexation reports and documents.
14. Preparation of all required legal documents including, but not limited to, staff reports, resolutions, ordinances, assessment liens, special election ballots, and notice of public hearing for review and approval by City Attorney.
15. For each item requiring Council action, CONSULTANT will attend all Council Meetings which require City Council action and will, be available to answer questions posed by the Council, City staff, and/or the public.
16. Prior to Certificate of Occupancy sign off CONSULTANT will check if project has been annexed into the District(s), paid 1st Year Assessments, and is ready to be added to Next Year's Tax Roll database, advise City staff, Developer or Property Owner if there are any outstanding annexation and assessment requirements/issues. .

Responsibilities of the City:

1. Provide copies of prior year's assessment roll in electronic format
2. Provide training related to data entry and status monitoring in Accela related to the annexation of new parcels to Districts.
3. Provide remote access to City's Accela system for data entry and status monitoring
4. Provide copies of current policies and procedures for the annexation of parcels
5. Publishing of any required Public Notices
6. Provide legal review of documents as necessary, including draft resolutions, ordinances, staff reports and other documents.
7. Review draft documents in a timely manner and provide comments to CONSULTANT
8. Provide copies of District maps/exhibits used in Engineer's Reports in electronic format and prior annexation documents as requested.

EXHIBIT B – TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION CLAUSE

Term

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Payment

The City of Lancaster shall reimburse the CONSULTANT for the performance of the work, in an amount not to exceed \$ 116,975.00 for the first year of services as shown below

Annual District Administration Services

DISTRICT	ANNUAL LUMP SUM FEE
LANDSCAPE MAINTENANCE DISTRICT NO. 1 AND FOX FIELD INDUSTRIAL CORRIDOR LANDSCAPE MAINTENANCE DISTRICT	\$ 19,350.00
LANCASTER LIGHTING MAINTENANCE DISTRICT	\$ 9,870.00
DRAINAGE BENEFIT ASSESSMENT DISTRICT	\$ 9,825.00
LANCASTER SANITARY SEWER COLLECTION SYSTEMS	\$ 9,080.00
TOTAL ANNUAL NOT TO EXCEED FEE	\$ 48,125.00

The fee shall be adjusted in succeeding years by the same annual change in CPI approved by the City Council to apply to the Assessment fees, not to exceed five percent (5%). The City shall be invoiced quarterly in March, June, September and December,

Annexation Services

ANNEXATION FEE SCHEDULE	UNIT COST	EST. ANNUAL FEE (100 ANNEXATIONS PER YEAR
45% of City's Annexation Fee (Lump Sum per annexation)		
(45% x \$1,530 per annexation)	\$688.50	\$ 68,850.00
Calculation and Collection of Assessment Fee w/o annexation	\$150	N/A

**EXHIBIT B – TERM, PAYMENT AND TIME FOR COMMENCEMENT
AND COMPLETION CLAUSE**

Fifty percent (50%) of the CONSULTANT'S annexation fee shall be invoiced following entry in the City's Annexation Log databases, and the remainder shall be invoiced upon payment of the fees by the property owner. The fee shall be adjusted in succeeding years based upon changes to the Citywide Fee Schedule. Fee for the calculation and collection of assessments w/o annexation will be invoiced upon payment of assessment(s).

Any additional work will require a separate Authorization for Consultant Services signed by both parties. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the City of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due City. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work.

Consultant shall not be reimbursed for actual travel expenses incurred in the performance of the work.

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than three (3) calendar days following issuance of Notice to Proceed.



K. Dennis Klingelhofer, PE, Vice President
Harris & Associates, Inc.



HARR&AS-01

BBOGART

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. P. O. Box 4047 Concord, CA 94524-4047	CONTACT NAME: PHONE (A/C, No, Ext): (925) 609-6500 FAX (A/C, No): (925) 609-6550 E-MAIL ADDRESS: 												
INSURER(S) AFFORDING COVERAGE													
INSURED Harris & Associates Inc. Attn: Susan Mandilag 1401 Willow Pass Road, Ste. 500 Concord, CA 94520	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Valley Forge Insurance Company</td> <td style="width: 20%; text-align: center;">20508</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER C : The Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER D : Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Valley Forge Insurance Company	20508	INSURER B : Continental Casualty Company	20443	INSURER C : The Continental Insurance Company	35289	INSURER D : Travelers Property Casualty Company of America	25674	INSURER E :		INSURER F :	
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INSURER E :													
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded: 0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	6072176739	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Ded: 0	X	X	BUA 6076590520	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE 6076590551	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB-8K458448-21-43-G	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIAB			AEH591891588	8/1/2021	8/1/2022	Per Claim 10,000,000
B	Claims-Made;150k Ded			AEH591891588	8/1/2021	8/1/2022	Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation policy excludes monopolistics states ND, OH, WA, WY.

Re: RFQ #699-18 ASSESSMENT DISTRICT ADMINISTRATION & SUPPORT SERVICES (HA #190-067001 (2024)).

The City of Lancaster, its elected officials, officers, employees and volunteers as Additional Insured as respects General Liability per attached form CNA75079XX 1016, as required by written contract.

Professional Liability Retro Date: Full Prior Acts

General Liability and Workers Compensation Waiver of Subrogation forms CNA74858XX 1-15 and WC990376 attached.

Auto Liability Additional Insured and Waiver of Subrogation per CNA63359XX 0412 and CA0444 1013, if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

The City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:
WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Architects, Engineers and Surveyors General Liability Extension Endorsement

(6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A.** Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.


CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE
A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 13; Page: 1 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6076590520

Policy Effective Date: 08/01/2021


C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE
A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 13; Page: 2 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6076590520

Policy Effective Date: 08/01/2021



Business Auto Policy Policy Endorsement

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 13; Page: 3 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6076590520

Policy Effective Date: 08/01/2021



Business Auto Policy Policy Endorsement

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 13; Page: 4 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6076590520

Policy Effective Date: 08/01/2021


**Business Auto Policy
Policy Endorsement**
**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HARRIS & ASSOCIATES INC.

Endorsement Effective Date: 08/01/2021

SCHEDULE
Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

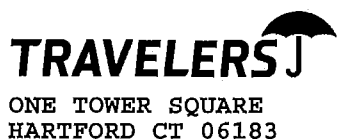
Endorsement Expiration Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6076590520

Policy Effective Date: 08/01/2021



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-8K458448-21-43-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

STAFF REPORT

City of Lancaster

CC 9
2/22/2022
JC

Date: February 22, 2022

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Approval of Amendment No. 1 of the Professional Services Agreement for Assessment District Administration and Support Services to Harris and Associates

Recommendations:

1. Approve Amendment No. 1 of the Professional Services Agreement for Assessment District Administration and Support Services to Harris and Associates.
2. Authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$122,012.08 for the first calendar year. Sufficient funds are available in account 480-4700-301, 482-4700-301, 484-4700-301, and 483-4700-301 for the cost of services rendered in the current fiscal year (50%). Services rendered in fiscal year 2022-2023 shall be budgeted from the same accounts listed above.

Background:

The initial professional services agreement for RFQ #699-18 Assessment District Administration and Support Services was signed on January 29, 2020, with the first amendment signed February 5, 2019. The contract was set to expire in three (3) years with the option for two (2) additional two-year periods. This amendment is to extend the contract for the first two-year period, and will have a new expiration date of February 22, 2024.

NJ/jr

Attachment:

Agreement – Amendment No. 1