

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Ron Ahlers, Finance Director 
By: Irmina Lumbad, Budget and Finance Manager 

DATE: December 4, 2015 (CC Meeting of December 16, 2015)

SUBJECT: Consider Amendment No. 2 to the Agreement with SCI Consulting Group for Professional Consulting, Engineer of Work and Levy Administration

BACKGROUND

As prescribed by the California Constitution Article XIII D Assessment and Property-Related Fee Reform; and the Streets and Highways Code Landscaping and Lighting Act of 1972 Sections 22620-22631, the City is required to have all assessments supported by an annual detailed engineer's report prepared by a registered professional engineer certified by the State of California. Since fiscal year (FY) 2000/2001, SCI Consulting Group, Inc. (SCI) (formerly Shilts Consultants, Inc.) has served as Engineer of Work and performs the levy administration services for the City's assessment districts.

The current agreement covers services and expenses through fiscal year 2015/2016. In January 2016 as part of the annual budget development, the City Council will have to initiate proceedings to continue the levy of annual assessments for the upcoming FY 2016/2017. A second amendment to the agreement is recommended to cover another five years and increase compensation by \$169,500 to not to exceed amount of \$314,900.

DISCUSSION

As of December 2015, the City has thirty (30) established assessment districts as follows:

	Ventura County District / Zone	Title Reference	City District Name
1	17-18	Moorpark Park Maintenance	Park Maintenance Fund
2	12-41	Moorpark Maintenance Lights 84-2	Citywide Street Lighting
3	12-41	Moorpark Maintenance Lights 84-2	Citywide Landscaping
4	12-41	Moorpark Maintenance Lights 84-2	Zone 1 Pecan Avenue T-2851
5	12-41	Moorpark Maintenance Lights 84-2	Zone 2 Steeple Hill Area T-2865
6	12-41	Moorpark Maintenance Lights 84-2	Zone 3 Buttercreek/Peppermill T-3032
7	12-41	Moorpark Maintenance Lights 84-2	Zone 4 Williams Ranch Road T-3274
8	12-41	Moorpark Maintenance Lights 84-2	Zone 5 Pheasant Run Area T-3019 & T-3525
9	12-41	Moorpark Maintenance Lights 84-2	Zone 6 Inglewood Street T-3274
10	12-41	Moorpark Maintenance Lights 84-2	Zone 7 Moorpark Business Park, LA Avenue Parkway
11	12-41	Moorpark Maintenance Lights 84-2	Zone 8 Home Acres Buffer Area
12	12-41	Moorpark Maintenance Lights 84-2	Zone 9 Moorpark Industrial Park, Condor Drive
13	12-41	Moorpark Maintenance Lights 84-2	Zone 10 Mountain Meadows, PC-3
14	12-41	Moorpark Maintenance Lights 84-2	Zone 11 Alyssas Court T-4174
15	12-41	Moorpark Maintenance Lights 84-2	Zone 12 Carlsberg Specific Plan
16	17-38	Moorpark Maint. AD01-1	Silver Oak Lane T-5201
17	17-39	Moorpark Maint. AD01-2	Country Club Estates T-4928
18	17-40	Moorpark Maint. AD01-3	Mountain View T-5161
19	17-54	Moorpark Maint. AD 04-01	Moonsong Court T-5307
20	17-62	Moorpark MD AD 05-01	Campus Plaza T-5264
21	17-69	Moorpark Maint. AD06-1	Zone A Canterbury Lane T-5133
22	17-69	Moorpark Maint. AD06-1	Zone B Ivy Lane T-5425
23	17-75	Moorpark AD 07-01	Moorpark Highlands T-5045
24	17-76	Moorpark AD 07-02	Meridian Hills T-5187
25	17-77	Moorpark AD 07-03	Patriot Commerce Center CPD 2004-01
26	17-78	Moorpark AD 07-04	875 Los Angeles Ave IPD 2000-10
27	17-88	Moorpark AD 09-01	14339-14349 White Sage Road CPD 2004-03
28	17-89	Moorpark AD 10-01	Tuscany Square CPD 2005-02
29	17-90	Moorpark AD 10-02	145 Park Lane CPD 2005-03
30	unassigned	Moorpark AD 15-01	Vistas at Moorpark

The Parks and Recreation Maintenance and Improvement District was established in July 1999 to assess property owners for that portion of park and recreation maintenance and improvement activities that generate a “special” benefit. The City is responsible for funding activities that generate a “general” benefit. This district covers 20 city parks, including the new Walnut Acres Neighborhood Park and the Serenata Trail located at Miller Parkway and Southfork Road.

The Landscape and Lighting Maintenance Assessment District (AD84-2) was created in 1984, encompassing the entire City. It was created to fund costs associated with street lighting and the maintenance of various landscaped areas. This was a successor to the District enacted by the County of Ventura prior to the incorporation of the City. Since then, the City has formed additional landscape maintenance districts (LMD) to fund the landscape improvement and maintenance expenses within that specific area.

As part of the annual budget process, the City Council considers whether or not to renew the subject assessment district and levy amounts for the upcoming fiscal year. According to State law, before assessments may be levied, an Engineer’s Report must be prepared for each assessment district setting forth the amount of the assessments and the basis for establishing said amount.

On August 26, 2010 the City entered into an agreement with SCI to provide professional consulting, engineer of work and levy administration for FY 2010/2011. On February 8, 2011, the City amended this agreement to expand the scope of work to include newly formed landscape assessment districts; extend the term by five years from FY 2011/2012 thru FY 2015/2016, ending June 30, 2016; and increase compensation by \$124,000 to not to exceed maximum payment of \$145,400. In addition, they provide engineering services, data analysis and project coordination for new assessment formations or annexations.

On January 2016, the City Council will have to initiate proceedings to continue the levy of annual assessments for the upcoming FY 2016/2017. A second amendment to the agreement is recommended to modify the scope of work to include assessment administration for the newly formed AD15-01 Vistas at Moorpark; to add another five years to the term, covering FY 2016/2017 thru FY 2020/2021 ending on June 30, 2021; and to increase compensation by \$169,500 not to exceed amount of \$314,900 with annual maximum as noted below:

Fiscal Year	Landscape and Lighting Assessment Districts	Parks and Recreation Maintenance Improvement District	Out-of-Pocket	Contingency ¹	Total
2016/2017	\$ 10,850	\$ 10,100	\$ 2,600	\$ 9,350	\$ 32,900
2017/2018	\$ 11,100	\$ 10,350	\$ 2,600	\$ 9,350	\$ 33,400
2018/2019	\$ 11,350	\$ 10,600	\$ 2,600	\$ 9,350	\$ 33,900
2019/2020	\$ 11,600	\$ 10,850	\$ 2,600	\$ 9,350	\$ 34,400
2020/2021	\$ 11,850	\$ 11,100	\$ 2,600	\$ 9,350	\$ 34,900
Total Increase					\$ 169,500

¹ Contingency for new assessment district formation and includes \$500 for out-of-pocket expense reimbursements.

FISCAL IMPACT

There will be no fiscal impact in the current fiscal year. During annual budget development, staff will continue to include sufficient appropriations to cover the maximum yearly compensation for assessment engineering services and levy administration.

STAFF RECOMMENDATION **(Roll Call Vote)**

Approve the Amendment No. 2 to SCI Consulting Group, Inc. agreement subject to final language approval by the City Manager and City Attorney; and authorize the City Manager to sign the amendment.

Attachment:

Amendment No. 2 to the Agreement with SCI Consulting Group, Inc. for Professional Consulting, Engineer of Work and Levy Administration

**CITY OF MOORPARK
Scope of Work Requirement for Professional Services Agreements
Compliance with California Government Code Section 7550**

Consultant shall sign and include this page in any document or written reports prepared by Consultant for the City of Moorpark (City) to which California Government Code Section 7550 (Government Code §7550) applies. Government Code §7550 reads:

“(a) Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report; if the total cost for the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.”

For all Professional Services Agreement with a total dollar value in excess of \$5,000, a signed and completed copy of this form must be attached to all documents or completed reports submitted to the City pursuant to the Scope of Work.

Does the dollar value of this Professional Services Agreement exceed \$5,000?

Yes No

If yes, then the following information must be provided in compliance with Government Code § 7550:

- 1. Dollar amount of Agreement/Contract: **\$ 169,500.00**
- 2. Dollar amount of Subcontract: **\$ 0.00**
- 3. Does the total contract amount represent compensation for multiple documents or written reports?
 Yes No

I have read the foregoing Code section and will comply with Government Code §7550.

Gerard van Steyn, President

Signature

Date

**AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
MOORPARK AND SCI CONSULTING GROUP, INC.**

This 2nd Amendment to the Agreement for services (Amendment) is made and entered into this _____ day of _____, 2016 (the "Effective Date") between the City of Moorpark, a municipal corporation in the County of Ventura, State of California, hereinafter referred to as "City" and SCI Consulting Group, Inc., a corporation, hereinafter referred to as "Consultant".

WITNESSETH

WHEREAS, on August 26, 2010, the City and the Consultant entered into an Agreement for professional consulting, Engineer of Work and levy administration for the Landscape and Lighting Assessment Districts and the Parks and Maintenance Improvement District for fiscal year 2010-2011; and

WHEREAS, on February 8, 2011, the City and the Consultant entered into Amendment No. 1 to the Agreement to amend the scope of work to add engineering services for new assessment formations and to expand assessment administration to include newly formed landscape maintenance assessment districts: AD01-10, AD10-01 and AD 10-02; to increase full compensation by \$124,000, not to exceed \$145,400 for the total term; and to extend the term for five additional years from fiscal year (FY) 2011/2012 thru 2015/2016, ending June 30, 2016; and

WHEREAS, the City and the Consultant wish to amend the Scope of Work, compensation and term provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein, the parties hereto agree to amend the aforesaid Agreement as follows:

1. SCOPE OF WORK

Section I. Scope of Work, is hereby expanded to include the newly formed landscape assessment district AD15-1, as more specifically described on pages 6 to 10 of Exhibit B (SCI Proposal dated December 2015), as attached hereto and incorporated herein.

2. COMPENSATION

Section II. Compensation, is hereby amended to increase the full compensation to the Consultant for services and out-of-pocket expenses in Exhibit B by an additional \$169,500, not to exceed \$314,900 for the total term of this Agreement. The annual maximum fees to Consultant are as follows:

Fiscal Year	Administration Services			Out-of-Pocket	Contingency ¹	Annual Maximum
	Landscape & Lighting	Parks				
2010/2011	\$ 9,850	\$ 9,350		\$ 2,200	\$ -	\$ 21,400
2011/2012 ²	\$ 9,850	\$ 9,350		\$ 2,200	\$ 3,000	\$ 24,400
2012/2013 ²	\$ 9,850	\$ 9,350		\$ 2,200	\$ 3,000	\$ 24,400
2013/2014 ²	\$ 9,850	\$ 9,350		\$ 2,200	\$ 3,000	\$ 24,400
2014/2015 ²	\$ 10,350	\$ 9,850		\$ 2,200	\$ 3,000	\$ 25,400
2015/2016 ²	\$ 10,350	\$ 9,850		\$ 2,200	\$ 3,000	\$ 25,400
2016/2017 ³	\$ 10,850	\$ 10,100		\$ 2,600	\$ 9,350	\$ 32,900
2017/2018 ³	\$ 11,100	\$ 10,350		\$ 2,600	\$ 9,350	\$ 33,400
2018/2019 ³	\$ 11,350	\$ 10,600		\$ 2,600	\$ 9,350	\$ 33,900
2019/2020 ³	\$ 11,600	\$ 10,850		\$ 2,600	\$ 9,350	\$ 34,400
2020/2021 ³	\$ 11,850	\$ 11,100		\$ 2,600	\$ 9,350	\$ 34,900
Total Compensation						\$ 314,900

¹ Contingency for new assessment district formation and/or annexation with 1 property owner.

² Annual fee shall be payable according to schedule of payment outlined on pages 20 to 22 of Exhibit A - SCI Proposal dated December 2010.

³ Annual fee shall be payable according to schedule of payment outlined on pages 14 to 16 of Exhibit B - SCI Proposal dated December 2015.

3. TERM OF AGREEMENT

Section IV. Term of Agreement, is hereby extended for an additional five (5) years, ending June 30, 2021, unless sooner terminated or suspended as provided in the Agreement.

With the exception of the changes noted above, all other provisions contained in the Agreement for professional consulting, Engineer or Work and levy administration shall remain in full force and effect.

CITY OF MOORPARK:

SCI CONSULTING GROUP, INC:

 Steven Kueny, City Manager

 Gerard van Steyn, President

 Date

 Date

Agreement for Professional Services
Amendment No. 2
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ATTEST:

Maureen Benson, City Clerk

Attachment: Exhibit B – Proposal dated December 2015



**PROPOSAL FOR THE
CITY OF MOORPARK**

TO PROVIDE

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

FOR THE

LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS

AND THE

**PARKS AND RECREATION MAINTENANCE AND IMPROVEMENT
DISTRICT**

DECEMBER 2015

SUBMITTED BY

SCIconultingGroup
4745 MANGELS BOULEVARD
FAIRFIELD, CALIFORNIA 94534
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FAX 707.430.4319
www.sci-cg.com

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December 8, 2015

Ron Ahlers
Director of Finance
City of Moorpark
799 Moorpark Ave
Moorpark, CA 93021

Dear Ron:

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 City of Moorpark ("City") benefit assessments, 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 your City's current levy administrator for the past 15 years, we understand that your City's special levies provide vital funding for your continued services and operations. We also understand that the City 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 your City'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 your City 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 City 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,



Jeanette Hynson
Senior Consultant

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QUALIFICATIONS AND EXPERIENCE

FIRM QUALIFICATIONS

UNDERSTANDING OF THE CITY SCI Consulting Group is the only firm which has formed many of the current assessment districts for the City. Moreover, we have served as the Assessment Engineer of Record for the City since 2000. Our level of understanding of the City 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 your City'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 City-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 City's Landscaping and Lighting 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 has unmatched continuity. SCI has retained the same management and service area focus for its entire 30 years of service.

LEGAL DEFENSIBILITY As the engineer and firm that created the City's post-218 assessment methodology and justification, John Bliss and 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 assessment, tax, fee 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, San Diego, Orange, 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 administrative 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 of our clients – including responding to all of 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 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 11,000,000 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 staff.

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
- Carmichael Recreation and Park District
- City of Colusa
- City of Lompoc
- City of Menlo Park
- City of Palmdale
- City of Vacaville
- Claremont Unified School District
- Conejo Recreation & Park District

- Cordova Recreation and 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
- Mountains Recreation and Conservation Authority
- 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.

ADDITIONAL ANNUAL SPECIAL LEVY REVENUES FOUND

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
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
City of Moorpark	\$5,000
Truckee-Donner Recreation and Park District	\$3,400
Easton Community Services District	\$1,800

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

- Assessment District Formation / Ballot Proceedings
- Property Related Fee Determination / Ballot Proceedings
- 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

- 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

- Development Impact Fee Nexus Studies
- 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
- Quimby Land Dedication and In-Lieu Fee Studies
- Cost of Service Analysis and Fee Justification
- Land Planning and Real Estate Services

SCOPE OF WORK – ASSESSMENT ADMINISTRATION

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 City. Our commitment is to provide these comprehensive services and in a way that will minimize the time and resources of the City. These services shall cover the City of Moorpark Parks and Recreation Maintenance and Improvement District, AD01-1, AD01-2, AD01-3, AD04-1, AD05-1, AD06-1, AD07-1, AD07-2, AD07-3, AD07-4, AD09-1, AD10-1, AD10-2, AD15-1 and AD84-2 Landscaping and Lighting Assessment Districts (the "Assessment Districts").

DEFINITIONS

City:	The City of Moorpark, its staff and City Council
Board:	The City of Moorpark City Council
Assessment District:	The City of Moorpark Parks and Recreation Maintenance and Improvement District, AD01-1, AD01-2, AD01-3, AD04-1, AD05-1, AD06-1, AD07-1, AD07-2, AD07-3, AD07-4, AD09-1, AD10-1, AD10-2, AD15-1 and AD84-2 Landscaping and Lighting Assessment Districts
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 parcel-by-parcel basis for all properties within each assessment district. SCI has developed over 50 unique assessment validation queries that we run on each parcel. Furthermore, we acquire, compare and incorporate additional data and property information from the City 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. It also allows us to provide the City with a timely and accurate projection of the number of benefit units for the upcoming fiscal year, to help the City with its budgeting process.

ASSESSMENT ENGINEERING AND ENGINEER'S REPORT

As the Assessment Engineer of Record, SCI will annually prepare an Engineer's Report for the Parks and Recreation Maintenance and Improvement District and the Landscaping and Lighting Assessment Districts. The Engineer's Report will include a description of services and improvements, costs estimates, assessment methodology, assessment diagram(s) and the assessment roll. Each year SCI will carefully evaluate Proposition 218 developments that may have a bearing on the City'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 City, 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 City.

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.

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 run 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 roll 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 to the City.

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

MANUAL BILLING

For benefit assessments for public agency and other properties which cannot be collected through the County Auditor/Tax Collector, SCI shall prepare and manage the mailing of manual bills to property owners and shall assist with the subsequent collection of their assessments. There is no additional charge for this service.

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 City. In the event that the City finds that a special levy should be adjusted, SCI will adjust the levy according to the City's final determination. For any taxpayer appeals, SCI will coordinate with the City and the taxpayer as appropriate.

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

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 for assessment districts formed by SCI. 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.

SCOPE OF WORK - ASSESSMENT FORMATION & ANNEXATIONS

This section outlines engineering services and other responsibilities SCI would provide in assisting with the formation of new landscaping and lighting maintenance assessment districts or annexations to existing landscaping and lighting maintenance assessment districts. SCI's services are summarized as follows:

DEFINITIONS:

City:	City of Moorpark, its staff and council.
Assessment District:	New assessment districts proposed for formation by Petition and Waiver
SCI or Engineer:	SCI Consulting Group, and any and all employees.
Administration:	Services related to the determination, levy and collection of tax or assessment revenues.

INITIAL PLANNING AND ANALYSIS

1. Meet with City Staff and Council as needed to establish the boundaries to be used, timeline and a description of the work to be performed.
2. As required, meet with any local property owners involved with the formation of the Assessment District to understand their issues and other factors concerning the Assessment District.

ENGINEER'S REPORT

1. Obtain data from the County Assessor for all parcels within the proposed boundaries.
2. Obtain copies of Assessor Parcel Maps and prepare the Boundary Map and Assessment Diagrams.
3. Research and determine other property information required for benefit apportionment such as assessable land area, number of residential dwelling units, and proximity to improvements to be financed, etc.
4. Analyze the potential tax base and estimate special benefit received by each assessable parcel in compliance with the provisions of Proposition 218. In addition, evaluate and quantify general benefits.
5. Describe the improvements to be financed.
6. Develop cost estimates for improvements and expenses to be paid by the proposed Assessment District.
7. In conjunction with City Staff determine the recommended method of assessment.
8. Using the project cost estimates and the assessment rules, allocate the estimated cost of improvements and expenses to all parcels within the boundaries of the Assessment District based on special benefit received.

9. Prepare an Assessment Diagram for the proposed Assessment District.
10. Prepare the Assessment Roll listing parcel number, assessment number, owner name and assessment amount for each Assessor Parcel within the Assessment District.
11. Prepare an Engineer's Report in compliance with the provisions of Article XIID of the California Constitution which includes the boundaries of the Assessment District, description of improvements, improvement plans, facility locations, benefit analysis, all costs, analysis of general versus special benefit, assessments, assessment diagram and other information and data.
12. If required, attend the public hearing for the proposed Assessment District, respond to all questions and make presentation(s) as required.

LEVY ADMINISTRATION THROUGHOUT FISCAL YEAR:

1. If the assessments are confirmed by the City Council, perform tasks needed to submit the assessment levy.
2. File approved assessment roll, in the required computer format, with the County Auditor for inclusion on upcoming year property tax bills.
3. Develop and maintain a database for each parcel within Assessment District boundaries. The data for each parcel will include the assessment, parcel number, mailing address, site address, parcel type and other relevant information.
4. Confirm the assessments to be levied by the County Auditor and research and update any assessments as required.
5. Track and confirm assessment proceeds and provide periodic reports to the City.
6. Provide the County Auditor with our toll-free 800 phone line so property owners can directly contact Engineer throughout the fiscal year regarding specific assessments, procedures and any other issues.

OTHER RESPONSIBILITIES:

1. Meet periodically with City Staff, City Council, legal counsel, and/or other parties. For such meetings, we will prepare exhibits and other relevant materials.
2. Coordinate the development of administrative procedures with the City Staff.
3. All services will be performed on a timely basis and in accord with a timeline developed in conjunction with City Staff.

LEVY ADMINISTRATION SERVICES AGREEMENT

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 City prefers, SCI can instead consider the City's own agreement form.

THIS AGREEMENT is made on _____, 20___, between the **City of Moorpark**, ("City") 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 the Scope of Work shown below (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, City 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 City. 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 City an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the City 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 Liability & Auto Liability)	\$1,000,000 per occurrence & \$1,000,000 aggregate
 - b. Other Requirements.** The general liability policy(ies) shall be endorsed to name the City, 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 City proof of insurance.
5. **Indemnification.** The Consultant shall indemnify, defend, protect, and hold harmless the City, 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 City 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 City.
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 City 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 City 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:

City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

Consultant:

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 below:

_____	_____
_____	_____
_____	_____
_____	_____

FEE SCHEDULE

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

1. For Fiscal Year 2016-17, the total compensation for the assessment administration services as detailed herein for the Landscaping and Lighting Assessment Districts shall be \$10,850 payable as follows:
 - a. Upon the filing of the Engineer's Report for City Council consideration, the sum of \$4,500 shall be due.
 - b. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,350 shall be due.
 - c. On January 31 of the fiscal year, the remainder shall be due.
2. For Fiscal Year 2016-17, the total compensation for the assessment administration services as detailed herein for the Parks and Recreation Maintenance and Improvement District shall be \$10,100 payable as follows:
 - a. Upon the filing of the Engineer's Report for City Council consideration, the sum of \$4,000 shall be due.
 - b. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,500 shall be due.
 - c. On January 31 of the fiscal year, the remainder shall be due.
3. For Fiscal Year 2017-18, the total compensation for the assessment administration services as detailed herein for the Landscaping and Lighting Assessment Districts shall be \$11,100 payable as follows:
 - a. Upon the filing of the Engineer's Report for City Council consideration, the sum of \$4,500 shall be due.
 - b. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,600 shall be due.
 - c. On January 31 of the fiscal year, the remainder shall be due.
4. For Fiscal Year 2017-18, the total compensation for the assessment administration services as detailed herein for the Parks and Recreation Maintenance and Improvement District shall be \$10,350 payable as follows:
 - a. Upon the filing of the Engineer's Report for City Council consideration, the sum of \$4,000 shall be due.
 - b. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,750 shall be due.
 - c. On January 31 of the fiscal year, the remainder shall be due.
5. For Fiscal Year 2018-19, the total compensation for the assessment administration services as detailed herein for the Landscaping and Lighting Assessment Districts shall be \$11,350 payable as follows:
 - a. Upon the filing of the Engineer's Report for City Council consideration, the sum of \$4,600 shall be due.

- b. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,700 shall be due.
 - c. On January 31 of the fiscal year, the remainder shall be due.
- 6. For Fiscal Year 2018-19, the total compensation for the assessment administration services as detailed herein for the Parks and Recreation Maintenance and Improvement District shall be \$10,600 payable as follows:
 - a. Upon the filing of the Engineer's Report for City Council consideration, the sum of \$4,200 shall be due.
 - b. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,750 shall be due.
 - c. On January 31 of the fiscal year, the remainder shall be due.
- 7. For Fiscal Year 2019-20, the total compensation for the assessment administration services as detailed herein for the Landscaping and Lighting Assessment Districts shall be \$11,600 payable as follows:
 - a. Upon the filing of the Engineer's Report for City Council consideration, the sum of \$4,650 shall be due.
 - b. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,650 shall be due.
 - c. On January 31 of the fiscal year, the remainder shall be due.
- 8. For Fiscal Year 2019-20, the total compensation for the assessment administration services as detailed herein for the Parks and Recreation Maintenance and Improvement District shall be \$10,850 payable as follows:
 - a. Upon the filing of the Engineer's Report for City Council consideration, the sum of \$4,250 shall be due.
 - b. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,800 shall be due.
 - c. On January 31 of the fiscal year, the remainder shall be due.
- 9. For Fiscal Year 2020-21, the total compensation for the assessment administration services as detailed herein for the Landscaping and Lighting Assessment Districts shall be \$11,850 payable as follows:
 - a. Upon the filing of the Engineer's Report for City Council consideration, the sum of \$4,700 shall be due.
 - b. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,700 shall be due.
 - c. On January 31 of the fiscal year, the remainder shall be due.
- 10. For Fiscal Year 2020-21, the total compensation for the assessment administration services as detailed herein for the Parks and Recreation Maintenance and Improvement District shall be \$11,100 payable as follows:
 - a. Upon the filing of the Engineer's Report for City Council consideration, the sum of \$4,300 shall be due.
 - b. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,900 shall be due.

c. On January 31 of the fiscal year, the remainder shall be due.

11. SCI's fee for a new assessment district formation and annexations with one property owner is \$9,350. Such fees shall be payable 60% upon submittal of the preliminary Engineer's Report to the City and the remaining 40% upon final approval of the Engineer's Report.
12. In the event that the City elects to request optional, additive scope of work, SCI will work with the City to negotiate compensation for these additional tasks, and execute an Addendum to the agreement of these additional services.
13. 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 City with total cost not to exceed \$2,600 per year, without prior authorization from the City.

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 120 days from the date this agreement was submitted to the City.

SIGNATURE PAGE

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

Accepted:

Accepted:

Ron Ahlers
Director of Finance
City of Moorpark

John W. Bliss
Vice President
SCI Consulting Group

Date

Date