

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is entered into this \_\_\_\_\_ day of September, 2020 by and between the County of Lake, hereinafter "COUNTY" and Russell Hayre, doing business as Harmony Research, hereinafter "CONTRACTOR".

WHEREAS, COUNTY is in need of professional research services; and

WHEREAS, CONTRACTOR is a licensed independent contractor, in the State of California and is qualified and willing to provide said services.

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

### CONTRACTOR SERVICES AND COMPENSATION

1. CONTRACTOR shall provide the following research services as assigned by COUNTY:
  - Providing reports and data required by statute for notification of Parties of Interest prior to your tax auction.
  - Verification of the legal description used on your Notices of Power to Sell.
  - An update of the current title searches (datedown) just prior to or after your sale.
  - A search and report of bankruptcies of current owners, as provided by the PACER system of district courts.
2. a. COUNTY shall compensate CONTRACTOR for said services at the rate of \$149.50 per parcel.
- b. COUNTY shall compensate CONTRACTOR for additional updates of searches on parcels published for sale during the 2020/2021 fiscal year at \$27.50 per parcel.

In no event shall payment under this Agreement exceed ninety five thousand two hundred dollars (\$95,200.00).

### TERM AND TERMINATION

3. This Agreement shall be effective on the date herein above entered into and continue until and unless terminated by either COUNTY or by CONTRACTOR, upon fifteen (15) days notice to the other party.

### ASSIGNMENT

4. The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONTRACTOR from COUNTY under this Agreement may be assigned by the CONTRACTOR to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY.

Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

#### INSURANCE

5. CONTRACTOR shall procure and maintain the insurance required by this paragraph. Any failure of Contractor to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Contract.

Professional Liability Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, professional liability insurance in connection with Contractor's business in an amount not less than one million dollars (\$1,000,000.00) combined single limit coverage per occurrence.

#### INDEPENDENT CONTRACTOR

6. It is specifically understood and agreed that, in the making and performance of this Agreement, CONTRACTOR is an independent contractor and is not an employee, agent or servant of COUNTY.

#### INDEMNIFICATION - HOLD HARMLESS

7. CONTRACTOR shall indemnify and hold harmless COUNTY from any and all claims, demands, actions, liability or loss which may arise for or be incurred as a result of the negligent performance of this Agreement by CONTRACTOR.

#### ATTORNEYS FEES AND COSTS

8. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

#### ADDITIONAL PROVISIONS

9. This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between parties related to the subject matter of this Agreement.

COUNTY and CONTRACTOR have executed this Agreement on the day and year first written above.

**County of Lake:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Chairperson, Board of Supervisors**

Attest: **Carol J. Huchingson**  
**Clerk of the Board of Supervisors**

By: \_\_\_\_\_

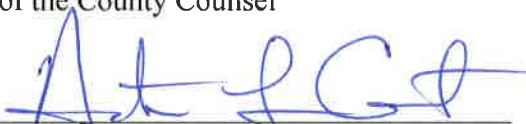
**CONTRACTOR:**

Dated: 8/20/20

By:   
**Russell Hayre, Harmony Research**

APPROVED AS TO FORM:  
Office of the County Counsel

Dated: \_\_\_\_\_

By:   
**Anita L. Grant, County Counsel**

APPROVED AS TO CONTENT:  
Lake County Treasurer-Tax Collector

Dated: 08/21/2020

By:   
**Barbara C. Ringen, Treasurer-Tax Collector**