

**COUNTY OF SAN DIEGO
COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD**

**REGULAR MEETING
September 18 2025, 10:30 A.M.
AT 1600 PACIFIC HIGHWAY, SAN DIEGO, ROOM 306A
AGENDA**

Attendance by Virtual Meeting made available.

[Zoom Link](#)

Phone Option: 1-669-444-9171; Meeting ID: 87893548493; Passcode (if prompted): 135246

- A. Call to Order
- B. Roll Call/Statement (just cause) and/or Consideration of a Request to Participate Remotely (emergency circumstances) pursuant to Assembly Bill 2449 by an Oversight Board Member (*if necessary and applicable*)
- C. Pledge of Allegiance
- D. Approval of Statement of Proceedings / Minutes of July 17, 2025 Regular Meeting
- E. Formation of Consent Calendar – Under this item, the Oversight Board may place action items under Section H on the consent calendar to be voted on in one motion.
- F. Public Communication Speakers: Members of the public may address the Oversight Board on subject matters within the Board’s jurisdiction, but not an item on this agenda. Comments on items on the agenda will be taken as each item comes up. Each speaker is limited to three minutes.
- G. Informational Item(s)
 - 1. Introduction of new Seat 3 Oversight Board Member: Jesse Robles
 - 2. Announcement of new Oversight Board Counsel: Steven T. Mattas, Redwood Public Law
- H. Action Item(s)
 - 1. APPROVAL OF A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES FOR

Supporting documentation and attachments for items listed on this agenda can be viewed online at <http://www.sdcounty.ca.gov/community/san-diego-county-oversight-board.html> or in the Office of Economic Development & Government Affairs, 1600 Pacific Highway, Room 152, San Diego, CA 92101.

ASSISTANCE FOR THE DISABLED:

Agendas and records are available in alternative formats upon request. Contact the Office of Economic Development & Government Affairs at (619) 531-5198 with questions or to request a disability-related accommodation. Individuals requiring sign language interpreters should contact the Americans with Disabilities Coordinator at (619) 531-4908. To the extent reasonably possible, requests for accommodation or assistance should be submitted at least 24 hours in advance of the meeting so that arrangements may be made. An area in the front of the room is designated for individuals requiring the use of wheelchair or other accessible devices.

PROPERTY TAX CONSULTING AND AUDIT SERVICES TO THE IMPERIAL
BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

2. APPROVAL OF A RESOLUTION OF THE SAN DIEGO COUNTYWIDE
REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING
FISCAL YEAR 2025-2026 SPECIAL LIABILITY INSURANCE PROGRAM (SLIP)
FOR THE COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY
OVERSIGHT BOARD

I. Communications Received:

J. Future Agenda Item(s):

K. Set Future Meeting Date(s): October 16, 2025 10:00 a.m., November 20, 2025 10:00
a.m., December 18th, 2025 10:00 a.m.

L. Adjournment

Supporting documentation and attachments for items listed on this agenda can be viewed online at <http://www.sdcounty.ca.gov/community/san-diego-county-oversight-board.html> or in the Office of Economic Development & Government Affairs, 1600 Pacific Highway, Room 152, San Diego, CA 92101.

ASSISTANCE FOR THE DISABLED:

Agendas and records are available in alternative formats upon request. Contact the Office of Economic Development & Government Affairs at (619) 531-5198 with questions or to request a disability-related accommodation. Individuals requiring sign language interpreters should contact the Americans with Disabilities Coordinator at (619) 531-4908. To the extent reasonably possible, requests for accommodation or assistance should be submitted at least 24 hours in advance of the meeting so that arrangements may be made. An area in the front of the room is designated for individuals requiring the use of wheelchair or other accessible devices.

**COUNTY OF SAN DIEGO
COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD**

**REGULAR MEETING
July 17 2025, 10:00 A.M.
AT 1600 PACIFIC HIGHWAY, SAN DIEGO, ROOM 402A
Minutes**

- A. Call to Order at 10:00 a.m.
- B. Roll Call/Statement (just cause) and/or Consideration of a Request to Participate Remotely (emergency circumstances) pursuant to Assembly Bill 2449 by an Oversight Board Member (*if necessary and applicable*)

PRESENT: Brian Hagerty, Rebecca Jones, Daniel Troy, Samuel Merrill, and Corinne Wilson

ABSENT: Scott Buxbaum

- C. Pledge of Allegiance
- D. Approval of Statement of Proceedings / Minutes of April 17, 2025 Regular Meeting

On motion of Vice-chair Jones and seconded by Troy, THE COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD approved the minutes of April 17, 2025 Regular Meeting. Oversight Board staff did a roll call vote of each OB member to indicate approval or non-approval. ***Motion passed.***

AYES: Hagerty, Jones, Troy, Merrill, and Wilson

- E. Formation of Consent Calendar – Under this item, the Oversight Board may place action items under Section H on the consent calendar to be voted on in one motion. ***No items were placed on the consent calendar.***
- F. Public Communication Speakers: Members of the public may address the Oversight Board on subject matters within the Board’s jurisdiction, but not an item on this agenda. Comments on items on the agenda will be taken as each item comes up. Each speaker is limited to three minutes. ***No comments were received by the Board or were presented at the meeting.***

Supporting documentation and attachments for items listed on this agenda can be viewed online at <http://www.sdcounty.ca.gov/community/san-diego-county-oversight-board.html> or in the Office of Economic Development & Government Affairs, 1600 Pacific Highway, Room 152, San Diego, CA 92101.

ASSISTANCE FOR THE DISABLED:

Agendas and records are available in alternative formats upon request. Contact the Office of Economic Development & Government Affairs at (619) 531-5198 with questions or to request a disability-related accommodation. Individuals requiring sign language interpreters should contact the Americans with Disabilities Coordinator at (619) 531-4908. To the extent reasonably possible, requests for accommodation or assistance should be submitted at least 24 hours in advance of the meeting so that arrangements may be made. An area in the front of the room is designated for individuals requiring the use of wheelchair or other accessible devices.

G. Discussion Item(s)

1. APPROVAL OF A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028, WITH OPTIONS TO EXTEND AGREEMENT FOR FISCAL YEARS 2028-2029 AND 2029-2030 RESPECTIVELY

Presenter: Kendall Levan, Counsel, Imperial Beach Successor Agency

Supporting Staff: Larissa Patros, Finance Manager, City of Imperial Beach

Summary:

- Imperial Beach Successor Agency currently conducts an annual audit of its financial transactions as performed through a professional services agreement. The proposed action would authorize an extension of the professional services agreement for three years, with options to extend for two additional years. Costs range from \$2000 for Fiscal Year 2025-26, \$2100 for Fiscal Year 2026-27, 2027-28, and \$2300 for each option.

H. Action Item(s)

1. Adopt a resolution entitled, A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028, WITH OPTIONS TO EXTEND AGREEMENT FOR FISCAL YEARS 2028-2029 AND 2029-2030 RESPECTIVELY

On motion of Vice-chair Jones and seconded by Troy, THE COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD approved A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028, WITH OPTIONS TO EXTEND AGREEMENT FOR FISCAL YEARS 2028-2029 AND 2029-2030

Supporting documentation and attachments for items listed on this agenda can be viewed online at <http://www.sdcountry.ca.gov/community/san-diego-county-oversight-board.html> or in the Office of Economic Development & Government Affairs, 1600 Pacific Highway, Room 152, San Diego, CA 92101.

ASSISTANCE FOR THE DISABLED:

Agendas and records are available in alternative formats upon request. Contact the Office of Economic Development & Government Affairs at (619) 531-5198 with questions or to request a disability-related accommodation. Individuals requiring sign language interpreters should contact the Americans with Disabilities Coordinator at (619) 531-4908. To the extent reasonably possible, requests for accommodation or assistance should be submitted at least 24 hours in advance of the meeting so that arrangements may be made. An area in the front of the room is designated for individuals requiring the use of wheelchair or other accessible devices.

RESPECTIVELY. Oversight Board staff did a roll call vote of each OB member to indicate approval or non-approval. ***Motion passed.***

AYES: Hagerty, Jones, Troy, Merrill, and Wilson

I. Communications Received:

1. Oversight Board administrative staff received notice on July 7, 2025 from San Diego County LAFCO that Jesse Robles, a Director of the San Miguel Fire District, will be appointed to the Oversight Board's Seat 3, filling the vacancy following Patrick Sanchez's resignation.
2. Oversight Board administrative staff received letter correspondence dated July 1, 2025 from Meyers Nave, the Oversight Board's counsel, resigning their representation effective August 1, 2025.

J. Future Agenda Item(s): Renewal of Oversight Board's Special Liability Insurance Program; Imperial Beach intends to bring a contract renewal for approval.

K. Set Future Meeting Date(s): August 21, 2025 10:00 a.m., September 18, 2025 10:00 a.m., October 16, 2025 10:00 a.m., November 20, 2025 10:00 a.m., December 18th, 2025 10:00 a.m.

L. Adjournment at 10:10 a.m.

Supporting documentation and attachments for items listed on this agenda can be viewed online at <http://www.sdcountry.ca.gov/community/san-diego-county-oversight-board.html> or in the Office of Economic Development & Government Affairs, 1600 Pacific Highway, Room 152, San Diego, CA 92101.

ASSISTANCE FOR THE DISABLED:

Agendas and records are available in alternative formats upon request. Contact the Office of Economic Development & Government Affairs at (619) 531-5198 with questions or to request a disability-related accommodation. Individuals requiring sign language interpreters should contact the Americans with Disabilities Coordinator at (619) 531-4908. To the extent reasonably possible, requests for accommodation or assistance should be submitted at least 24 hours in advance of the meeting so that arrangements may be made. An area in the front of the room is designated for individuals requiring the use of wheelchair or other accessible devices.



San Diego County Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

ELECTION RESULTS

September 9, 2025

TO: San Diego County Consolidated Redevelopment Oversight Board

FROM: Erica Sellen, Commission Clerk

SUBJECT: Appointment | Election Results

This letter serves as a notice by the San Diego County Local Agency Formation Commission (LAFCO) of the election results from the Call for Nominations memorandum that was distributed on April 25, 2025, to fill the member Seat 3 vacancy ending June 30, 2025, for the San Diego County Consolidated Redevelopment Oversight Board.

One nomination was submitted within the nomination period.

- Jesse Robles, San Miguel Consolidated Fire Protection District

Effective immediately, Mr. Robles is appointed to Seat 3 on the San Diego County Consolidated Redevelopment Oversight Board.

Should you have any questions, please do not hesitate to contact me directly via e-mail at Erica.Sellen@sdcounty.ca.gov or telephone at (619) 321-3380.

Respectfully,

A handwritten signature in blue ink that reads "Erica A. Sellen".

Erica Sellen
Commission Clerk

Administration

Keene Simonds, Executive Officer
2550 Fifth Avenue, Suite 725
San Diego, California 92103
T 619.321.3380
E lafoo@sdcounty.ca.gov
www.sdlafco.org

Paloma Aguirre
County of San Diego

Joel Anderson
County of San Diego

Monica M. Steppe, Alt.
County of San Diego

Kristi Becker
City of Solana Beach

Dane White
City of Escondido

John McCann Alt.
City of Chula Vista

Chair Stephen Whitburn
City of San Diego

Marni von Wilpert, Alt.
City of San Diego

Vice Chair Barry Willis
Alpine Fire Protection

Jo MacKenzie
Vista Irrigation

David Drake, Alt.
Rincon del Diablo

Brigitte Browning
General Public

Eileen Delaney, Alt.
General Public



COUNTY OF SAN DIEGO

COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

BRIAN HAGERTY

REBECCA JONES

JESSE ROBLES

SCOTT BUXBAUM

DANIEL TROY

SAMUEL MERRILL

CORINNE WILSON

AGENDA ITEM

COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

DATE: September 18, 2025

01

TO: Countywide Redevelopment Successor Agency Oversight Board

SUBJECT: APPROVAL OF A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES FOR PROPERTY TAX CONSULTING AND AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

SUMMARY:

Overview

Today's action requests the Oversight Board's: (1) approval of the Imperial Beach Redevelopment Agency Successor Agency's (Successor Agency) proposed Agreement for Professional Services for Property Tax Consulting and Audit Services (Agreement) (attached hereto as Attachment B) with HdL Coren & Cone (Consultant); and (2) authorization for the Successor Agency to sign the Agreement with Consultant.

The Agreement is a tri-party agreement, and provides for the Successor Agency (and the City of Imperial Beach (City) for the City's needs) to retain Consultant for Consultant to provide property tax data based reports and data analysis. Specifically for the Successor Agency, Consultant will provide, among other things, property tax and data information and analysis needed in connection with annual continuing disclosure obligations under the Successor Agency's outstanding 2020A Series (Refunded 2010 Series) Tax Allocation Refunding Bonds and 2022 Series (Refunded 2013 Series) Tax Allocation Refunding Bonds (collectively, Bonds). The Successor Agency's 50% share of costs for Consultant's services under the Agreement constitutes an enforceable obligation of the Successor Agency pursuant to California Health and Safety (H&S) Code Sections 34171(d)(1)(A), 34171(d)(1)(E), and 34177.5, and is payable from monies held in the Redevelopment Property Tax Trust Fund (RPTTF) and not as an administrative cost. As such, this cost has been, and will continue to be, included as Item No. 24 on the Successor Agency's Recognized Obligation Payment Schedule (ROPS) for payment using RPTTF, for so long as the Bonds remain outstanding (which currently will be until June 1, 2040).

SUBJECT: APPROVAL OF A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES FOR PROPERTY TAX CONSULTING AND AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

Recommendation(s)

1. Adopt the resolution entitled, A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES FOR PROPERTY TAX CONSULTING AND AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

Fiscal Impact

Pursuant to the Agreement, “Base Services” (described in the Scope of Services attached to the Agreement as Exhibit “A”) will be provided by Consultant for a fixed annual fee in the total amount of \$8,910, which annual fee will be adjusted annually by the California Consumer Price Index. The Successor Agency and the City will each pay one-half (1/2) of such annual base fixed fee amount. Other services described as “Optional Services” or “Contingent Fee Services” in the Agreement are subject to the prior written approval of the Successor Agency and the City, and would be for additional compensation payable to Consultant as described in Section 2 of the Agreement. The Successor Agency’s share of costs has been, and will continue to be, included as Item No. 24 on the Successor Agency’s ROPS for payment using RPTTF, for so long as the Bonds remain outstanding (which currently will be until June 1, 2040).

BACKGROUND:

Pursuant to H&S Code Section 34177.3(b) of the Dissolution Law, the Successor Agency may create enforceable obligations to conduct the work of winding down the former Redevelopment Agency, including, without limitation, hiring staff and acquiring necessary professional administrative services.

Consultant is a state-wide leader in property tax and data analysis with over 800 public agency clients for whom such services are performed and has the programs, equipment, data, and personnel required to deliver the property tax and municipal revenue services referenced in the Agreement. Consultant has represented to the Successor Agency that Consultant possesses the necessary qualifications to provide property tax consulting and audit services required by the Successor Agency. Further, the Successor Agency and the City have long relied on Consultant for property tax management, including forecasting, compliance audits, and strategic analysis. This Agreement seeks to continue this partnership with Consultant to ensure continued accuracy, compliance, and revenue maximization.

Based on the foregoing, the Successor Agency desires to retain the professional services of Consultant pursuant to the terms and conditions set forth in the Agreement.

SUBJECT: APPROVAL OF A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES FOR PROPERTY TAX CONSULTING AND AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

The proposed Agreement is structured as a tri-party agreement among the City, Successor Agency and Consultant, and provides for Consultant's services for an initial five (5) year period, after which the Term of the Agreement renews automatically on a year-to-year basis, subject to termination rights of the Successor Agency and the City.

The Scope of Services attached to the Agreement as Exhibit "A" states, in general terms, that services to be provide include property tax management service, secured and unsecured parcel audits, budget projections, City and/or Successor Agency support, and bond fiscal analysis.

The Agreement provides that Consultant will be compensated for work completed, including performance of the "Base Services" (described in the Scope of Services attached to the Agreement as Exhibit "A") for a fixed annual fee in the total amount of \$8,910, which annual fee will be adjusted annually by the California Consumer Price Index. The Successor Agency and the City will each pay one-half (1/2) of such annual base fixed fee amount.

Other services described as "Optional Services" or "Contingent Fee Services" in the Agreement are subject to the prior written approval of the Successor Agency or the City, and would be for additional compensation payable to Consultant as described in Section 2 of the Agreement.

The Successor Agency's share of costs has been, and will continue to be, included as Item No. 24 on the Successor Agency's ROPS for payment using RPTTF, for so long as the Bonds remain outstanding (which currently will be until June 1, 2040).

The Successor Agency, at its meeting on August 6, 2025, approved the subject Agreement for Professional Services for Property Tax Consulting and Audit Services with Consultant.

The Oversight Board meeting at which the Oversight Board will consider the Agreement is set for Thursday, September 18, 2025.

Respectfully submitted,



STEVE LOCKETT
Deputy Director, EDGA

ATTACHMENT(S)

A - Resolution No. OB-2025-021

B - (Proposed) Agreement for Professional Services for Property Tax Consulting and Audit Services

C - Imperial Beach Redevelopment Agency Successor Agency Resolution No. SA-25-97

SUBJECT: APPROVAL OF A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES FOR PROPERTY TAX CONSULTING AND AUDIT SERVICES TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

AGENDA ITEM INFORMATION SHEET

PREVIOUS RELEVANT BOARD ACTIONS:
N/A

MANDATORY COMPLIANCE:
N/A

CONTACT PERSON(S):

Steve Lockett

Name

619-984-0697

Phone

Steve.Lockett@sdcounty.ca.gov

E-mail

Matthew Ostlund

Name

619-929-6662

Phone

Matthew.Ostlund@sdcounty.ca.gov

E-mail

Attachment A
Resolution No: OB-2025-21
Meeting Date: September 18, 2025

A RESOLUTION OF THE SAN DIEGO COUNTYWIDE
REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD
APPROVING THE PROPOSED AGREEMENT FOR PROFESSIONAL
SERVICES FOR PROPERTY TAX CONSULTING AND AUDIT SERVICES
TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR
AGENCY

WHEREAS, pursuant to California Health and Safety Code (HSC) Section 34177.3(b) of the Dissolution Law, successor agencies may create enforceable obligations to conduct the work of winding down the former redevelopment agencies, including, without limitation, hiring staff and acquiring necessary professional administrative services; and

WHEREAS, the Imperial Beach Redevelopment Agency Successor Agency (Successor Agency), at its meeting conducted on August 6, 2025, approved the Agreement for Professional Services for Property Tax Consulting and Audit Services (Agreement) with HdL Coren & Cone (Consultant) and the signing of same, for Consultant to provide, among other things, property tax data based reports and data analysis required by the Successor Agency. The Successor Agency's approval is pursuant to Resolution No. SA-25-97; and

WHEREAS, the Successor Agency desires to enter into the proposed Agreement for the purpose of retaining Consultant pursuant to the Agreement for Consultant to provide property tax data based reports and data analysis, including but not limited to property tax and data information and analysis needed in connection with annual continuing disclosure obligations under the Successor Agency's outstanding bonded indebtedness; and

WHEREAS, the annual cost payable by the Successor Agency to Consultant pursuant to the proposed Agreement will be listed as Item 24 on the annual Recognized Obligation Payment Schedule (ROPS) of the Successor Agency.

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board that, the Successor Agency's proposed Agreement with HdL Coren & Cone for Professional Services for Property Tax Consulting and Audit Services to the Successor Agency is approved.

IT IS FURTHER RESOLVED that the Successor Agency is authorized to sign the Agreement for Professional Services for Property Tax Consulting and Audit Services with HdL Coren & Cone.

PASSED AND ADOPTED by the Oversight Board at a duly noticed meeting of the Oversight Board held on September 18, 2025.

[SIGNATURE ON THE FOLLOWING PAGE]

Attachment A
Resolution No: OB-2025-21
Meeting Date: September 18, 2025

Approved as to Form and Legality
By Steven T. Mattas, Oversight Board Counsel

Scott Buxbaum
Chair, Oversight Board



City of Imperial Beach
AGREEMENT FOR PROFESSIONAL SERVICES
FOR PROPERTY TAX CONSULTING AND AUDIT SERVICES

This Agreement for Professional Services for Property Tax Consulting and Audit Services ("AGREEMENT"), entered into this ____ day of _____, 2025, by and among the CITY OF IMPERIAL BEACH, a California municipal corporation (hereinafter referred to as "CITY"), the IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY, a public entity created pursuant to the laws of the State of California (hereinafter referred to as "SUCCESSOR AGENCY", and together with CITY, collectively hereinafter referred to as "PUBLIC ENTITIES"), and HdL COREN & CONE, a California corporation (hereinafter referred to as "CONSULTANT"). CITY, SUCCESSOR AGENCY, and CONSULTANT are also referred to herein individually as a "PARTY" and collectively as the "PARTIES".

RECITALS

WHEREAS, property tax revenues can be verified and potentially increased through a system of continuous monitoring, identification, and reconciliation to county records; and

WHEREAS, an effective program of property tax management will assist PUBLIC ENTITIES in fiscal, economic, and community development planning; and

WHEREAS, PUBLIC ENTITIES desire the property tax data based reports and data analysis required to effectively manage PUBLIC ENTITIES' property tax base and identify and recover revenues misallocated within CITY's or SUCCESSOR AGENCY's jurisdiction or to other jurisdictions; and

WHEREAS, CONSULTANT has represented to PUBLIC ENTITIES that CONSULTANT possesses the necessary qualifications to provide property tax consulting and audit services requested by PUBLIC ENTITIES; and

WHEREAS, CONSULTANT is a state-wide leader in property tax and data analysis with over 800 public agency clients for whom such services are performed and has the programs, equipment, data, and personnel required to deliver the property tax and municipal revenue services referenced herein; and

WHEREAS, CONSULTANT will provide certain property tax and data information to PUBLIC ENTITIES that is necessary for required reporting on bonded indebtedness; and

WHEREAS, PUBLIC ENTITIES have authorized the preparation of this AGREEMENT to retain the services of CONSULTANT as hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES THAT PUBLIC ENTITIES DO HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

Section 1. EMPLOYMENT OF CONSULTANT.

PUBLIC ENTITIES hereby agree to engage CONSULTANT and CONSULTANT hereby agrees to perform the services hereinafter set forth, in accordance with all terms and conditions contained herein. CONSULTANT represents that all professional services required hereunder will be performed directly by CONSULTANT, or under direct supervision of CONSULTANT.

Section 2. SCOPE OF SERVICES AND COMPENSATION.

- A. CONSULTANT shall provide services as described in Exhibit "A" entitled "SCOPE OF SERVICES," attached hereto and made a part hereof.
- B. As additional consideration, CONSULTANT and PUBLIC ENTITIES each agrees to abide by the terms and conditions contained in this Agreement.
- C. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by CITY or SUCCESSOR AGENCY, that are necessary or proper to complete the work and provide the required professional services.
- D. CONSULTANT shall be compensated for work completed pursuant to this AGREEMENT as follows:

(1) Base Services:

(a) CONSULTANT shall be compensated for "Base Services" rendered by CONSULTANT pursuant to this Section 2, as such Base Services are more particularly described in the SCOPE OF SERVICES attached as Exhibit "A" hereto. PUBLIC ENTITIES shall pay CONSULTANT a fixed annual fee in the total amount of EIGHT THOUSAND NINE HUNDRED TEN DOLLARS (\$8,910.00) ("Base Fixed Fee") for such Base Services rendered by CONSULTANT pursuant to this Section 2. The Base Fixed Fee will be invoiced quarterly. The Base Fixed Fee is determined based on the number of parcels in Imperial Beach (6,029 parcels).

(b) The Base Fixed Fee shall be adjusted annually during the Term of this AGREEMENT by the California Consumer Price Index (CCPI) for all items as determined by the California Department of Industrial Relations as measured February to February by the California All Urban Consumers index.

(c) CITY and SUCCESSOR AGENCY will each pay one-half (1/2) of the Base Fixed Fee payable to CONSULTANT pursuant to and in accordance with the terms of this AGREEMENT.

(2) Optional Services:

(a) CONSULTANT shall be compensated for "Optional Services" rendered by CONSULTANT pursuant to the prior written request and approval of CITY or SUCCESSOR AGENCY, as such Optional Services are more particularly described in the SCOPE OF SERVICES attached as Exhibit "A" hereto.

(b) PUBLIC ENTITIES shall pay CONSULTANT the following hourly fees for Optional Services rendered by CONSULTANT pursuant to this Section 2:

Partner	\$250	per hour
Principal	\$225	per hour
Programmer	\$200	per hour
Associate	\$175	per hour
Senior Analyst	\$125	per hour
Analyst	\$ 90	per hour
Administrative	\$ 70	per hour

The above listed hourly rates of CONSULTANT for Optional Services are exclusive of expenses incurred by CONSULTANT; provided, however, that any expenses of CONSULTANT must be first approved in writing by PUBLIC ENTITIES. The above listed hourly rates are subject to annual adjustment by CONSULTANT. On July 1st of each year, CONSULTANT shall provide PUBLIC ENTITIES with an updated schedule of hourly rates; provided, however, the hourly rates shall not be increased by more than five percent (5%) per year during the Term of this AGREEMENT.

(3) Contingent Fee Services:

(a) CONSULTANT shall be compensated for "Contingent Fee Services" rendered by CONSULTANT pursuant to the prior written approval of CITY or SUCCESSOR AGENCY with respect to the identification and correction of tax errors, as such Contingent Fee Services are more particularly described in the SCOPE OF SERVICES attached as Exhibit "A" hereto.

(b) PUBLIC ENTITIES shall pay CONSULTANT for Contingent Fee Services rendered pursuant to this Section 2 as follows: twenty five percent (25%) of general fund or tax increment property tax revenue or other revenues attributable to the CITY/SUCCESSOR AGENCY recovered or reallocated which are directly or indirectly the result of an audit, analysis or consultation performed by CONSULTANT, in accordance with and as further described in the SCOPE OF SERVICES attached as Exhibit "A" hereto.

- E. Except with respect to Contingent Fee Services rendered by CONSULTANT which will be paid in accordance with the terms described for Contingent Fee Services in the SCOPE OF SERVICES attached as Exhibit "A" hereto, CONSULTANT shall submit quarterly statements for Base Services and Optional Services rendered by CONSULTANT pursuant to this Agreement. Payments to CONSULTANT will be made by PUBLIC ENTITIES within thirty (30) calendar days of receipt of invoice. CITY and SUCCESSOR AGENCY each agree that CONSULTANT's billings are correct unless CITY or SUCCESSOR AGENCY, within ten (10) calendar days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event CITY or SUCCESSOR AGENCY disputes part or all of an invoice, CITY or SUCCESSOR AGENCY, as applicable, shall pay the undisputed portion of the invoice within the above mentioned thirty (30) calendar days.

Section 3. PROJECT COORDINATION AND SUPERVISION.

Lily Flyte, Finance Director for PUBLIC ENTITIES, is hereby designated as the PROJECT COORDINATOR for CITY and SUCCESSOR AGENCY and will monitor the progress and

execution of this AGREEMENT.

Section 4. LENGTH OF CONTRACT.

The term ("TERM") of this AGREEMENT shall commence on the EFFECTIVE DATE and will continue for a period of five (5) consecutive years, unless this AGREEMENT is otherwise terminated by CITY or SUCCESSOR AGENCY upon written notice pursuant to SECTION 16 of this AGREEMENT. Unless this AGREEMENT is otherwise terminated during the foregoing 5-year TERM, then upon the conclusion of the foregoing 5-year TERM, the TERM of this AGREEMENT shall automatically continue, without any action required by either PARTY, on a year-to-year basis unless this AGREEMENT is otherwise terminated by CITY or SUCCESSOR AGENCY upon written notice pursuant to Section 16 of this AGREEMENT.

Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed from CITY or SUCCESSOR AGENCY, any professional services performed by CONSULTANT in advance of the said date of authorization shall be considered as having been done at CONSULTANT's own risk and as a volunteer unless said professional services are so authorized.

Any delay occasioned by causes beyond the control of CONSULTANT may be reason for the granting of extension of time for the completion of the aforesaid services. When such delay occurs, CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing of the cause and the extent of the delay, whereupon the PROJECT COORDINATOR shall ascertain the facts and the extent of the delay and determine whether an extension of time for the completion of the professional services is justified by the circumstances.

Section 5. CHANGES.

If changes in the work seem merited by PUBLIC ENTITIES or CONSULTANT, and informal consultations with the other PARTY indicate that a change is warranted, it shall be processed by CITY or SUCCESSOR AGENCY in the following manner: a letter outlining the changes shall be forwarded to PUBLIC ENTITIES by CONSULTANT with a statement of estimated changes in fee or time schedule, if applicable. An amendment to the AGREEMENT shall be prepared by PUBLIC ENTITIES and executed, if approved, by all PARTIES before performance of such services or CITY and SUCCESSOR AGENCY will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this AGREEMENT.

Section 6. OWNERSHIP OF DOCUMENTS.

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT shall be considered the property of PUBLIC ENTITIES. CONSULTANT may retain such copies of said documents and materials as desired, but shall deliver all original materials to PUBLIC ENTITIES.

Section 7. AUDIT OF RECORDS.

7.1. At any time during normal business hours and as often as may be deemed necessary, CONSULTANT shall make available to a representative of PUBLIC ENTITIES for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY and/or SUCCESSOR AGENCY to audit, examine and/or reproduce such records.

CONSULTANT shall retain such financial and program service records for at least seven (7) years after termination or final payment under this AGREEMENT.

7.2. CONSULTANT shall include CITY's and SUCCESSOR AGENCY's rights under this Section in any and all of its subcontracts, and shall ensure that these Sections are binding upon all subcontractors.

Section 8. PUBLICATION OF DOCUMENTS.

Except as necessary for performance of service under this AGREEMENT, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this AGREEMENT shall be released by CONSULTANT to any other person or agency without CITY's or SUCCESSOR AGENCY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by PUBLIC ENTITIES, unless otherwise provided by written agreement between PUBLIC ENTITIES and CONSULTANT. After project completion, CONSULTANT may list the project and the general details in its promotional materials.

Section 9. COVENANT AGAINST CONTINGENT FEES FOR AWARD OF CONTRACT.

CONSULTANT declares that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this AGREEMENT, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the AGREEMENT. For breach of violation of this warranty, CITY and SUCCESSOR AGENCY shall each have the right to annul this AGREEMENT without liability, or, at its sole discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Section 10. NO ASSIGNMENTS.

Neither any part nor all of this AGREEMENT may be assigned or subcontracted, except as otherwise specifically provided herein, or to which CITY and SUCCESSOR AGENCY, in their respective sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

Section 11. INDEPENDENT CONTRACTOR.

At all times during the term of this AGREEMENT, CONSULTANT and any subcontractors employed by CONSULTANT shall be an independent contractor and shall not be an employee of the CITY or SUCCESSOR AGENCY. CITY and SUCCESSOR AGENCY shall each have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this AGREEMENT; however, CITY and SUCCESSOR AGENCY shall not have the right to control the means by which CONSULTANT accomplishes its services. Any provision in this AGREEMENT that may appear to give CITY or SUCCESSOR AGENCY the right to direct CONSULTANT or sub consultant as to the details of doing the work or to exercise a measure of control over the work, means that CONSULTANT shall follow the direction of the CITY or SUCCESSOR AGENCY as to end results of the work only.

Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which any CITY or SUCCESSOR AGENCY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CONSULTANT being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

Section 12. LICENSES, PERMITS, ETC.

CONSULTANT represents and declares to CITY and SUCCESSOR AGENCY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT represents and warrants to CITY and SUCCESSOR AGENCY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the TERM of this AGREEMENT, any license, permit, or approval which is legally required for CONSULTANT to practice its profession. CONSULTANT shall obtain and maintain a City of Imperial Beach business license during the TERM of this AGREEMENT.

Section 13. INSURANCE.

13.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by CONSULTANT, its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by PUBLIC ENTITIES's Risk Manager.

13.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY and SUCCESSOR AGENCY is entitled to thirty (30) calendar days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) calendar days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

13.3. Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

13.3.1. ☒ Commercial General Liability (CGL). If checked, CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

13.3.2. ☒ Commercial Automobile Liability. If checked, CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

13.3.3. ☒ Workers' Compensation. If checked, CONSULTANT shall maintain Worker's Compensation insurance for all of CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against CITY and SUCCESSOR AGENCY and their respective elected officials, officers, employees, agents and representatives.

13.3.4. ☒ Professional Liability. If checked, CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the SCOPE OF SERVICES; and (2) the policy will be maintained in force for a period of three years after substantial completion of the SCOPE OF SERVICES or termination of this AGREEMENT whichever occurs last. CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase CITY's or SUCCESSOR AGENCY's exposure to loss. All defense costs shall be outside the limits of the policy.

13.4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions are the sole responsibility of CONSULTANT and must be declared to and approved by PUBLIC ENTITIES. At the option of PUBLIC ENTITIES, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and SUCCESSOR AGENCY and their officers, officials, employees and volunteers, or (2) CONSULTANT shall provide a financial guarantee satisfactory to PUBLIC ENTITIES guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

13.5. Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

13.5.1. CITY and SUCCESSOR AGENCY and their officers, officials, employees, and representatives shall be named as additional insureds. CITY's and SUCCESSOR AGENCY's additional insured status must be reflected on additional insured endorsement form which shall be submitted to PUBLIC ENTITIES.

13.5.2. The policies are primary and non-contributory to any insurance that may be carried by CITY or SUCCESSOR AGENCY, as reflected in an endorsement which shall be submitted to PUBLIC ENTITIES.

13.6. Verification of Coverage. CONSULTANT shall furnish PUBLIC ENTITIES with original certificates and amendatory endorsements effecting coverage required by this Section 13. The endorsement should be on forms provided by PUBLIC ENTITIES or on other than PUBLIC ENTITIES's forms provided that those endorsements conform to PUBLIC ENTITIES's requirements. All certificates and endorsements are to be received and approved by PUBLIC ENTITIES before work commences. CITY and SUCCESSOR AGENCY each reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

13.7. Subcontractor Coverage. CONSULTANT shall also require each of its subcontractors to maintain insurance coverage that meets all the requirements of this AGREEMENT.

13.8. City and Successor Agency Options. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, CITY or SUCCESSOR AGENCY may either (1) immediately terminate this AGREEMENT, or (2) take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and subcontractors in regard to any functions or activity carried out by it or any of them on behalf of CITY or SUCCESSOR AGENCY pursuant to the terms of this AGREEMENT.

Section 14. CONSULTANT NOT AN AGENT.

Except as CITY or SUCCESSOR AGENCY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY or SUCCESSOR AGENCY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this AGREEMENT to bind CITY or SUCCESSOR AGENCY to any obligation whatsoever.

Section 15. INDEMNITY.

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY and SUCCESSOR AGENCY and their officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT or its employees, agents, and subcontractors in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify under this Section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the active or sole negligence or willful misconduct by CITY or SUCCESSOR AGENCY or their elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorneys' fees, costs or expense that CITY or SUCCESSOR AGENCY incurs or makes to or on behalf of an injured employee under CITY's or SUCCESSOR AGENCY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this Section, and that this Section will survive the expiration or early termination of this AGREEMENT.

Section 16. TERMINATION.

CITY or SUCCESSOR AGENCY may terminate this AGREEMENT at any time by giving ten (10) calendar days prior written notice to CONSULTANT of such termination, which notice shall specify the effective date of such termination. Upon such termination of this AGREEMENT, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of CITY or SUCCESSOR AGENCY, become the property of PUBLIC ENTITIES. If this AGREEMENT is terminated by CITY or SUCCESSOR AGENCY, as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this AGREEMENT, less payments of compensation previously made.

Should CONSULTANT be in default of any covenant or condition hereof, CITY or SUCCESSOR AGENCY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

Section 17. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY OR SUCCESSOR AGENCY setting forth the provisions of this non-discrimination clause.

Section 18. GENERAL CONDITIONS.

CONSULTANT shall provide no services for any private client within the corporate boundaries of CITY and SUCCESSOR AGENCY during the period that this AGREEMENT is in effect, nor shall CONSULTANT, without, previous written permission from the PROJECT COORDINATOR, review any plan, map or other work which to the best of CONSULTANT's knowledge has been submitted by a private client for which CONSULTANT has performed work within the previous twelve (12) months or anticipates performing work in the succeeding twelve (12) months. CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing whenever CONSULTANT has reason to believe that aforementioned circumstance exists. CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this AGREEMENT solely in the best interests of CITY and SUCCESSOR AGENCY.

Section 19. OFFICE SPACE AND CLERICAL SUPPORT.

CONSULTANT shall provide its own office space and clerical support at its sole cost and expense.

Section 20. SUBCONTRACTORS.

20.1. CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to this AGREEMENT is subject to prior approval by PUBLIC ENTITIES.

20.2. All contracts entered into between CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this AGREEMENT and for the duration of this AGREEMENT. CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by PUBLIC ENTITIES, which shall not be greater than the amounts required of CONSULTANT.

20.3. In any dispute between CONSULTANT and its subcontractor, CITY and SUCCESSOR AGENCY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. CONSULTANT agrees to defend and indemnify CITY and SUCCESSOR AGENCY as described in Section 15 of this AGREEMENT should CITY or SUCCESSOR AGENCY be made a party to any judicial or administrative proceeding to resolve any such dispute.

Section 21. CONFIDENTIAL RELATIONSHIP.

CITY and SUCCESSOR AGENCY may each from time to time communicate to CONSULTANT certain information to enable CONSULTANT to effectively perform the services pursuant to this AGREEMENT. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY or SUCCESSOR AGENCY, as applicable. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services pursuant to this AGREEMENT. The foregoing obligation of this Section 21, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this AGREEMENT without the prior written consent of CITY or SUCCESSOR AGENCY. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

Section 22. MEDIATION.

In the event of a dispute between CITY or SUCCESSOR AGENCY and CONSULTANT concerning the terms of this AGREEMENT or its performance, the PARTIES may, but are not required to, agree to submit such dispute to mediation. If both the PARTIES agree to mediation, CITY or SUCCESSOR AGENCY, as applicable, and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

Section 23. NOTICES.

All communications to a PARTY by another PARTY shall be deemed made when received by such PARTY at its respective name and address, as follows:

To CITY:

Attn: Lily Flyte, Finance Director
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

To SUCCESSOR AGENCY:

Attn: Lily Flyte, Finance Director
Imperial Beach Redevelopment Agency Successor Agency
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

To CONSULTANT:

Attn: Nichole Cone-Morishita, CFO
HdL Coren & Cone
120 S. State College Blvd.; Suite 200
Brea, CA 92821

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) business days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

Section 24. CALIFORNIA LAW; VENUE.

This AGREEMENT and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the County of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

Section 25. ENTIRE AGREEMENT.

This AGREEMENT, and its Exhibits, set forth the entire understanding of the PARTIES. There are no other understandings, terms or other agreements expressed or implied, oral or written. In the event there are conflicting provisions between this AGREEMENT and any Exhibits, this AGREEMENT's provisions shall take precedence. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES or their officers, agents, or employees shall be valid unless agreed to in writing by all PARTIES hereto.

Section 26. SEVERABILITY.

If any portion of this AGREEMENT is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this AGREEMENT shall continue in full force and effect.

Section 27. TIME IS OF ESSENCE.

Time is of the essence for each and every provision of this AGREEMENT that states a time for performance and for every deadline imposed by the PROJECT COORDINATOR.

Section 28. COMPLIANCE WITH LAW.

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this AGREEMENT.

Section 29. STATEMENT OF EXPERIENCE.

By executing this AGREEMENT, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the AGREEMENT in

a manner satisfactory to CITY and SUCCESSOR AGENCY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed services and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.

During the term of this AGREEMENT, CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of CITY or SUCCESSOR AGENCY. CONSULTANT shall at all times comply with the applicable terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before CITY or SUCCESSOR AGENCY in which CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for CITY or SUCCESSOR AGENCY.

CONSULTANT shall comply with all of the applicable reporting requirements of the Political Reform Act and local ordinance. Specifically, within thirty (30) calendar days of receiving notice from CITY or SUCCESSOR AGENCY that CONSULTANT has been determined by CITY or SUCCESSOR AGENCY to have a reporting requirement under the Political Reform Act, see Exhibit "B", CONSULTANT shall file Statements of Economic Interest with the City Clerk of CITY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk.

Section 31. RESPONSIBILITY FOR EQUIPMENT.

CITY and SUCCESSOR AGENCY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY or SUCCESSOR AGENCY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY and SUCCESSOR AGENCY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

Section 32. NO WAIVER.

No failure of CITY and SUCCESSOR AGENCY or the CONSULTANT to insist upon the strict performance by the other PARTY of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

Section 33. DRAFTING AMBIGUITIES.

Each of the PARTIES agrees that it is aware that it has the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is

the sole responsibility of each such PARTY. This AGREEMENT shall not be construed in favor of or against any PARTY by reason of the extent to which each PARTY participated in the drafting of this AGREEMENT.

Section 34. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each PARTY shall notify the other PARTIES immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

Section 35. EXHIBITS INCORPORATED.

Exhibits "A" through "B" are incorporated into this AGREEMENT by this reference.

Section 36. SIGNING AUTHORITY.

The representative for each PARTY signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other PARTIES hereto harmless if it is later determined that such authority does not exist.

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the day and year first hereinabove written.

“CONSULTANT”

HdL COREN & CONE,
a California corporation

Nichole Cone-Morishita, CFO

“CITY”

CITY OF IMPERIAL BEACH,
a California municipal corporation

Tyler Foltz, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jennifer M. Lyon, City Attorney

Lily Flyte, Finance Director

“SUCCESSOR AGENCY”

IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY,
a California public entity

Tyler Foltz, Executive Director

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jennifer M. Lyon, General Counsel

Lily Flyte, Finance Director

Exhibit “A”

SCOPE OF SERVICES

PROPERTY TAX MANAGEMENT, INFORMATION AND AUDIT SERVICES **SCOPE OF SERVICES**

Services provided include property tax management service, secured and unsecured parcel audits, budget projections, City and/or Successor Agency support, and bond fiscal analysis.

All services listed below are “Base Services” except where “Optional Services” and “Contingent Fee Services” are expressly identified.

Reports and Management Analyses¹

CONSULTANT (HdL Coren & Cone (HdLCC)) will provide the following reports for the benefit of the City and/or the Successor Agency. Reports are also available from prior years if required.

- A five-year history of the values within the City/Successor Agency and custom geographic areas as may be designated by the City/Successor Agency.
- A listing of the largest value changes, positive and negative between tax years.
- An annual parcel listing of properties with parcel number changes between tax years identifying parcel splits and combines.
- A listing of the major property owners, including the combined assessed values of their property and property use code designation for use by the City and for Successor Agency continuing disclosure reporting.
- A listing and summary of property transfers which occurred since the lien date ordered by month.
- A listing of parcels that have not changed ownership since the enactment of Proposition 13.
- A comparison of property within the Successor Agency by county use-code designation.
- A multiple year comparison of growth by use code designation over a 5-year period;
- A listing by parcel of new construction activity to identify non-residential parcels with new construction activity and to provide reports for use in the City's preparation of Proposition 4 and 111 State Appropriation Limit calculations.
- A listing of absentee owner parcels.
- Calculate an estimate of property tax revenue anticipated to be received for the current fiscal year by the Successor Agency based upon the initial information provided by the County and subject to modification. This estimate may be used for annual continuing disclosure purposes but shall not be used to secure the indebtedness of the Successor Agency without prior consent of HdL Coren & Cone;
- Analyses based on geo areas designated by the Successor Agency to include assessed valuations and square footage computations for use in economic analysis and community development planning.

¹ Reports are based upon property tax information obtained from your county and supplemented by additional information from third parties. Some reports are dependent upon the availability of county data in electronic format.

- Tracking of Proposition 8 reductions and restorations.
- Median sale price data for current year and prior years for comparison.
- One and five-year budget projections for the City and Successor Agency. This report is interactive for tax modeling.
- Annual Newsletter summary for public and elected distribution.

Successor Agency Services

Successor Agency Services for budgeting and Continuing Disclosure Reporting obligations include but are not limited to:

- Annual tax increment projections.
- Cash flow analysis for the Successor Agency by Project Area.
- Review of Redevelopment Obligation Payment Schedules (ROPS) as requested.
- Monitor the County distribution of tax-sharing revenues to the taxing entities of the former redevelopment agency.
- Coordinate, as needed, with the Auditor-Controller the relationship between the tax-sharing, debt service and other obligations of former redevelopment agency.
- Prepare, as requested, estimates of pass-through and residual revenue payments to the City and City sub-entities, if any.

Monthly/Quarterly Reports and System Updates

- A listing of property tax appeals filed on properties in the City/Successor Agency where data is available for purchase from the Clerk of the Board.
- A listing of property transfers that have occurred since the last report will be available through the web-based application and updated on a monthly basis.

Web-Based Application

- HdLCC provides a web-based application to clients as a user-friendly tool to access the City's property tax data. HdLCC provides updates to the data portion of the product on monthly basis to reflect changes in ownership, updated appeals filings, and deed recordings.
- As modifications and enhancements are made to the program, clients receive the enhanced version at no additional cost. Training will be provided to city staff within the first two months after the execution of the agreement for property tax management and audit services and is available annually for new staff members or staff requiring a refresher course. If additional training sessions are required, such services would be considered "Optional Services" and the hourly fees set forth in Section 2 of the Agreement for "Optional Services" will be charged.

Identification and Correction of Errors

HdL Coren & Cone has the technology, methodology and trained staff to analyze all secured parcels within the City/Successor Agency to identify costly errors resulting in the misallocation of property taxes.

The Company audits the secured and unsecured property tax rolls to ensure that each is coded to the appropriate taxing entity. The company performs an analysis of the Assessor Rolls to identify all parcels on both the secured and unsecured tax rolls and verify that parcel assessed valuations and the resulting taxes are correctly allocated to the City and to the Successor Agency. This analysis is accomplished through the use of specialized computer software, GIS maps, assessor maps, city maps, city records, other pertinent documents, and field investigations.

Services for the identification and correction of errors would be considered “Contingent Fee Services” and payment of fees for such Contingent Fee Services are on a contingent basis. As discussed in Section 2 of the Agreement, HdLCC shall receive 25 percent of general fund or tax increment property tax revenue or other revenues attributable to the City/Successor Agency recovered or reallocated which are directly or indirectly the result of an audit, analysis or consultation performed by HdLCC (including but not limited to base year value audits; administration of tax sharing agreements; tax increment allocation reviews; county allocation reviews). HdLCC shall separate and support said reallocation and provide the City/Successor Agency with an itemized invoice showing all amounts due as a result of revenue recovery or reallocation. The City/Successor Agency shall pay audit fees after HdLCC's submittal of evidence that corrections have been made by the appropriate agency. Payment to HdLCC shall be made within thirty (30) days after the City/Successor Agency receives its first remittance advice during the fiscal year for which the correction applies.

On-Going Consultation

During the term of the contract, we serve as the resource staff to the City/Successor Agency on questions relating to property tax. This includes being "on-call" to assist with any property tax issues. On-going consultation would include, but not be limited to inquiries resolved through use of the City/Successor Agency data base. All requests for information based upon the County's property tax data sets are provided without additional costs. Special reports, additional research, or requests requiring additional computer programming may be considered “Optional Services” and the hourly fees set forth in Section 2 of the Agreement for “Optional Services” will be charged.

Except for attendance at the annual meeting, which is included in the Base Services, attendance at City/Successor Agency meetings in excess of the annual meeting is considered “Optional Services” and the hourly fees set forth in Section 2 of the Agreement for “Optional Services” will be charged.

TIMELINE FOR DELIVERABLES BY CONSULTANT

July/August	Data available for purchase from counties
September 30	Data available on HdLCC's web-based property tax application
September/October	Unsecured audits performed and forwarded to county assessor
October	Appeals quarterly updates emailed in counties where the data is available
October-February	Delivery of preliminary property tax reports
January	Appeals quarterly updates emailed in counties where the data is available
January/February	General Fund Budget Projections
April	Appeals quarterly updates emailed in counties where the data is available
April/May	Final Books – Addendums emailed to clients
July	Appeals quarterly updates emailed in counties where the data is available

Ongoing

Secured and Unsecured Audits – City
Property sales reports
City and Successor Agency mid-year budget reviews and budget
projections
Analytical work at the request of clients
Monthly updates of database with property sale information

CONSULTANT CONFLICT OF INTEREST QUESTIONNAIRE

The City of Imperial Beach Conflict of Interest Code requires consultants who make or participate in the making of governmental decisions to disclose their personal assets that might be materially affected by their official actions. Such consultants are required to file a Statement of Economic Interests within 30 days of beginning their duties under the terms of a contract services agreement with the City, on an annual basis thereafter during the term of the contract, and within 30 days of completion of services. Your answers on the following questionnaire will help to determine whether a consultant's scope of duties includes the making or participating in the making of governmental decisions which may foreseeably have a material effect on the consultant's own financial interests. Such consultants' statements of economic interests may also provide information to help you determine whether a particular consultant should be disqualified from taking certain actions to avoid a conflict of interest.

The following questionnaire should be completed for every individual assigned to provide consulting services by the company identified below.

Consultant Name _____

Company Name _____

Project Description _____

Term of Service Begins _____ Ends _____

Administering Dept _____

SIGNED

DATE

A. Will the consultant assist in making governmental decisions relating to:				
1. Approval of a rate, rule or regulation?	Yes		No	
2. Adoption or enforcement of a law?	Yes		No	
3. Issuance, denial, suspension or revocation of any permit, license, application, certificate, approval, order, or similar authorization or entitlement?	Yes		No	
4. Recommendation to the agency to enter into, modify, or renew a contract?	Yes		No	
5. Granting agency approval of a contract to which the agency is a party, or to the specifications for such a contract?	Yes		No	
6. Granting agency approval to a plan, design, report, study, or similar item?	Yes		No	
7. Adoption or approval of policies, standards, or guidelines for the agency, or for any subdivision thereof?	Yes		No	
B. Will the consultant serve in a staff capacity with the agency and in that capacity perform the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code?	Yes		No	
C. Will the consultant manage public investments?	Yes		No	



City of Imperial Beach, California

OFFICE OF THE CITY MANAGER

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 423-8303 Fax: (619) 628-1395

CITY MANAGER DETERMINATION REGARDING CONSULTANT FILING CONFLICT OF INTEREST STATEMENT

Pursuant to the duly adopted City of Imperial Beach Conflict of Interest Code, this document shall serve as the written determination regarding the following consultant, the retention of whose services are under consideration by the City of Imperial Beach:

Name of Consultant	
Company Name	
Services to be Rendered	

Based upon review of the attached Consultant Conflict of Interest Questionnaire, it is hereby determined that:

_____ This consultant's duties are limited in scope and thus will not be required to fully comply with the disclosure requirements in the City's Conflict of Interest Code.

_____ This consultant's duties are significant in scope and thus will be required to comply with the disclosure requirements in the City's Conflict of Interest Code.

A Statement of Economic Interests shall be filed with the City Clerk's Department no later than 30 days after the City Council's approval of the contract services agreement.

The consultant's Statement of Economic Interests shall disclose all financial interests within the following disclosure categories, as delineated in the City's Conflict of Interest Code:

Signed:

Tyler Foltz
City Manager

Date

RESOLUTION NO. SA-25-97

RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES FOR THE SUCCESSOR AGENCY WITH HDL COREN & CONE (HDL COMPANIES) FOR PROPERTY TAX CONSULTING AND AUDIT SERVICES AND AUTHORIZING THE EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO EXECUTE THE AGREEMENT

WHEREAS, the City Council of the City of Imperial Beach ("City") adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Health and Safety Code Part 1.85, electing for the City to serve as the successor agency to the former Imperial Beach Redevelopment Agency upon the dissolution of the former Redevelopment Agency on February 1, 2012 under AB x1 26 ("Successor Agency"); and

WHEREAS, the Imperial Beach Redevelopment Agency Successor Agency desires to engage the professional services of HdL Coren & Cone (HdL Companies) for property tax consulting and audit services; and

WHEREAS, the Imperial Beach Redevelopment Agency Successor Agency wishes to enter into a five-year agreement with HdL Companies for such services; and

WHEREAS, the services will be provided at a base cost of \$8,910 per year, subject to annual adjustment based on the California Consumer Price Index (CCPI); and

WHEREAS, the total annual cost of services under the agreement will be shared equally (50/50) between the City of Imperial Beach and the Imperial Beach Redevelopment Agency Successor Agency; and

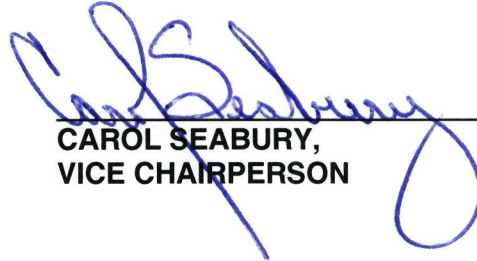
WHEREAS, the Imperial Beach Redevelopment Agency Successor Agency desires to enter into a consulting agreement with HdL Companies in accordance with the terms expressed in the proposed contract for Professional Services; and

NOW, THEREFORE, BE IT RESOLVED by the Imperial Beach Redevelopment Agency Successor Agency, as follows:

1. The foregoing recitals are true and correct and are a substantive part of this Resolution.
2. The Successor Agency Board of Directors hereby approves the Professional Services Agreement with HdL Companies for property tax consulting and audit services. The Executive Director of the Successor Agency, or their designee, is authorized to execute the Agreement on behalf of the Successor Agency.
3. This Resolution shall take effect upon the date of its adoption.

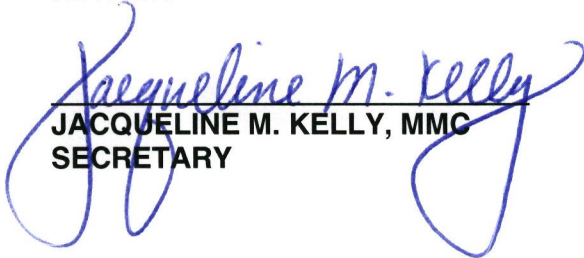
PASSED, APPROVED, AND ADOPTED by the Imperial Beach Redevelopment Agency
Successor Agency at its meeting held on the 6th day of August 2025, by the following vote:

AYES:	BOARDMEMBERS:	MCKAY, LEYBA-GONZALEZ, FISHER, SEABURY
NOES:	BOARDMEMBERS:	NONE
ABSENT:	BOARDMEMBERS:	NONE



**CAROL SEABURY,
VICE CHAIRPERSON**

ATTEST:



**JACQUELINE M. KELLY, MMC
SECRETARY**



COUNTY OF SAN DIEGO

AGENDA ITEM

COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

BRIAN HAGERTY

REBECCA JONES

JESSE ROBLES

SCOTT BUXBAUM

DANIEL TROY

SAMUEL MERRILL

CORINNE WILSON

DATE: September 18, 2025

02

TO: Countywide Redevelopment Successor Agency Oversight Board

SUBJECT: APPROVAL OF A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING FISCAL YEAR 2025-2026 SPECIAL LIABILITY INSURANCE PROGRAM (SLIP) FOR THE COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

SUMMARY:

Overview

At the request of the Oversight Board, County staff obtained Special Liability Insurance Program (SLIP) coverage in 2019. The purpose of the coverage is to protect Oversight Board members from damages and defense costs resulting from claims against appointed officials. Claims of this nature typically fall into the category of alleged wrongful acts in the performance of duties for a public entity.

Staff returns to the Oversight Board at this meeting with a renewal proposal anticipated from Alliant Insurance Services, Inc. The categories of insurance to be provided include personal injury (bodily injury and property damage) and public officials errors and omissions. The coverage amount for personal injury and public officials errors and omissions is anticipated to be similar to previous years in the approximate amount of \$7,000,000 per occurrence. The annual premium and applicable fees total are anticipated to equal an amount up to \$11,100.00 which are considered oversight board administrative expenses eligible for reimbursement under Health and Safety Code section 34179(c) which states, "The oversight board may direct the staff of the successor agency to perform work in furtherance of the oversight board's and the successor agency's duties and responsibilities under this part. The successor agency shall pay for all of the costs of meetings of the oversight board and may include such costs in its administrative budget. Oversight board members shall serve without compensation or reimbursement for expenses."

SUBJECT: APPROVAL OF FY 2025-26 SPECIAL LIABILITY INSURANCE PROGRAM (SLIP) AND AUTHORIZATION TO SEEK REIMBURSEMENT FOR RELATED EXPENSES IN ACCORDANCE WITH HEALTH AND SAFETY CODE

Recommendation

1. Approve the purchase of a Special Liability Insurance Program (SLIP) policy renewal through Alliant Insurance Services, Inc. of a purchase amount up to \$11,100.00 and authorize County staff to seek reimbursement for related expenses in accordance with Health & Safety Code regulations.

Fiscal Impact

Funds for this oversight board administrative request are available through distributions of Fiscal Year 2025-26 Redevelopment Property Tax Trust Fund revenues, as permitted under Health & Safety Code section 34179(c). There will be no fiscal impact to the County's General Fund, and no additional staff years required.

BACKGROUND:

On May 20, 2025, the Fiscal Year 25-26 Pre-Renewal Application packet was completed by County staff to engage interest to similar terms and continue the existing Special Liability Insurance Program (SLIP) policy. The purpose of the coverage is to protect Oversight Board members from damages and defense costs resulting from claims against appointed officials. Claims of this nature typically fall into the category of alleged wrongful acts in the performance of duties for a public entity.

County staff are working to obtain a policy proposal through Alliant Insurance Services, Inc., a qualified and licensed insurance broker used by the County for locating specialized insurance coverage. Oversight Board counsel will review the proposed policy to ensure the terms to be satisfactory and in accordance with this Agenda Item. The Oversight Board approved purchase of the prior year policy at its September 19, 2024 regular meeting.

This policy is available for annual renewal upon approval from the Oversight Board. County staff return at this meeting for review and approval, including pricing and policy coverage information.

Respectfully submitted,



STEVE LOCKETT
Deputy Director, EDGA

ATTACHMENTS

A – Resolution OB-2025-22

SUBJECT: APPROVAL OF FY 2025-26 SPECIAL LIABILITY INSURANCE PROGRAM (SLIP) AND AUTHORIZATION TO SEEK REIMBURSEMENT FOR RELATED EXPENSES IN ACCORDANCE WITH HEALTH AND SAFETY CODE

AGENDA ITEM INFORMATION SHEET

PREVIOUS RELEVANT BOARD ACTIONS:

September 19, 2024 (02), Approval of FY 2024-2025 Special Liability Insurance Program (SLIP);
September 21, 2023 (01), Approval of FY 2023-2023 Special Liability Insurance Program (SLIP);
September 15, 2022 (01), Approval of FY 2022-2023 Special Liability Insurance Program (SLIP);
October 21, 2021 (02), Approval of FY 2021-2022 Special Liability Insurance Program (SLIP)

MANDATORY COMPLIANCE:

N/A

CONTACT PERSONS:

Steve Lockett

Name

619-984-0697

Phone

Steve.Lockett@sdcounty.ca.gov

E-mail

Matthew Ostlund

Name

619-929-6662

Phone

Matthew.Ostlund@sdcounty.ca.gov

E-mail

A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING FISCAL YEAR 2025-2026 SPECIAL LIABILITY INSURANCE PROGRAM (SLIP) FOR THE COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

WHEREAS, the Countywide Redevelopment Successor Agency Oversight Board (“Oversight Board”) has been established to direct the county Successor Agencies to take certain actions to wind down the affairs of the Redevelopment Agencies in accordance with California Health and Safety Code; and

WHEREAS, certain actions taken by the Oversight Board may result in legal claims regarding alleged wrongdoing in the performance of the required duties of public officials; and

WHEREAS, the Oversight Board has expressed interest in the renewal policy coverage of a Special Liability Insurance Program (SLIP) that provides coverage against damages and defense costs arising from such claims; and

WHEREAS, the County staff anticipates an estimated proposal from Alliant Insurance Services, Inc. based on Fiscal Year 2025-26 Policy providing such coverage for an annual amount of up to \$11,100.00 in premiums and related fees, reimbursable from Redevelopment Property Tax revenues under Health and Safety Code section 34179(c) as an allowable oversight board administrative expense.

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board that purchase of the Special Liability Insurance Program (SLIP) insurance policy for Fiscal Year 2025-2026 is approved based on the new policy provisions and that the annual premium and applicable fees are up to \$11,100.00. Oversight Board staff is hereby authorized to seek reimbursement in the amount of premiums and related fees as described in this resolution.

PASSED AND ADOPTED by the Oversight Board at a duly noticed meeting of the Oversight Board held on September 18, 2025.

Approved as to Form and Legality
By Steven T. Mattas, Oversight Board Counsel

Scott Buxbaum
Chair, Oversight Board