

# Treasurer/Tax Collector

*County of Lassen*



**Nancy Cardenas**, Treasurer/Tax Collector  
Lassen County Courthouse, Suite 3  
220 South Lassen Street  
Susanville, CA 96130-4324

☎ 530/251-8221  
FAX: 530/251-2677

DATE: September 9, 2019

TO: Board of Supervisors

FROM: Nancy Cardenas, Lassen County Treasurer/Tax Collector

A handwritten signature in blue ink, appearing to be "Nancy Cardenas", is written over the "FROM:" line.

RE: Contract with Bid4Assets to sell tax defaulted properties on line for the 2020-2024 tax sales

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Recommendation: That the Board of Supervisors awards the contract for the sale of tax defaulted properties for the 2020-2024 tax sales to Bid4Assets, and direct the CAO to sign the three year contract.

Fiscal Impact: The fiscal impact to the County is approximately \$10,000.00 per year and is budgeted out of 137-0073 and 100-0073.

Discussion: Lassen County has been contracting with Bid4Assets for several years and has been very happy with their services.

I recommend that Bid4Assets be awarded the three year contract.

STANDARD FORM PERSONAL SERVICES CONTRACT  
COUNTY OF LASSEN  
AND  
**BID4ASSETS, INC.**

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of **September**, 2019 by and between the COUNTY OF LASSEN, hereinafter referred to as "County," and **BID4ASSETS, INC.**, hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services:

- (a) Government Code sections 31000 and 53060 permit the County Boards of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services; and
- (b) The County Treasurer-Tax Collector's Office (hereinafter "responsible County Department") require Internet Advertising Services of Tax Defaulted Properties; and
- (c) County desires to engage Consultant to provide said services and Consultant, by reason of his/her qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services on the terms set forth herein.

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit "A,B,C" attached hereto and by this reference made a part hereof.

II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this contract or services but have not been included in the scope of the services listed in Paragraph I above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:

A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.

B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

III. COUNTY FURNISHED SERVICES: The County agrees to:

A. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Contractor and as set forth in Exhibit A.

B. Make available all pertinent data and records for review.

IV. FEES:

1. Compensation to Consultant. For the initial auction, County shall pay Consultant a fixed fee in the amount of one hundred and fifty dollars (\$150.00) per property for each property that is SOLD or REDEEMED/WITHDRAWN. A \$250.00 set up fee will be charged for listing less than 50 parcels.

Properties that were unsold or pulled from the site during the initial auction can be re-offered within 90 days in a secondary auction. County shall pay Consultant a fixed fee of one-hundred dollars (\$150.00) for SOLD or REDEEMED/WITHDRAWN parcels only.

Following the initial upload of information and approval by Counties to make the assets "live" on the advertising Web site, additional fees will be incurred if a County requests the addition of more data to asset listing. A fee ten dollars (\$10.00) will be charged at each occurrence for each asset that is affected.

Optional Online Financial Services: County may elect to have Consultant supply pre-bid deposit services. If elected, County will so indicate in Exhibit "B" attached hereto. Depending on the methods selected for deposit submission, County may be required to execute the Funds Acceptance Authorization form attached as Exhibit "C".

V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$20,000.00 per year including direct non-salary expenses. The expenditure will be paid from line item 307-0071-7603028 Delinquent Tax Sale Trust.**

With respect to any additional services provided under this Contract as specified in paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit "A".



Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to contractor.

VII. CONTRACT PERFORMANCE TIME: All the work required by this contract shall be completed and ready for acceptance no later than March 30, of each year. Time is of the essence with respect to this Contract.

VIII. INSURANCE: The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000. Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The County shall be named as an insured on the commercial general liability policy. The insurer shall supply a certificate of insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificate and endorsement shall provide for 30 day advance notice to County of any termination or reduction in coverage.

In addition, Contractor may be required to carry errors and omissions insurance or professional liability or malpractice insurance. If such insurance is required, it shall be in a form approved by the County.

IX. WORKER'S COMPENSATION: The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will

comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance shall be provided to County prior to commencement of work.

X. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

XI. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

XII. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

XIII. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits, which might be required by the work to be performed herein.

XIV. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option; Contractor shall provide all books and records within a maximum of 15 days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract, which provides for reimbursement of expenses.

XV. TERM OF AGREEMENT: This Agreement shall commence on **November 1, 2019 and shall terminate on 06/30/2024**



XVI. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XVII. TERMINATION:

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty- (30) calendar day's written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

XVIII. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XIX. AMENDMENT: This Contract may be amended or modified only by written agreement of all parties.

XX. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

XXI. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Lassen County, California.

XXII. INDEMNIFICATION: Contractor agrees to indemnify and hold County harmless from any and all liabilities which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract.

XXIII. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract, including the Health Insurance Portability and Accountability Act.

XXIV. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXV. NOTICES: Notices shall be given to County at the following location:

**Treasurer/Tax Collector  
County of Lassen  
220 S. Lassen St., STE 3  
Susanville, CA 96130**

Notices shall be given to Contractor at the following address:

**BID4ASSETS  
8757 Georgia Ave Ste. 520  
Silver Springs MD, 20910**

XXVI. COST DISCLOSURE: In accordance with Government Code Section 7550, Contractor agrees to state in a separate section of its filed report the dollar amount of this contract and any related contracts and subcontracts relating to the preparation of the report resulting from this contract.

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

APPROVED BY  
COUNTY OF LASSEN:

By: \_\_\_\_\_  
Richard Egan  
Lassen County CAO

CONTRACTOR:

By: \_\_\_\_\_  
Jesse D. Loomis,  
Chief Executive Officer  
Federal Tax ID NO 52-2154558  
Telephone No. 301-562-3444

APPROVED AS TO FORM:

Office of the County Counsel

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



