



PROPOSAL FOR THE

**MOUNTAINS RECREATION AND
CONSERVATION AUTHORITY**

TO PROVIDE

**PROFESSIONAL CONSULTING,
ENGINEER OF WORK, LEVY
ADMINISTRATION AND
CONTINUING DISCLOSURE
SERVICES**

FOR THE

**SANTA MONICA MOUNTAINS OPEN SPACE
PRESERVATION ASSESSMENT DISTRICTS**

SUBMITTED BY

SCIConsultingGroup

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January 29, 2015

Jeff Maloney
Mountains Recreation and Conservation Authority
Los Angeles River Center & Gardens
570 West Avenue Twenty-six, Suite 100
Los Angeles, CA 90065

Re: Proposal for providing Professional Consulting, Engineer of Work and Levy Administration of the Open Space Preservation Assessment Districts

Dear Jeff:

SCI Consulting Group ("SCI") is pleased to submit, for your review, the enclosed proposal and services agreement to serve as the Engineer of Work and provide professional consulting, levy administration and continuing disclosure services for the Mountains Recreation and Conservation Authority.

The scope of services within this proposal includes all tasks required for the year-round administration of the Open Space Preservation Assessment Districts for the Mountains Recreation and Conservation Authority, as well as other value-added services such as comprehensive property base auditing and levy accuracy confirmation on a parcel by parcel basis to ensure that the Authority receives the maximum possible revenues, a historical review of levy submittals and updating of the current roll data with the final closing roll for the upcoming fiscal year. Moreover, SCI will provide our comprehensive services in a manner that limits the time and resources of the Authority.

Several recent court decisions have provided important legal guidance for benefit assessments and Proposition 218. In addition to the proposed assessment administration services, SCI will utilize our professional expertise and the collective input from numerous Proposition 218 specialized attorneys throughout the State to review and, if necessary, update the Engineer's Report and assessment methodology to be responsive to recent legal direction for benefit assessments.

Enclosed are two copies of the Agreement for assessment administration services. If the Agreement meets with your approval, please sign and return a copy to us and retain the additional copy for your records.

Sincerely,

Jeanette Hynson
Consultant

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INTRODUCTION

SCI Consulting Group ("SCI") is pleased to offer our professional consulting, engineering and levy administration services to the Mountains Recreation and Conservation Authority, Santa Monica Mountains Open Space Preservation Assessment Districts ("Assessment Districts"). SCI understands that the assessment revenues need to be annually reauthorized and collected in a manner that is legally compliant, accurate and efficient. We also have witnessed that if such assessment administration services are not performed with a comprehensive, intensive and professional approach that includes annually identifying every parcel that should be subject to the assessments and recalculating and verifying the specific amount of assessment for each parcel in the Assessment Districts, the assessment revenues received by the Authority will not be maximized.

Specifically, our annual scope of services, which will maximize the revenues from the assessments, minimize the Authority's time and resources needed, and maximize the legal defensibility of the assessments will include:

- Initial planning, property research and assistance with preparation of improvement/service plans and budgets.
- Acquisition of current property data from the County Assessor, other real property information vendors and title companies, comparison of the Assessor data with other property data sources and data accuracy validation services.
- Maximizing assessment revenues and accuracy with custom, hands-on identification of all parcels within the Assessment Districts boundaries and determination of the updated and current property characteristics for each parcel within the Assessment Districts boundaries.
- Maximizing assessment revenues and accuracy by using advanced Geographical Information Systems and parcel layers to confirm that all parcels are included within the assessment rolls.
- Maximizing assessment revenues through comprehensive research and confirmation of all levies on a parcel-by-parcel basis. These services have proven to maximize revenues for every public agency for which we have provided levy administration services.
- Minimizing Authority time and resources by handling most tasks related to the administration and collection of the assessments.
- Periodic meetings and conferences with Authority staff to review findings, property base, budgets, and other relevant items.
- Preparation of the annual Engineer's Report for the Assessment Districts. These reports will meet all legal requirements and will provide continued justification for the levies, budgets for levy expenditures by expenditure type, and specific levies for each parcel.

- Preparation of legal notices, resolutions, staff reports and Authority Board review items.
- Acquisition of the final lien date Tax Collector's property roll for all parcels to be included on the tax roll for the upcoming fiscal year.
- Each year, a full second round of research, identification and validation of all new and existing parcels within the Assessment Districts boundaries to conform to the final Tax Collector's parcel roll for all parcels to be included on the upcoming fiscal year tax roll.
- A full second round of identification of all parcels for which the property characteristics have changed (such as newly developed properties).
- Each year, a full second round of recalculation and confirmation of the final upcoming fiscal year's assessment amount for every parcel within the Assessment Districts boundaries.
- Submittal of the final assessment rolls to the County Auditor/Tax Collector and verification of the final assessment amounts for each parcel to be included on tax bills.
- Levy collection reports and confirmation of the accuracy of the Auditor's Tax Roll for each levy.
- Directly responding on our toll-free taxpayer assistance line to property owner inquiries year round regarding the assessments for their property, the basis for the assessments, the services funded or other questions.
- Providing a program developed specifically for the Authority that provides easy access and reporting of special assessment and property information.
- Assistance with the administration and collection of the assessment revenues.
- Reapportionment of assessments for new or merged parcels.
- Calculation and processing of prepayments, including recordation of release of liens.
- Continuing disclosure services for the bondholders.

OTHER SCI SERVICES

SCI provides many comprehensive services to public agencies, such as funding mechanisms, revenue enhancement studies and financial planning services. The list below includes some of these services.

- **Ballot Measures**
 - Assessment District Formation
 - Special Tax Election
 - Property Related Fees Formation
 - Mello-Roos Community Facilities District Formation
 - Special Levy Administration Services

- **Opinion Research and Revenue Measure Feasibility Analysis**

- **Public Finance Programs and Alternatives**
 - LAFCo Annexations and New District Formations
 - Compliance with Proposition 218
 - Continuing Disclosure & Dissemination Services
 - Administrative Systems and Custom Software Solutions
 - Parcel Audits and Tax Base Certification

- **Planning Services**
 - Facilities Master Plans
 - Developer Fee Studies
 - School Fee Facility Plans
 - School Facility Needs Analysis
 - Developer Negotiations and Full Mitigation Fees
 - Attendance Boundary Studies
 - Demographic Studies
 - Quimby and Impact Fees
 - Cost of Service Analysis and Fee Justification
 - Land Planning and Real Estate Services

For more information, please visit www.sci-cg.com

TENTATIVE PROJECT TIMELINE

Following is a draft timeline for the annual levy administration. SCI can meet this timeline; however, the Authority can also modify it as needed.

<u>TENTATIVE DATE</u>	<u>TASKS TO BE COMPLETED (PARTIAL LIST)</u>
April 30 th , 2015	Determine original parcels no longer conform to current parcels.
May 18 th , 2015	File Amended Assessments Reports and Amended Diagrams with Authority. File annual Engineer's Reports.
June 3rd, 2015	MRCA BOD adopts Resolution Ordering Amended Assessment. MRCA BOD adopts Resolution Preliminarily Approving Amended Assessment and Ordering Hearing Protest. MRCA BOD adopts Resolution of Intention to Levy Annual Maintenance Assessments.
June 15 th & 22 nd , 2015	Publish Notice of Hearing on Amended Assessments <i>(two times, first publication at least 15 days prior to Public Hearing)</i> .
June 15 th , 2015	Publish Notice of Public Hearing on Annual Maintenance Assessments <i>(must occur at least 10 days prior to Public Hearing)</i> .
July 1st, 2015	Reapportionment Public Hearing. MRCA BOD adopts Resolution Confirming Amended Assessments. Public Hearing on Annual Maintenance Assessment. MRCA BOD adopts Resolution Adopting Engineer's Report, Confirming the Annual Levy of Maintenance Assessments.
July 30 th , 2015	File Amended Assessment Diagram and Notice of Amended Assessment with County Recorder.
August 5 th , 2015	Submit FY 2015-16 Assessments to County Auditor.

It is understood that all regular meetings of the Authority Board are on the 1st Wednesday of each month.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made on _____, 2015, between the Mountains Recreation and Conservation Authority, a public agency, ("Authority") and SCI Consulting Group ("Consultant" or "SCI"), a California Corporation, who agree as follows:

- 1. Scope of Work.** Consultant shall perform the work and render the services described in the attached Exhibit A and incorporated herein (the "Work"). Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.
- 2. Payment.**
 - a.** In exchange for the Work, Authority shall pay to Consultant a fee for completed phases of Work as described in Exhibit B. The total fee for the Work shall not exceed amounts set forth in Exhibit B. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by Authority. Consultant's fee shall include all of Consultant's costs and expenses related to the Work.
 - b.** At the completion of each phase of Work, Consultant shall submit to Authority an invoice for the Work performed during the preceding month. If the Work is satisfactorily completed and the invoice is accurately computed, Authority shall pay the invoice within 30 days of its receipt.
- 3. Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.
- 4. Conflict of Interest.** Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) in the performance of the Work under this Agreement no person having any such interest shall perform any portion of the Work.
- 5. Insurance.**
 - a. Types & Limits.** Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	\$1,000,000 per claim

- b. Other Requirements.** The general liability policy(ies) shall be endorsed to name Authority, its officers and employees as additional insureds regarding liability arising out of the Work.
- c. Proof of Insurance.** Upon request, Consultant shall provide to Authority proof of insurance.
- 6. Indemnification.** Consultant shall indemnify, defend, protect, and hold harmless Authority, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of Consultant's performance of the Work and caused by willful misconduct of or by Consultant or its employees, agents and subcontractors.
- 7. Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
- 8. Independent Contractor.** Consultant's relationship to Authority is that of an independent contractor.
- 9. Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of Authority.
- 10. No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
- 11. Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.
- 12. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 13. Default.** In the event that Consultant defaults in the obligations of Consultant under this Agreement, or Consultant defaults in the performance of the terms and conditions of this Agreement, Authority may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a.) enforce performance of the Agreement by Consultant; or b.) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by Consultant through the date of the termination.

14. Cancellation. Authority or Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for all Work performed by Consultant through the date of the notification of cancellation.

15. Attorney's Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

16. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

Public Agency:

Mountains Recreation and Conservation Authority
Los Angeles River Center & Gardens
570 West Avenue Twenty-six, Suite 100
Los Angeles, CA 90065

Consultant:

John Bliss, Vice President
SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided above.

Accepted:

Mountains Recreation and Conservation Authority

Date

Accepted:

John Bliss, Vice President
SCI Consulting Group

Date

EXHIBIT A – SCOPE OF WORK

Purpose: The purpose of this contract is to outline the responsibilities SCI Consulting Group would assume throughout each fiscal year in serving as Engineer of Work and providing assessment administration services, reapportionment services and continuing disclosure services for the Mountains Recreation and Conservation Authority, Santa Monica Mountains Open Space Preservation Assessment Districts.

Definitions:

Authority:	Mountains Recreation and Conservation Authority, its staff and board.
Assessment Districts:	Mountains Recreation and Conservation Authority, Santa Monica Mountains Open Space Preservation Assessment District No.1 and No. 2.
SCI or Engineer:	SCI Consulting Group, and any and all employees and subcontractors.
Administration:	Services related to the determination, levy and collection of tax or assessment revenues.

1. Special Levy Administration Services

- a. Meet with Authority staff, Authority Board, legal counsel and other individuals as needed to establish timeline, assist with development of budgets, review assessment data, and accomplish other tasks related to administration of the assessments.
- b. Obtain current assessor data from the County Assessor and other sources for all parcels within the Assessment Districts boundaries.
- c. From Assessor records, determine the number of parcels in each land use category, excluding nontaxable parcels.
- d. Obtain copies of Assessor Parcel Maps as required.
- e. Meet with Authority staff, property owners, County Assessor staff and other parties as needed to obtain information or verify assessments.
- f. Update and maintain a database for each parcel within the Assessment Districts boundaries. The data for each parcel will include the parcel number, owner name(s), site address, mailing address, property values, parcel type, assessment district, acquisition area, assessment, notes and other useful or relevant data.
- g. Research changes in property data, property usage, property valuations and assessment changes from the previous year for all parcels within the Assessment Districts. Flag all parcels that require property research to determine the appropriate assessment.
- h. Research those properties that are flagged for research as well as those parcels or areas designated by Authority staff as requiring further research.

- i. Using the established assessment methodology, allocate the estimated cost of improvements and expenses to all parcels within the boundaries of the Assessment Districts.
- j. Compare the assessment amount calculated for each parcel with the assessment roll for prior year and re-verify assessments for all parcels for which the assessment amount has changed.
- k. Prepare reports of parcels with usecode changes from the previous fiscal year to the current fiscal year and verify the assessments for such parcels.
- l. Prepare reports of new and deleted parcels from the previous fiscal year to the current fiscal year and verify the assessments for new parcels.
- m. Utilize other real property data information services to obtain additional property information, and to verify and confirm assessments.
- n. Run custom-developed queries on the assessment roll to verify and check assessment accuracy for all parcels.
- o. Prepare Assessment Rolls listing parcel number, owner name, property address, and assessment amount for each Assessor Parcel within the Assessment Districts. Print Assessment Roll sorted by Assessor Parcel Number and owner's name.
- p. Prepare comprehensive Engineer's Reports that meet the legal requirements imposed by Municipal Improvement Act of 1913 (the "1913 Act"), the Improvement Bond Act of 1915 (the "1915 Act"), Article XIID of the California Constitution (Proposition 218) and/or other applicable statutes related to the specific Assessment District. The Reports shall include, but shall not be limited to, introduction and overview, plans and specifications, description of the Assessment District, budget and cost estimates, evaluation of special benefits from the assessments, method of apportionment, benefit rates, certifications, fund balances and other relevant information.
- q. File Engineer's Report with Authority Secretary.
- r. Attend the Authority Board meeting at which the Public Hearing is held and the Engineer's Report is approved, and other Board meetings as needed.
- s. Present the Assessment Roll to Authority Board, summarize the assessment methodology, answer all questions raised and assist in finalizing the project for Board approval.
- t. Develop and make available to the Authority an Online Parcel Locator assessment administration software program that will allow Authority staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.
- u. Meet the County Auditor assessment roll submission requirements and perform tasks needed to submit the assessment levies.
- v. Prepare State Board of Equalization (SBE) list of assessed public utility parcels.
- w. File approved assessment roll, SBE list, Assessment Roll and Assessment Diagram with the County Auditor for inclusion of assessments on the upcoming fiscal year tax bills.
- x. Verify and validate the County Auditor's levy data prior to the printing of tax bills.

- y. Submit ten copies of final Engineer's Report and one bound copy including Assessment Roll to Authority.
- z. Provide the County Auditor with our toll-free 800 phone number so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding specific assessment levies, procedures and any other issues.
- aa. Throughout the fiscal year, research and, if necessary, revise any assessments which property owners consider to be based upon incorrect information being used to apply the method of assessment.
- bb. Directly and promptly respond to any property owner inquiries.
- cc. Provide reports coinciding with the performance of the annual administration. These reports will include a detail of the amounts submitted to the levy or hand billed for collection, details of delinquent assessments, assessment adjustments, collections, and assessed valuation.
- dd. Calculate and provide payoff of bonded assessments as requested from property owners. Prepare and record release of liens for parcels that have paid assessment liens in full.
- ee. Provide other appropriate administrative services throughout the fiscal year.

2. Reapportionment of Bonded Assessments

- a. Research and identify retired parcels and identify all new parcels for which the bonded assessment liens have not been applied.
- b. Reapportion assessments and assessment liens on retired parcels to new parcels.
- c. Prepare amended assessment reports and amended Assessment Diagrams and file with Authority.
- d. Prepare MRCA board resolutions, staff reports and notices for the Authority as they pertain to the reapportionment of bonded assessments.
- e. Publish Notices of Hearing on amended assessments and the reapportionments.
- f. File amended Assessment Diagram and Notice of Amended Assessment with Los Angeles County Recorder.

3. Continuing Disclosure & Dissemination Agent:

- a. Confirm the name and address of each Nationally Recognized Municipal Securities Information Repository (NRMSIR) and each Repository designated by the State of California as a State Repository and recognized as such by the Securities Exchange Commission, if any.
- b. Provide to each NRMSIR and each State Repository Continuing Disclosure Reports consistent with the requirements of Section 4 of the Disclosure Certificate and SEC Rule 15c2-12 no later than January 31, of each year.

- c. Report significant events pursuant to Section 5 of the Continuing Disclosure Certificate when notified by the Authority of occurrence of such an event. File notice of such occurrence with the Municipal Securities Rulemaking Board and each State Repository, if any. SCI shall not be responsible for determining if significant events would be material under applicable Federal securities law.
- d. File a report with the Authority certifying whether the Reports have been provided pursuant to the Continuing Disclosure Certificate and SEC Rule 15c2-12. This filing report shall state the date the Reports were provided and list all the Repositories to which they were provided.
- e. If SCI is unable to provide the Reports by the required date, SCI shall send notice to the Municipal Securities Rulemaking Board and each State Repository in the form attached as Exhibit A to the Continuing Disclosure Certificate.
- f. Obtain delinquency data from the County Auditor for delinquent parcels within the two Assessment District boundaries.
- g. Track delinquency rates and any impact to Assessment District proceeds.
- h. With Authority staff, review delinquency data and determine if additional steps are warranted for delinquency management.
- i. To the extent needed, coordinate approach for recovering delinquent proceeds with Authority staff and counsel.
- j. Periodically report to Authority staff regarding current delinquency status
- k. Include delinquency status in the Continuing Disclosure Reports as required by the Continuing Disclosure Certificate.

4. Additional Services Included

- a. Computer services to convert and compile Assessor data into database format and computer services to format and submit levy data for the County Auditor.
- b. Duplication of up to 10 copies of the Engineer's Report and Assessment Diagram.
- c. Computer services to convert assessment data into format required by the County Auditor.

EXHIBIT B – COMPENSATION

In consideration for the performance of the Scope of Work, Engineer shall be compensated as follows:

Open Space Preservation Assessment District No. 1

1. For fiscal year 2015-16:
 - a. For performance of the Special Levy Administration Services and Responding to Public Inquiries:
 1. The sum of \$8,500 shall be due on December 15, 2015.
 2. The sum of \$8,000 shall be due on March 15, 2016.
 - b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,100 shall be due on August 15, 2015.
 - c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,500 shall be due on upon filing the Continuing Disclosure Reports with the required NRMSIRs.
2. For fiscal year 2016-17:
 - a. For performance of the Special Levy Administration Services and Responding to Public Inquiries:
 1. The sum of \$8,500 shall be due on December 15, 2016.
 2. The sum of \$8,000 shall be due on March 15, 2017.
 - b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,100 shall be due on August 15, 2016.
 - c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,500 shall be due on upon filing the Continuing Disclosure Reports with the required NRMSIRs.
3. For fiscal year 2017-18:
 - a. For performance of the Special Levy Administration Services and Responding to Public Inquiries:
 1. The sum of \$8,500 shall be due on December 15, 2017.
 2. The sum of \$8,000 shall be due on March 15, 2018.
 - b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,100 shall be due on August 15, 2017.
 - c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,500 shall be due on upon filing the Continuing Disclosure Reports with the required NRMSIRs.

Open Space Preservation Assessment District No. 2

1. For fiscal year 2015-16:
 - a. For performance of the Special Levy Administration Services and Responding to Public Inquiries:
 1. The sum of \$8,500 shall be due on December 15, 2015.
 2. The sum of \$8,000 shall be due on March 15, 2016.
 - b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,100 shall be due on August 15, 2015.
 - c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,500 shall be due on upon filing the Continuing Disclosure Reports with the required NRMSIRs.
2. For fiscal year 2016-17:
 - a. For performance of the Special Levy Administration Services and Responding to Public Inquiries:
 1. The sum of \$8,500 shall be due on December 15, 2016.
 2. The sum of \$8,000 shall be due on March 15, 2017.
 - b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,100 shall be due on August 15, 2016.
 - c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,500 shall be due on upon filing the Continuing Disclosure Reports with the required NRMSIRs.
3. For fiscal year 2017-18:
 - a. For performance of the Special Levy Administration Services and Responding to Public Inquiries:
 1. The sum of \$8,500 shall be due on December 15, 2017.
 2. The sum of \$8,000 shall be due on March 15, 2018.
 - b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,100 shall be due on August 15, 2017.
 - c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,500 shall be due on upon filing the Continuing Disclosure Reports with the required NRMSIRs.

Incidental costs for the acquisition of assessor and property data and other out-of-pocket expenses required for levy administration shall be billed as incurred, with total costs not to exceed \$4,100 per fiscal year, without prior authorization from MRCA. (It should be noted that the majority of this incidental cost is for the required published legal notices.)

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.