REPORT TO CITY COUNCIL

DATE:

AUGUST 14, 2019

TO:

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM:

GREG RAMIREZ, CITY MANAGER

BY:

CHRISTY PINUELAS, DIRECTOR OF FINANCE

SUBJECT:

REQUEST TO APPROVE A CONSULTANT SERVICES AGREEMENT WITH

HdL COREN & CONE, RELATING TO PROPERTY TAX MANAGEMENT

AND AUDIT SERVICES

The City utilizes a consulting service to provide property tax management and audit services on revenues distributed from the County of Los Angeles. The management services include providing quarterly reports that assist with budget forecasting and detailed analysis to assist with land management. The consultant also provides a property tax database, which allows staff to review parcel information and land ownership. Additionally, they provide consultation to staff regarding impacts to property tax during development and land use issues. Furthermore, audits are performed to ensure that the City is receiving the correct allocation of property tax.

The City has been under contract for property tax consulting services with HdL Coren & Cone since 2009. Since there are only two main companies that provide property tax services, MuniServices or HdL Coren & Cone, an informal RFP was sent to both, and the following quotes were received:

MuniServies charges \$7,500 annually for their service. Additionally, there is a 25% fee on any additional revenues collected for the year of collection and all eligible prior period revenues corrected.

HdL Coren & Cone charges \$12,150 annually for their service. There is also 25% fee on any additional revenue for the year of finding and three prior lien date years.

HdL Coren & Cone provides the services currently and has provided timely and accurate reporting. HdL Coren & Cone's staff has an extensive background in Redevelopment law, and property tax analytics and processing. They offer a software database that is comprehensive and easy to use. MuniServices software was recently developed and does not have an extensive client base. Furthermore, MuniServices did not provide any background on their staff, nor client references. HdL Coren & Cone has contracts with over 200 cities throughout the State. Based on the information received, staff would like to recommend HdL Coren & Cone provide the property tax management and audit services for a contract period of two years, with a three year extension.

The fee for these services is \$12,150 annually for the consulting services, and an additional \$3,850 annually has been projected for audit services. Staff is recommending a total of \$16,000 annually.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends the City Council approve the agreement for consultant services agreement with HdL, Coren & Cone, for the performance of property tax management and audit services, commencing July 1, 2019.

Attachment: HdL, Coren & Cone Agreement

AGREEMENT FOR CONSULTANT SERVICES WITH THE CITY OF AGOURA HILLS

| NAME OF CONSULTANT: | | HdLCoren & Cone |
|--------------------------------------|------------------------------------|--|
| RESPONSIBLE PRINCIPAL OF CONSULTANT: | | Attn: Paula Cone |
| CONSULTANT'S ADDRESS: | | 120 State College Boulevard, Suite 200 Brea, CA 92821 |
| CITY'S ADDRESS: | | City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager |
| PREPARED BY: | | Christy Pinuelas |
| COMMENCEMENT DATE: | | 7/1/2019 |
| TERMINATION DATE: | | 7/1/2021 |
| CONSIDERATION: | | Contract Price \$32,000 Not to Exceed: \$16,000/yr |
| ADDITIONAL SERVICE | S (Describe Services, Amour | nt, and Approval): |
| | Amount: \$ Ai | |

AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF AGOURA HILLS AND HDL COREN & CONE

THIS AGREEMENT is made and effective as of July 1, 2019, between the City of Agoura Hills, a municipal corporation ("City") and HdL Coren & Cone ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. <u>TERM</u>

This Agreement shall commence on July 1, 2019, and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 1, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

The city may, at its option, extend this agreement for one additional term of three year[s] upon providing written notice of its intent to extend this agreement to the consultant not less than thirty (30) days prior to the expiration of the initial term. Such extension shall be at the same price and conditions as set forth herein

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

2. PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

3. PAYMENT

A. The City agrees to pay Consultant quarterly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Forth-Eight Thousand Dollars and Zero Cents (\$48,000.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth

- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.
- C. Consultant shall submit invoices quarterly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

4. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "PAYMENT" herein.

5. <u>DEFAULT OF CONSULTANT</u>

- A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.
- B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within

such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

6. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

C. Non-Disclosure of Proprietary Information

In performing its duties under this Agreement, CONSULTANT will produce reports, technical information and other compilations of data to CITY. These reports, technical information and compilations of data are derived by CONSULTANT using methodologies, formulae, programs, techniques and other processes designed and developed by CONSULTANT at a substantial expense. CONSULTANT 'S reports, technical information, compilations of data, methodologies, formulae, software, programs, techniques and other processes designed and developed by CONSULTANT shall be referred to as Proprietary Information. CONSULTANT 'S Proprietary Information is not generally known by the entities with which CONSULTANT competes.

CONSULTANT desires to protect its Proprietary Information. Accordingly, CITY agrees that neither it nor any of its employees, agents, independent consultants or other persons or organizations over which it has control, will at any time during or after the term of this Agreement, directly or indirectly use any of CONSULTANT 'S Proprietary Information for any purpose not associated with CONSULTANT 'S activities. Further, CITY agrees that it nor any of its employees, agents, independent consultants or other persons or organizations over which it has control, will disseminate or disclose any of CONSULTANT'S Proprietary Information to any person or organization not connected

also agrees that consistent with its obligations under the California Public Records Act and related disclosure laws, it will undertake all necessary and appropriate steps to maintain the proprietary nature of CONSULTANT 'S Proprietary Information. Any use of the Proprietary Information or any other reports, records, documents or other materials prepared by CONSULTANT hereunder for other projects and/or use of uncompleted documents without specific written authorization by the CONSULTANT will be at the CITY's sole risk and without liability to CONSULTANT.

7. INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

8. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- A. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as:
- 1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.
- 2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- 3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.
- B. <u>Minimum Limits of Insurance</u>. Consultant shall maintain limits no less than:
- 1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.
- 3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.
- C. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.
- E. <u>Other Insurance Provisions</u>. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no

special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- 2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- 4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- F. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.
- G. <u>Verification of Coverage</u>. Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- H. <u>Mailing Instructions</u>. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

9. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

11. RELEASE OF INFORMATION

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review

any such response does not imply or mean the right by City to control, direct, or rewrite said response.

12. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills

30001 Ladyface Court

Agoura Hills, California 91301

Attention: City Manager

120 S. State College Blvd. Suite 200

Brea, CA 92821

HdL Coren & Cone

Attention: Paula Cone

13. ASSIGNMENT

To Consultant:

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

14. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

15. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

16. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. <u>AUTHORITY TO EXECUTE THIS AGREEMENT</u>

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Linda L. Northrup, Mayor ATTEST: Kimberly M. Rodrigues, MMC City Clerk Date Approved by City Council:

CITY OF AGOURA HILLS

APPROVED AS TO FORM:

Candice K. Lee, City Attorney

Hdl Coren and Cone 120 S. State College Blvd. Suite 200 Brea, CA 92821

By: Rula & Cone President.
Name: Paula J. Cone
Title:

By: Milho E. Cone Scritny
Name: Nichole E. Cone

Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:



PROPERTY TAX MANANGEMENT, INFORMATION AND AUDIT SERVICES SCOPE OF SERVICES

Services provided include property tax management service, real estate trend analyses, secured and unsecured parcel audits, budget projections, and Successor Agency support

Reports and Management Analyses (1)

The company will provide the following reports. Reports are also available from prior years if required.

- A five year history of the values within the city, successor agency and custom (city defined)
 geographic area;
- A listing of the largest value changes, positive and negative between tax years;
- A listing of the major property owners, including the assessed value of their property and property use code designation;
- A listing of the major property tax payers, including an estimate of the property taxes;
- A listing of property tax transfers which occurred since the lien date ordered by month;
- A multiple year comparison of growth by use code designation over a 10 year period;
- State Appropriation Limit calculations;
- Calculate an estimate of property tax revenue anticipated to be received for the fiscal year based upon the initial information provided by the County and subject to modification. This report is interactive for tax modeling. This estimate shall not be used to secure the indebtedness of the City.
- Property sales information, and Proposition 8 exposure and recapturing potential
- Analyses based on geo areas designated by the City to include assessed valuations and square footage computations for use in economic analysis and community development planning.

- Budget forecasting model for 1 and 5-year projections for General Fund, Successor Agency and VLF In Lieu Revenues.
- (1) Reports are based upon property tax information obtained from your county and supplemented by additional information from third parties. Some reports are dependent upon the availability of county data in electronic format.

Successor Agency Services

Successor Agency Services including but not limited to:

- Tax increment projections by project area and for the Successor Agency
- Cash flows for the Successor Agency as requested
- Assistance with Redevelopment Obligation Payment Schedules as requested (additional charges may be required)
- Estimates of property tax revenues to be received by the City as requested
- Provide access to the Oversight Board to City and former redevelopment agency documents at the direction of the Successor Agency
- Monitor the County distribution of tax-sharing revenues to the City and to taxing entities of the former redevelopment agency
- Coordinate as necessary with the Auditor-Controller the relationship between the taxsharing, debt service and other obligations of former redevelopment agency

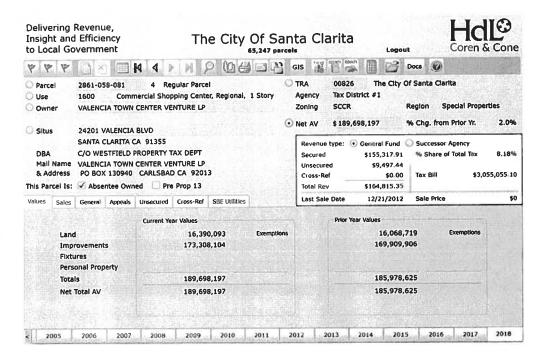
Monthly/Quarterly Reports and System Updates

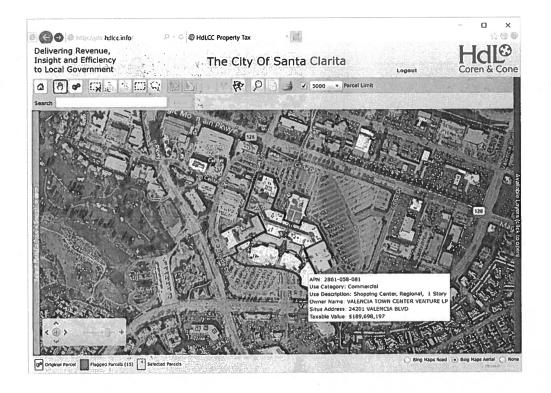
- A listing of property tax appeals filed on properties in the City where data is available for purchase from the Clerk of the Board.
- A listing of property transfers that have occurred since the last report will be available through the software provided and updated on a monthly basis.

Web-Based Software

- The HdLCC provides a web-based software application to clients as a user-friendly tool to
 access the City's property tax data. HdLCC provides updates to the data portion of the
 product on monthly basis to reflect changes in ownership, updated appeals filings, and deed
 recordings.
- As modifications and enhancements are made to the program, clients receive the enhanced version of the software at no additional cost. Training will be provided to city staff within the

first two months after the execution of the agreement for property tax management and audit services and is available annually for new staff members or staff requiring a refresher course. If additional training sessions are required, the fees in the compensation section under hourly fees will be charged.





Identification and Correction of Errors

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

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

HdL Coren & Cone 120 S State College Boulevard, Suite 200 Brea, California 92821 714.879.5000

EXHIBIT B PAYMENT RATES AND SCHEDULE

Fee for Services

Based on the number of parcels within Agoura Hills (7,842), our standard fee for property tax services is **\$3,037.50 per quarter**, (\$12,150 year) plus 25% of net tax revenues recovered for the City in the audits performed over the period allowable by State statute (current year and 3 prior lien date years). Net tax revenues mean the taxes received by the City through our audit efforts.

Work that is requested by the City and that is beyond the scope of services outlined in this proposal shall be charged on a time and material basis. No work shall be performed without prior written approval of the City. Fees for these services are as follows:

| Partner | \$225 per hour |
|----------------|----------------|
| Principal | \$195 per hour |
| Programmer | \$175 per hour |
| Associate | \$150 per hour |
| Senior Analyst | \$100 per hour |
| Analyst | \$ 65 per hour |
| Administrative | \$ 45 per hour |

Hourly rates are exclusive of expenses. Expenses, reasonable travel and lodging fees are billed at 1.15 times actual incurred costs.