PROPOSAL FOR THE

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

TO PROVIDE

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

FOR THE

SANTA MONICA MOUNTAINS OPEN SPACE PRESERVATION ASSESSMENT DISTRICTS

JANUARY 2018

SUBMITTED BY

SCIConsultingGroup 4745 MANGELS BOULEVARD FAIRFIELD, CALIFORNIA 94534 PHONE 707.430.4300 FAX 707.430.4319 www.sci-cg.com (This page intentionally left blank.)



January 22, 2018

James Wharton-Hess Public Affairs and Contracts Coordinator Mountains Recreation and Conservation Authority 570 West Avenue 26, Suite 100 Los Angeles, CA 90065

Dear James:

SCI Consulting Group is pleased to submit, for your review, the enclosed proposal to continue to serve as the Engineer of Work and provide levy administration services for the Mountains Recreation and Conservation Authority ("Authority") benefit assessment districts, as well as professional consulting services related to the administration and management of these annual levies, and to ensure the continued accurate and efficient collection of these important revenues.

As the Authority's current levy administrator for the past 15 years, we understand that the Authority's special levies provide vital funding for your continued services, operations and bond payments. We also understand that the Authority is seeking to continue to retain the services of a professional assessment engineering and levy administration firm to ensure the ongoing accurate, legally compliant, and efficient collection of these important revenues. We are confident that we are the firm best suited to provide these services.

The annual continuance of the Authority's assessments involves important technical, procedural elements and legal requirements each year, including the crucial component of a strong Engineer's Report justifying the assessments which must be authored annually by a professional engineer licensed in the State of California. One of the most important considerations for the Authority should be the ability of your professional assessment engineering firm to maximize the justification for your assessments, and maximize their ongoing legal defensibility. This is particularly important as Proposition 218 legal compliance continues to be modified by the courts.

We look forward to the opportunity to meet with the Authority to further demonstrate why we are best suited to provide these services. In the meantime, please contact me if you would like to discuss any aspects of our proposal. I can be reached at (707) 430-4300 or by e-mail at Jeanette. Hynson@sci-cg.com.

Sincerely,

MSM

Jeanette Hynson Senior Consultant

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FIRM QUALIFICATIONS

UNDERSTANDING OF THE AUTHORITY SCI Consulting Group is the only firm which has formed all of the current assessment districts for the Authority. Moreover, we have served as the Assessment Engineer of Record for the Authority since 2002. Our level of understanding of the Authority and the assessments is clearly unmatched.

EXPERIENCE WITH SIMILAR POST-218 ASSESSMENTS SCI Consulting Group has successfully created over 30 agency-wide post Proposition 218 assessments for parks and recreation facilities in California that are very similar to the Authority's assessments. To our knowledge, there have been very few agency-wide post Proposition 218 parks assessments successfully formed by other firms. In addition, SCI has successfully formed over 300 post Proposition 218 Landscaping and Lighting assessments for neighborhoods and zones. These neighborhood area assessments are much easier to form and have less legal risk, and so are not directly comparable to the district-wide assessment, but still must meet all ongoing legal and procedural requirements. Clearly, SCI has more experience with post-218 agency wide park and recreation assessments than all other firms in the State combined. We firmly believe in, and are happy to provide further evidence of, our unmatched expertise and ability to justify the continued legally compliant collection of the Authority's benefit assessments.

CONTINUITY OF STAFF AND FIRM SCI has been providing assessment engineering and levy administration services to public agencies for over 30 years, exclusively focused on these highly specialized services. Our staff and firm have unmatched continuity. SCI has retained the same management and service area focus for its entire 30 years of service.

LEGAL DEFENSIBILITY As the firm that created the Authority's assessment methodology and justification, SCI have the unmatched ability to continue to justify and support the assessments. If another engineer were to assume this important assessment engineering responsibility, we offer that he/she would not be as qualified or capable of defending the assessment methodology because they did not design it.

UNMATCHED RECORD OF RECOVERED REVENUES In nearly every case to date in which SCI began administering assessments, taxes, fees or charges previously handled by another firm, we have uncovered additional revenues due to incorrect or missing calculations by the previous levy administrator. These results, which are discussed in this proposal, should serve to demonstrate the level of effort we devote to this important role.

PROVEN ABILITY TO HANDLE LARGE AREA/COMPLEX LEVIES SCI has successfully formed more agency-wide benefit assessments than all other firms in the State, combined. This is further evidence of our ability to form and administer new assessments. These include new, very large assessments covering all parcels in Alameda, Orange, San Diego, San Joaquin, San Mateo, and Santa Clara Counties, and many other large and small assessments throughout the State.

EXCEPTIONAL TECHNICAL CAPABILITIES Every person in our firm, aside from our clerical staff, is a database expert. We have developed in-house, specialized programs to improve our levy administration services. We are also GIS and mapping experts. We

invite you to compare our database and technical expertise with the staff from any other firm.

EXCELLENT RESPONSIVENESS AND CUSTOMER SERVICE We invite you to call our toll-free taxpayer inquiry line at (800) 273-5167 and compare our level of service and responsiveness with any other firm. We answer calls directly with knowledgeable levy administration staff. We also provide the highest level of service and responsiveness for all our clients, including responding to all our clients within the same day.

OUR CLIENTS ARE OUR BEST REFERENCES We sincerely encourage you to speak with any of our clients. They will attest to the comprehensive nature of our services, our level of client responsiveness and our levy administration abilities.

FIRM EXPERIENCE

SCI Consulting Group is a public finance and urban economic consulting firm with over 30 years of expertise in assisting public agencies in California with administering and establishing assessments and other special levies. Our firm currently administers over 850 assessment, taxes and fees for over 120 public agencies throughout the State, comprising over 13,000,000 direct charges applied to parcels. SCI's planning projects have included hundreds of development impact studies, facility and financing plans, demographic studies, cost of service and fee justification studies, and other planning and real estate studies. SCI currently has a staff of over 15 highly qualified assessment administration, engineering and consulting personnel.

SCI also offers extensive expertise with the important legal and procedural issues involving benefit assessments, special taxes and fees. The principals at SCI are acknowledged experts on these public financing mechanisms and were involved with the cleanup legislation for Proposition 218.

In addition, our firm is a frequent presenter and columnist on local funding mechanisms for the American Public Works Association, Association of California Water Agencies, League of California Cities, California Society of Municipal Finance Officers, California Special Districts Association, California Fire Chiefs Association, California Stormwater Quality Association, California Parks and Recreation Society, Mosquito and Vector Control Association of California and other organizations.

Below is a partial list of our current parks and recreation clients:

- Arbuckle Recreation and Park District
- Auburn Area Recreation and Park District
- Bear River Recreation and Park District
- City of Colusa
- City of Lompoc
- City of Moorpark
- City of Palmdale
- City of Vacaville
- Claremont Unified School District
- Conejo Recreation & Park District
- Cosumnes Community Services District

- County of Placer
- El Dorado Hills Community Services District
- Fair Oaks Recreation and Park District
- Feather River Recreation and Park District
- Fulton-El Camino Recreation and Park District
- Hayward Unified School District
- Jefferson Union High School District
- Mission Oaks Recreation and Park District
- Monterey Peninsula Regional Park District
- Pleasant Valley Recreation and Park District
- Rancho Simi Recreation and Park District
- Sequoia Union High School District
- Sunrise Recreation and Park District
- Twain Harte Community Services District

EXISTING LEVY OPTIMIZATION EXPERTISE

As noted, one of SCI Consulting Group's primary areas of expertise is the administration of assessments, fees and special taxes for public agencies. In all our years of experience in this specialized field, we have never missed a levy submission deadline and have an unparalleled track record of finding additional revenues for special levies that were previously administered by another firm. In fact, in nearly every case in which SCI has begun to administer special levies that were previously handled by another firm or public agency; we have uncovered often significant additional revenues due to incorrect previous assessment/tax/fee amounts or missing parcels that should be subject to the levies.

The table below summarizes the additional annual revenues we have uncovered for public agencies that previously relied upon another firm or agency to calculate and administer their assessments, fees or special taxes.

County of Los Angeles	\$226,000
City of Palmdale	\$152,000
County of Sonoma	\$150,000
City of San Diego	\$108,000
Cosumnes Community Services District	\$93,000
City of Pinole	\$84,000
Truckee Fire Protection District	\$60,000
City of Placentia	\$54,000
City College of San Francisco	\$50,000
Mission Oaks Recreation and Park District	\$35,000
Loomis Fire Protection District	\$33,700
Santa Clara County Open Space Authority	\$30,000
North Highlands Recreation and Park District	\$30,000
City of Vacaville (Over 125 separate districts)	\$25,000
Fairfield-Suisun Unified School District	\$25,000
Greater Los Angeles County Vector Control District	\$24,000
City of Folsom	\$24,000
West Valley Mosquito and Vector Control District	\$19,000
Orangevale Recreation and Park District	\$17,000
Orange County Vector Control District	\$12,000
Owens Valley Mosquito and Vector Control District	\$10,600
Claremont Unified School District	\$10,000
Walnut Creek School District	\$9,100
East County Fire Protection District	\$8,500
El Dorado Fire Protection District	\$7,100
City of Moorpark	\$5,000
Truckee-Donner Recreation and Park District	\$3,400
Easton Community Services District	\$1,800

ADDITIONAL ANNUAL SPECIAL LEVY REVENUES FOUND

ADDITIONAL SCI SERVICES

In addition to the projects shown above, SCI's projects have included surveys and ballot measures, development impact studies, facility and financing plans, demographic studies, cost of service and fee justification studies, and other planning and real estate studies. A summary of our services and capabilities is listed below:

REVENUE MEASURES

- o Assessment District Formation / Ballot Proceedings
- Property Related Fee Determination / Ballot Proceedings
- o Mello-Roos Community Facilities District Formation / Ballot Proceedings
- Parcel Tax / Special Tax Measures

OPINION RESEARCH AND REVENUE MEASURE FEASIBILITY ANALYSIS

PUBLIC FINANCE PROGRAMS AND ALTERNATIVES

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

PLANNING SERVICES

- o Development Impact Fee Nexus Studies
- o Developer Negotiations and Full Mitigation Fees
- School Facility Fee Justification Reports (Level 1)
- School Facility Needs Analysis (Level 2)
- Facilities Master Plans
- Utility Rate Studies
- Financing Plans
- Attendance Boundary Studies
- Demographic Studies
- o Quimby Land Dedication and In-Lieu Fee Studies
- Cost of Service Analysis and Fee Justification
- o Land Planning and Real Estate Services

This section outlines the full service, comprehensive levy administration, assessment engineering services and other responsibilities SCI would perform throughout the fiscal year as the special levy administrator for the Authority. Our commitment is to provide these comprehensive services and in a way that will minimize the time and resources of the Authority. These services shall cover the Mountains Recreation and Conservation Authority, Santa Monica Mountains Open Space Preservation Assessment Districts (the "Assessment Districts").

DEFINITIONS

Authority:	Mountains Recreation and Conservation Authority, its staff and board.
Board:	The Mountains Recreation and Conservation Authority Board of Directors
Assessment Districts:	Mountains Recreation and Conservation Authority, Santa Monica Mountains Open Space Preservation Assessment District No.1 and No. 2.
SCI or Engineer of Work:	SCI Consulting Group
Administration:	Services related to the determination, levy and collection of the Assessment revenues

DETERMINATION OF PRELIMINARY LEVIES

On a twice-yearly basis, we recalculate and confirm our clients' assessments on a parcelby-parcel basis for all properties within each assessment district. SCI has developed over 50 unique assessment validation queries that we conduct on each parcel. Furthermore, we acquire, compare and incorporate additional data and property information from the Authority and other real property vendors, Geographic Information System (GIS) mapping, title company information vendors and other sources. This approach, while more time consuming than simply relying on Assessor property characteristics and previous levy amounts, has consistently proven to result in more accurate levies and higher overall special levy revenues.

Beginning each year in March, SCI will determine preliminary benefit units based on the most current Assessor's data. We will research changes in property data, property usage, property valuations and any other changes from the previous year for parcels within the Assessment Districts and flag parcels that require property research to determine the appropriate benefit units. This process allows us to discover any issues with the Assessor's data early.

ASSESSMENT ENGINEERING AND ENGINEER'S REPORT

As the Assessment Engineer of Record, SCI will annually prepare an Engineer's Report for each Assessment District. The Engineer's Reports will include a description of services and improvements, costs estimates, assessment methodology, assessment diagram and the assessment roll. Each year SCI will carefully evaluate Proposition 218 developments that may have a bearing on the Authority's Assessment Districts. SCI will make recommendations for upgrades to improve the report's compliance with Proposition 218. SCI will review the proposed upgrades with the Authority, legal counsel and other parties, as necessary, and will incorporate their comments as appropriate. Additionally, electronic levy rolls sorted by Assessor Parcel Number and Property Owner's Name will be prepared and submitted to the Authority.

PREPARATION OF RESOLUTIONS AND NOTICE

SCI will prepare resolutions, the notice of public hearing and agenda reports as needed for the continuation of the assessments. SCI will also assist with the publication of the notice for the continuation of the assessments and will attend the public hearing.

DETERMINATION OF FINAL LEVIES

After the close of each fiscal year, SCI will determine the final levies based on the final lien roll data as of July 1. New or changed parcels will be identified and the final levies determined on a parcel-by-parcel basis.

REAPPORTIONMENT OF BONDED ASSESSMENTS

SCI will research and identify retired parcels and identify all new parcels for which the bonded assessment liens have not been applied. SCI will reapportion assessments and assessment liens on retired parcels to new parcels. SCI will prepare amended assessment reports and amended Assessment Diagrams and file with Authority. SCI will prepare MRCA board resolutions, staff reports and notices for the Authority as they pertain to the reapportionment of bonded assessments. SCI will publish notices of hearing on amended assessments and the reapportionments. After Board approval, SCI will file amended Assessment Diagram and Notice of Amended Assessment with Los Angeles County Recorder.

CONTINUING DISCLOSURE & DISSEMINATION AGENT

SCI will 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.

SCI will provide to each NRMSIR and each State Repository Continuing Disclosure Reports consistent with the requirements of Section 4 of the Disclosure Certificate and SEC Rule15c2-12 no later than January 31, of each year.

SCI will 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. SCI will file a report with the Authority certifying whether the Reports have been provided pursuant to the Continuing Disclosure Certificate and SEC Rule15c2-12. This filing report shall state the date the Reports were provided and list all the Repositories to which they were provided.

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.

SCI will obtain delinquency data from the County Auditor for delinquent parcels within the two Assessment District boundaries. Track delinquency rates and any impact to Assessment District proceeds. With Authority staff, review delinquency data and determine if additional steps are warranted for delinquency management. To the extent needed, coordinate approach for recovering delinquent proceeds with Authority staff and counsel. Periodically report to Authority staff regarding current delinquency status Include delinquency status in the Continuing Disclosure Reports as required by the Continuing Disclosure Certificate.

QUALITY CONTROL

We take great pride in our levy determination process and our stringent quality control and oversight to ensure the accuracy of the levies. Each year for every special levy, we conduct validation queries on each parcel so any parcels that may require additional research can be identified, researched and determined. After the preliminary levies have been determined by the levy administrator, another levy administrator with SCI will perform a complete independent peer review and audit, including a parcel-by-parcel confirmation of the special levies. Any questions or issues uncovered are fully reviewed and resolved. These multiple stage reviews and quality assurance steps are a key element in SCI's proven ability to ensure the highest level of accuracy and to maximize special levy revenues for our clients.

LEVY SUBMITTAL AND CONFIRMATION

Once the special levies have been internally approved, SCI will prepare the final levy rolls for submittal to the County Auditor. SCI will also meet the Auditor's levy roll submission requirements and will submit any necessary documents. Once the special levies are received and approved by the County, SCI will communicate the confirmed special levy amounts with the Authority.

SCI can also develop and make available to the Authority an Internet based website or computer program that will allow Authority staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.

TAXPAYER INQUIRIES AND APPEALS

SCI will coordinate with the County Auditor for our taxpayer inquiry line at (800) 273-5167 to be placed aside the special levy amount on the County tax bill so taxpayers can directly contact SCI throughout the fiscal year with questions regarding the levy. We have representatives who are fluent in English and Spanish. We will also provide the County Auditor with a summary and overview of each special levy for internal staff use. SCI will research and, if necessary, revise any levies which property owners consider to be based upon incorrect assessor information used to in the determination of the levy. If any taxpayer appeals a special levy for their property, SCI will investigate the levy amount and basis for appeal and will make a recommendation and finding for the Authority. In the event that the Authority finds that a special levy should be adjusted, SCI will adjust the levy according to the Authority's final determination. For any taxpayer appeals, SCI will coordinate with the Authority and the taxpayer as appropriate.

Our goal is to represent the Authority professionally and minimize any inconvenience to the inquiring taxpayer or the Authority.

ASSESSMENT DEFENSE

In the event of any question about the assessment or challenge, SCI would provide any necessary professional assessment engineering assistance with the justification and support of the assessments without additional charge. In comparison, we are not aware of any other firm which would similarly stand behind an assessment they created, let alone one that they did not create.

Below is a sample of SCI's standard agreement, for your review in the event that SCI is selected for this project. Alternatively, if the Authority prefers, SCI can instead consider the Authority's own agreement form.

THIS AGREEMENT is made on _____, 20__, between the **Mountains Recreation and Conservation Authority** ("the Authority") and **SCI Consulting Group** ("Consultant" or "SCI"), a California Corporation, who agree as follows:

1. Scope of Work ("Work"). Consultant shall perform the work and render the services described in this Proposal (the "Work"). The 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, the Authority shall pay to the Consultant a fee for completed phases of the Work. The total fee for the Work shall not exceed amounts set forth in the Fee Schedule shown below. There shall be no compensation for extra or additional work or services by the Consultant unless approved in advance in writing by the Authority. The Consultant's fee shall include all of the Consultant's costs and expenses related to the Work.
- **b.** At the completion of each phase of the Work, the Consultant shall submit to the Authority an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the 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. Insurance.
 - **a. Types & Limits.** The 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	\$2,000,000 per claim
Excess Liability (over General	\$1,000,000 per occurrence
Liability & Auto Liability)	& \$1,000,000 aggregate

b. Other Requirements. The general liability policy(ies) shall be endorsed to name the Authority, its officers and employees as additional insureds regarding liability arising out of the Work.

- **c. Proof of Insurance.** Upon request, the Consultant shall provide to the Authority proof of insurance.
- **5. Indemnification.** The Consultant shall indemnify, defend, protect, and hold harmless the 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 the Consultant's performance of the Work and caused by willful misconduct of or by the Consultant or its employees, agents and subcontractors.
- **6. 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.
- 7. Independent Contractor. The Consultant's relationship to the Authority is that of an independent contractor.
- 8. Successors and Assignment. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, the Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of the Authority.
- **9.** 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.
- **10. 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.
- **11. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
- **12. Default.** In the event that the Consultant defaults in the obligations of the Consultant under this Agreement, or the Consultant defaults in the performance of the terms and conditions of this Agreement, the 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 the Consultant; or b) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by the Consultant through the date of the termination.
- **13. Cancellation.** The Authority or the 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 the Consultant through the date of the notification of cancellation.

- **14. 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.
- **15. 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 or by commercial delivery service, addressed as follows:

Public Agency:	Consultant:
Mountains Recreation and Conservation	SCI Consulting Group
Authority	4745 Mangels Boulevard
570 West Avenue 26, Suite 100	Fairfield, CA 94534
Los Angeles, CA 90065	

Any party may change its address by notifying the other party of the change in the manner provided below:

SCI shall be compensated for the performance of the Scope of Work as follows:

Open Space Preservation Assessment District No. 1

- 1. For fiscal year 2018-19:
 - 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, 2018.
 - 2. The sum of \$8,495 shall be due on March 15, 2019.
 - b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,200 shall be due on August 15, 2018.
 - c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,600 shall be due on upon filing the Continuing Disclosure Reports with the required NRMSIRs.
- 2. For fiscal year 2019-20:
 - 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, 2019.
 - 2. The sum of \$8,495 shall be due on March 15, 2020.
 - b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,200 shall be due on August 15, 2019.
 - c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,600 shall be due on upon filing the Continuing Disclosure Reports with the required NRMSIRs.
- 3. For fiscal year 2020-21:
 - 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, 2020.
 - 2. The sum of \$8,495 shall be due on March 15, 2021.
 - b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,200 shall be due on August 15, 2020.
 - c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,600 shall be due on upon filing the Continuing Disclosure Reports with the required NRMSIRs.
- 4. For fiscal year 2021-22:
 - 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, 2021.
 - 2. The sum of \$8,495 shall be due on March 15, 2022.

- b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,200 shall be due on August 15, 2021.
- c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,600 shall be due on upon filing the Continuing Disclosure Reports with the required NRMSIRs.
- 5. For fiscal year 2022-23:
 - 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, 2022.
 - 2. The sum of \$8,495 shall be due on March 15, 2023.
 - b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,200 shall be due on August 15, 2022.
 - c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,600 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 2018-19:
 - 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, 2018.
 - 2. The sum of \$8,495 shall be due on March 15, 2019.
 - b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,200 shall be due on August 15, 2018.
 - c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,600 shall be due on upon filing the Continuing Disclosure Reports with the required NRMSIRs.
- 2. For fiscal year 2019-20:
 - 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, 2019.
 - 2. The sum of \$8,495 shall be due on March 15, 2020.
 - b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,200 shall be due on August 15, 2019.
 - c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,600 shall be due on upon filing the Continuing Disclosure Reports with the required NRMSIRs.
- 3. For fiscal year 2020-21:
 - 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, 2020.
- 2. The sum of \$8,495 shall be due on March 15, 2021.
- b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,200 shall be due on August 15, 2020.
- c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,600 shall be due on upon filing the Continuing Disclosure Reports with the required NRMSIRs.
- 4. For fiscal year 2021-22:
 - 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, 2021.
 - 2. The sum of \$8,495 shall be due on March 15, 2022.
 - b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,200 shall be due on August 15, 2021.
 - c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,600 shall be due on upon filing the Continuing Disclosure Reports with the required NRMSIRs.
- 5. For fiscal year 2022-23:
 - 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, 2022.
 - 2. The sum of \$8,495 shall be due on March 15, 2023.
 - b. For performance of the Reapportionment of Bonded Assessments, the sum of \$3,200 shall be due on August 15, 2022.
 - c. For performance of the Continuing Disclosure and Dissemination Agent Services, the sum of \$2,600 shall be due on upon filing the Continuing Disclosure Reports with the required NRMSIRs.

Incidental Costs and Other

- 1. The Scope of Work includes one meeting with the Authority per fiscal year. Any additional meetings shall be billed at the rate of \$175 per person per meeting.
- 2. In the event that the Authority elects to request optional, additive scope of work, SCI will work with the Authority to negotiate compensation for these additional tasks, and execute an Addendum to the agreement for these additional services.
- 3. If the Authority desires to extend the term of this agreement, the fee amount for each additional year will be the amount of the last fiscal year shown above, increased annually by 3%.
- 4. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the Scope of Work shall be reimbursed at actual cost by the Authority with total cost not to exceed \$5,000 per year, without prior authorization from the Authority.

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

The Fee Schedule shown above is valid as long as this agreement is executed within 90 days from the date this agreement was submitted to the Authority.

SIGNATURE PAGE

By signing below, we agree to the terms of this Levy Administration Services Agreement.

Accepted:

Accepted:

James Wharton-Hess Public Affairs and Contracts Coordinator Mountains Recreation and Conservation SCI Consulting Group Authority

John W. Bliss President

Date

Date