

**Consultant Services Agreement**

**This Consultant Services Agreement** (the "Agreement") is made as of the 19th day of January, 2021 by and between HdL Coren & Cone, a California Corporation ("CONSULTANT") and the City of Santa Ana, a charter city and municipal corporation of the State of California ("CITY"). In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

**RECITALS**

- A. Property tax revenues can be verified and potentially increased through a system of continuous monitoring, identification and reconciliation to county records.
- B. An effective program of property tax management will assist the CITY in fiscal, economic and community development planning; and
- C. CITY desires the property tax data based reports and data analysis required to effectively manage the CITY property tax base and identify and recover revenues misallocated within the CITY, or to other jurisdictions; and
- D. CONSULTANT is a state-wide expert in such data analysis with over 200 public agency clients for whom such services are performed and has the programs, equipment, data and personnel required to deliver the property tax services referenced herein.
- E. The CITY desires to retain a consultant having special skill and knowledge in the field of professional services for Property Tax (Secured and Unsecured) Revenue Auditing, Recovery, Reporting, Analysis, and Legislative/State Agency Liaison and Implementation Monitoring Services as specified herein.
- F. In undertaking the performance of this Agreement, CONSULTANT represents that it possesses the necessary knowledge, qualifications, skills and personnel to provide such services. CONSULTANT warrants that any services performed by CONSULTANT under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

CITY hereby retains CONSULTANT, and CONSULTANT hereby agrees to provide such services as are set forth hereinbelow, in accordance with the terms and conditions of this Agreement, and represents and warrants to CITY that CONSULTANT accepts such assignment to perform those services, subject to those terms and conditions.

**1. SCOPE OF SERVICES**

(a) CONSULTANT shall perform services designated in the CITY's Request for Proposal (RFP) No. 20-126, dated October 1, 2020 attached to and incorporated herein as Exhibit "A" relating to revenue auditing, recovery, reporting, analysis, and legislative monitoring in connection with secured and unsecured property taxes, in the manner described in CONSULTANT'S RFP No. 20-126 response dated November 2, 2020 attached to and incorporated herein as Exhibit "B". Services are referenced herein as follows:

- i. “Base Services” as described in Section 4-2.0.
- ii. “Optional Services” as described in Section 4-3.0, performed at the request of CITY; and
- iii. “Additional Services” as described in Section 4-4.0, performed upon a written order by CITY.

(b) CONSULTANT shall provide said services at the time, place, and in the manner specified in the Schedule Of Performance - Timeline For Deliverables attached to and incorporated herein as EXHIBIT “C”.

(c) CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

## **2. COMPENSATION**

Upon execution of this Agreement, CITY will pay CONSULTANT as outlined in section 4-6.0 (Consideration). Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to CITY accounting procedures and proof of insurance as set forth in section 4-9.0 (Insurance and Indemnification). Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by CITY.

### **2-1.0 Annual Compensation Cap**

Compensation for each yearly period (February 1 through January 31) of services provided under this Agreement, including optional contract extension periods, shall be capped by City fiscal year period (July 1 through June 30) as follows:

Fiscal Year	Amount	Contingency	Total Amount
2020-21	\$11,625	\$15,000	\$26,625
2021-22	\$23,250	\$15,000	\$38,250
2022-23	\$23,250	\$15,000	\$38,250
2023-24	\$23,250	\$15,000	\$38,250
2024-25	\$23,250	\$15,000	\$38,250
2025-26	\$11,625	\$15,000	\$26,625

\$206,250

Provided however, that pursuant to a duly executed Change Order mutually agreed to by the parties in accordance with Section 4-4.0 of this Agreement, unspent contingency amounts authorized for a preceding City fiscal year period may be carried forward by written order of the Executive Director of Finance and Management Services to cover expenses for work or services agreed to by the parties but exceeding the annual CITY fiscal year compensation amount cap initially specified for such subsequent period under the provisions of this section.

## **2-2.0 Maximum Contract Compensation**

Maximum compensation payable to CONSULTANT for all services rendered by CONSULTANT to CITY, inclusive of all amounts payable for optional and contingency services shall not exceed \$206,250 unless an increase in maximum contract compensation shall be agreed to by the parties pursuant to duly executed amendment to this Agreement.

## **3. TERM**

The initial term for the provision of services as set forth in section 1 of this Agreement shall be for a period of three (3) years commencing February 1, 2021, with two (1) one-year options exercisable in the sole discretion of the City, by a writing executed by the City Manager and the City Attorney, if neither party has terminated said Agreement in accordance with section 3-1.0.

### **3-1.0 Termination.**

The Parties reserve the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to the non-terminating party, except that where termination is for cause, the Parties will comply with the dispute resolution process in Section 4-11.2. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 4-11.2.

### **3-2.0. Effect of Termination**

Upon issuance of any notice of termination, CONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The CONTRACTOR shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter; provided, however, that payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

## **4. GENERAL PROVISIONS**

### **4-1.0 Definitions**

For purposes of this Agreement, the following terms shall have the meaning stated below:

**Audit Review:** "Audit" or "Audit Review" shall mean the comparison of databases to ensure that parcels are correctly coded with the appropriate tax rate area to return revenue to the client city. Audits include the secured and unsecured tax rolls and where secured records are corrected; the corresponding unsecured records related to those properties are also corrected. A review of the calculation methodologies developed by auditor/controller offices in the administration of property tax is made to ensure compliance. New annexations are audited the 1st or 2nd year after the area's adoption due to the timing of LAFCO and the State Board of Equalization in assigning new tax rate areas and county processing of those changes.

**County:** "County" shall mean the County in which the CITY is located.

**Data Base:** "Data Base or Database" shall mean a computerized listing of property tax parcels and information compiled for CITY from information provided by the County.

**Days:** "Days" shall mean calendar days.

**Property Tax Roll:** "Property Tax Roll" shall mean the assessed values of parcels on the secured and unsecured lien date rolls as reported by the County.

**Proprietary Information:** "Proprietary Information" shall be the reports, technical information, compilations of data, methodologies, formula, software, programs, technologies and other processes previously designed and developed by CONSULTANT and used in the performance of the services hereunder.

**Successor Agency:** "Successor Agency" means the City's administration pursuant to Section 34176 of the Health and Safety Code of the former community redevelopment agency of CITY.

**Scope of Services:** "Scope of Services" shall mean all of the Base Services specified in Section 4-2.0 et seq., the Optional Services in Section 4-3.0 et seq., the Additional Services in Section 4-4.0, or any other services rendered hereunder.

**TRA:** "Tax Rate Area" shall mean the area subject to the tax rate.

#### **4-2.0 Base Services**

The CONSULTANT shall perform all of the following duties as part of the Base Services provided hereunder, unless otherwise specified in writing by the Contract Officer:

##### **4-2.1 Annual Services (Fixed Fee)**

Annually, after the Property Tax Roll is available:

(a) CONSULTANT shall establish a Database for CITY available through CONSULTANT'S online property tax application

(b) Utilizing the Database, CONSULTANT will provide:

(1) A listing of the major property owners in the CITY, including the assessed value of their property.

(2) A listing of the major property tax payers, including an estimate of the property taxes.

(3) A listing of property tax transfers which occurred since the prior lien date.

(4) A listing of parcels that have not changed ownership since the enactment of Proposition XIII A.

(5) A comparison of property within the CITY by county-use code designation.

(6) A listing by parcel of new construction activity utilizing city building department data, including building permits with assessor parcel numbers and project completion dates, to identify non-residential parcels with new construction activity and to provide reports for use in the CITY's preparation of Gann (Propositions 4 and 111) State Appropriation Limit calculations.

(7) A listing of multiple owned parcels.

(8) A listing of absentee owner parcels.

(9) Calculate an estimate of property tax revenue anticipated to be received for the fiscal year by the CITY. This estimate is based upon the initial information provided by the County and is subject to modification. This estimate shall not be used to secure the indebtedness of the CITY.

(10) Development of historical trending reports involving taxable assessed values for the CITY, median and average sales prices, foreclosure activity and related economics trends.

(11) Upon written request, analyses based on geographic areas designated by the CITY to include assessed valuations and square footage computations for use in community development planning.

#### **4-2.2 Successor Agency Services**

Successor Agency Services including but not limited to:

(c) Tax increment projections

(d) Cash flows for the Successor Agency by Project Area

(e) Assistance with Redevelopment Obligation Payment Schedules

(f) Assistance in providing property tax information for the taxing agencies receiving property tax revenues from former Project Areas

(g) Estimates of property tax revenues to be received by the taxing entities from former Project Areas

(h) Provide property tax information to the Oversight Board at the direction of the Successor Agency

(i) Provide access to the Oversight Board to AGENCY and former redevelopment agency documents at the direction of the Successor Agency

(j) Monitor the County distribution of tax-sharing revenues to the taxing entities of the former redevelopment agency

(k) Coordinate with the Auditor-Controller the relationship between the tax-sharing, debt service and other obligations of former redevelopment agency

(l) Prepare as needed an assessment resources available to the Successor Agency to meet the long term obligations of the former redevelopment agency

#### **4-2.3 Quarterly Services/Monthly Services (Fixed Fee)**

The CONSULTANT shall perform the following services quarterly:

(m) A listing of property tax appeals filed on properties in the CITY (selected counties).

(n) A listing of property transfers that have occurred since the last report.

(o) Monthly update of CONSULTANT'S web-based software program to include parcel transfer data and, in select counties, appeal updates.

#### **4-2.4 On-Going Consultation (Fixed Fee)**

During the term of this Agreement, CONSULTANT will serve as the CITY's resource staff on questions relating to property tax and assist in estimating current year property tax revenues. On-going consultation would include, but not be limited to, inquiries resolved through use of the CITY's data base.

### **4-3.0 Optional Services**

The following services are available on a time and materials basis:

#### **4-3.1 Specified Data**

Generation of specialized data-based reports which would require additional programming, the purchase of additional data, costs for county staff research, or similar matters not necessary to carry out services outlined in Section 4-2.0.

#### **4-3.2 County Research**

Any research with County agencies for which CONSULTANT does not have a current database.

#### **4-3.3 Bond Services**

Bond services are available for a fixed negotiated fee, including:

(p) Tax Allocation Bonds fiscal consultant reports

(q) Mello-Roos Special Tax studies

#### **4-3.4 Additional Meetings Requested**

Meetings in excess of the annual meeting to review the analysis of property tax data, trending information, and other findings with CITY shall be considered an Optional Service.

#### **4-4.0 Additional Services**

##### **4-4.1 Change Order Contingency:**

(a) From time-to-time, at CITY's option, CITY may request optional services and/or additional services of CONSULTANT at mutually agreed upon scope and fees.

##### **(b) Change Order**

No extra work may be undertaken unless a written "Change Order" is first given by the Contract Officer or his/her designee, to CONSULTANT, incorporating therein any material change in the scope, fees and/or administration of this Agreement proposed by CITY.

##### **4-4.2 Additional Work Or Services**

##### **(a) Extra Work or Services**

CITY shall have the right at any time during the performance of the work or services set forth in this Agreement, without invalidating said Agreement or any amendments thereto, to elect to exercise any existing option specified in the Scope of Services for extra work or services or to order extra work or services pursuant to a duly executed Change Order or to expend previously appropriated but unspent contingency funds authorized to be carried forward by the Executive Director of Finance and Management Services to cover expenses for work or services agreed to by the parties but exceeding any annual CITY fiscal year compensation amount cap initially specified under the Compensation provisions of this Agreement or thereby make changes by altering, adding to or deducting from said work or services.

##### **(b) Maximum Contract Compensation Cap**

Net total compensation to CONSULTANT shall not, as the result of any Change Order, exceed the maximum contract compensation amount set forth under Section 2-2.0 of this Agreement, unless an increase in maximum contract compensation shall be agreed to by the parties pursuant to duly executed amendment of this Agreement.

#### **4-5.0 Obligations of the Parties With Respect to Services**

##### **4-5.1 City Materials and Support**

CITY agrees to provide the following information:

- (a) Current CITY maps and zoning map;
- (b) A copy of reports received by the CITY annually from the Auditor-Controller's office detailing assessed values (secured, unsecured and utilities), as well as unitary values for reconciliation analysis;
- (c) Parcel listing and maps of CITY parcel annexations since the lien date roll;
  - i. A listing of completed new construction projects with Assessor's map book, page and parcel numbers (APN) for proper identification and tracking for two years prior to the date of this Agreement. If the data does not include the APN information, CONSULTANT will research this information at an additional cost;
  - ii. A listing of the CITY levies assessment districts and direct assessments.

#### **4-5.2 Compliance with Law**

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the CITY and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

#### **4-5.3 License, Permits, Fees and Assessments**

CONSULTANT shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. CITY shall assist CONSULTANT in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

#### **4-5.4 Further Responsibilities of Parties**

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

### **4-6.0 Consideration**

#### **4-6.1 Base Fixed Fee Services**

CONSULTANT shall provide the Base Services described in Section 4-2.0 above, for a fixed annual fee of \$ 23,250 (invoiced quarterly).



#### **4-6.2 Optional Services**

Fees for Optional Services as outlined in Services in Section 4-3.0 above (except Section 4-3.4) shall be billed at the following hourly rates:

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

Hourly rates are exclusive of expenses and are subject to adjustment by CONSULTANT annually, beginning July 31, 2022 by the United States Department of Labor Bureau of Labor Statistics All Urban Consumers Consumer Price Index (CPI) as determined for the Los Angeles-Riverside-Orange County California Area - Base Period 1982-84 = 100, as measured by the change in the CPI from the monthly period ending January 31, 2021 thru June 30 of each year. July 31<sup>st</sup> of each year CONSULTANT shall provide CITY with an updated schedule of hourly rates. Annually adjusted hourly rates will not change (+ / -) by more than 4 percent (%) per year. In addition, expenses for Optional Services shall be billed at 1.15 times actual incurred costs.

#### **4-6.3 Fees for Bond Services**

Services under Section 4.5.0 above will be determined depending upon the complexity of the bond issue and the time available for completion of the task and will be mutually agreed to be the parties.

#### **4-6.4 Indirect Expenses**

Except as specified above, no other charges shall be made for direct or indirect expenses incurred by CONSULTANT in performing the services in the Scope of Services including for administrative overhead, salaries of CONSULTANT'S employees, travel expenses or similar matters.

#### **4-6.5 Due Date**

All fees are due 45 days immediately following billing. All amounts that are not paid when due shall accrue interest from the due date at the rate of one percent per month (12% per annum).

#### **4-7.0 Term Performance Schedule**

##### **4-7.1 Implementation**

Implementation of services should begin as soon as possible from the Effective Date for the performance of services under the terms of this Agreement.

##### **4-7.2 Schedule of Performance**

CONSULTANT shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the

time period(s) established in the "Schedule of Performance" attached hereto as Exhibit C", and incorporated herein by this reference. When requested by the CONSULTANT, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

#### **4-7.3 Force Majeure**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the CONSULTANT, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified.

#### **4-8.0 Coordination of Work or Services**

##### **4-8.1 Representative of CONSULTANT**

The following principals of CONSULTANT are hereby designated as being the principals and representatives of CONSULTANT authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

HdL COREN & CONE  
Principals & Representatives

Paula Cone, President - Management Contact  
Nichole Cone, V.P. - Project Manager

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for CITY to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of CONSULTANT and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by CONSULTANT without the express written approval of CITY.

##### **4-8.2 Contract Officer**

The Contract Officer shall be the person designated hereunder by CITY. It shall be CONSULTANT's responsibility to assure that CITY's Contract Officer is kept informed of the progress of the performance of the consulting services set forth in this Agreement and CONSULTANT shall refer any decisions which must be made by CITY to the Contract Officer. The Contract Officer shall have authority to enter into Change Orders with CONSULTANT pursuant to this Agreement. The Contract Officer shall have authority to sign all documents on behalf of CITY required hereunder to carry out the terms of this Agreement. Unless otherwise

specified herein, any approval of CITY required hereunder shall mean the approval of the Contract Officer.

City of SANTA ANA  
Contract Officer

Kristine Ridge, City Manager  
or designee

#### **4-8.3 Prohibition Against Subcontracting or Assignment**

The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for the CITY to enter into this Agreement. Therefore, CONSULTANT shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the CITY. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than fifty percent (50%) of the present ownership and/or control of CONSULTANT, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the CONSULTANT or any surety of CONSULTANT of any liability hereunder without the express consent of CITY.

#### **4-8.4 Independent Contractor**

Neither the CITY nor any of its employees shall have any control over the manner, mode or means by which CONSULTANT, its agents or employees, perform the services required herein, except as otherwise set forth herein. CITY shall have no voice in the selection, discharge, supervision or control of CONSULTANT'S employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. CONSULTANT shall perform all services required herein as an independent CONSULTANT of CITY and shall remain at all times as to CITY a wholly independent CONSULTANT with only such obligations as are consistent with that role. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of CITY. CITY shall not in any way or for any purpose become or be deemed to be a partner of CONSULTANT in its business or otherwise or a joint venturer or a member of any joint enterprise with CONSULTANT.

### **4-9.0 Insurance and Indemnification**

#### **4-9.1 Insurance**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its Subcontractors, if any, to obtain and maintain insurance as described below:

- (a) Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims

arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$2,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.

(b) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for hired and non-owned automobiles. Due to the nature of the services under this Agreement not contemplating use of owned autos, coverage for owned autos shall not be required.

(c) Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.

(d) Errors and omissions insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.

(e) Cyber/Technology liability insurance, together with Crime, and Fiduciary liability insurance with a limit of not less than \$1,000,000.00 per claim with \$2,000,000 in the aggregate.

(f) The following requirements apply to the insurance to be provided by Consultant pursuant to this section:

- i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
- ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
- iii. City of Santa Ana, its officers, employees, agents and representatives shall be Additional Insureds with respect to General Liability and Auto Liability Insurance is Primary and Non-Contributory.
- iv. Certificates and policies shall state that the policies shall

not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City of cancellation with ten (10) days prior notice for non-payment of premium in accordance with policy provisions.

- v. Consultant shall supply City with a fully executed additional insured endorsement.
- vi. Certificates of insurance endorsements shall show the City as a certificate holder as follows:

City of Santa Ana  
Risk Management Division, 4<sup>th</sup> Floor  
20 Civic Center Plaza  
Santa Ana, CA 92701

- vii. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.

#### **4-9.2 Indemnification**

CONSULTANT agrees to indemnify the CITY, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of CONSULTANT, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of CONSULTANT hereunder, or arising from CONSULTANT'S negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the CITY, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the CITY, its officers, agents or employees, who are directly responsible to the CITY.

#### **4-9.3 Sufficiency of Insurer or Surety**

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the CITY due to unique circumstances. In the event the Risk Manager of CITY ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONSULTANT agrees that the minimum limits of the insurance policies and the performance bond required by this Section 4-9.0 may be changed accordingly upon receipt of written notice

from the Risk Manager; provided that the CONSULTANT shall have the right to appeal a determination of increased coverage by the Risk Manager to the CITY Council of CITY within 10 days of receipt of notice from the Risk Manager.

#### **4-10.0 Records and Reports**

##### **4-10.1 Reports**

CONSULTANT shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

##### **4-10.2 Records**

CONSULTANT shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

##### **4-10.3 Non-Disclosure of Proprietary Information**

(a) 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.

(b) CONSULTANT desires to protect its Proprietary Information. Accordingly, CITY agrees that neither it nor any of its employees, agents, independent contractors 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 contractors 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 with CONSULTANT, without the express written consent of CONSULTANT. The CITY 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.

(c) 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, and the CITY shall indemnify the CONSULTANT for all damages resulting therefrom.

#### **4-10.4 Release of Documents Pursuant to Public Records Act**

Notwithstanding any other provision in this Agreement, all obligations relating to disclosure of Proprietary Information remain subject to the Freedom of Information Act or California Public Records Act, Cal. Gov't Code §§ 6250 et seq. (collectively, the "PRA"). The Parties intend that if CITY is served with a request for disclosure under the PRA, or any similar statute, the CITY in good faith will make the determination as to whether the material is disclosable or exempt under the statute, and shall resist the disclosure of Proprietary Information which is exempt from disclosure to the extent allowable under the law. CITY shall advise CONSULTANT in writing five (5) days prior to the intended disclosure of any decision to disclose Proprietary Information, and the reasons therefore, and if CONSULTANT then timely advises CITY in writing that it objects to the disclosure, CITY shall not disclose the information. In such case, CONSULTANT shall then be solely liable for defending the non-disclosure and shall indemnify and hold CITY harmless for such nondisclosure.

### **4-11.0 Enforcement of Agreement**

#### **4-11.1 California Law - Venue**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **4-11.2 Disputes**

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit CITY's or the CONSULTANT'S right to terminate this Agreement without cause pursuant to Section 3-1.0.

#### **4-11.3 Waiver**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### **4-11.4 Rights and Remedies are Cumulative**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### **4-11.5 Legal Action**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

#### **4-11.6 Attorneys' Fees**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **4-12.0 City Officers and Employees: Non-Discrimination**

#### **4-12.1 Non-liability of CITY Officers and Employees**

No officer or employee of the CITY shall be personally liable to the CONSULTANT, or any successor in interest, in the event of any default or breach by the CITY or for any amount which may become due to the CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

#### **4-12.2 Conflict of Interest**

No officer or employee of the CITY shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the



financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The CONSULTANT warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

#### **4-12.3 Covenant Against Discrimination**

CONSULTANT covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

#### **4-13.0 Miscellaneous Provisions**

##### **4-13.1 Notice**

Any Notice: Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement, not delivered personally, are deemed received on the third business day after mailing if sent by regular mail, or the next business day if sent by express mail courier via overnight delivery.

If to CITY: Kathryn Downs  
Executive Director  
Finance and Management Services Agency  
20 Civic Center Plaza (M-17)  
Santa Ana, CA 92701  
Phone: (714) 647-6960  
Facsimile: (714) 647-5414  
Email: [kdowns@santa-ana.org](mailto:kdowns@santa-ana.org)

Willard V. Holt  
Treasury and Customer Services Manager  
20 Civic Center Plaza (M-15)  
Santa Ana, CA 92701  
Phone: (714) 647-5456  
Facsimile: (714) 647-5304  
Email: [wholt@santa-ana.org](mailto:wholt@santa-ana.org)

Waldo Barela  
Budget and Research Manager  
20 Civic Center Plaza (M-17)  
Santa Ana, CA 92701  
Phone: (714) 647-5428  
Facsimile: (714) 647-5414  
Email: [wbarela@santa-ana.org](mailto:wbarela@santa-ana.org)

If to CONSULTANT: Paula Cone  
President  
HdL Coren & Cone  
1340 Valley Vista Dr., Ste. 200  
Diamond Bar, CA 92765  
Phone: (909) 861-4335 x307  
Facsimile: (909) 861-7726  
Email: [pcone@hdlccpropertytax.com](mailto:pcone@hdlccpropertytax.com)

Nichole Cone  
Vice President  
HdL Coren & Cone  
1340 Valley Vista Dr., Ste. 200  
Diamond Bar, CA 91765  
Phone: (909) 861-4335 x337  
Facsimile: (909) 861-7726  
Email: [ncone@hdlccpropertytax.com](mailto:ncone@hdlccpropertytax.com)

#### **4-13.2 Professional Licenses**

CONSULTANT shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the CITY of Santa Ana and all other governmental agencies. CONSULTANT shall notify the CITY immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

#### **4-13.3 Performance of Services - Representation**

CONSULTANT shall perform all services with the necessary knowledge and skills required to perform the tasks. CONSULTANT or personnel of CONSULTANT engaged in the performance of such services shall not represent themselves to be, nor shall they be deemed to be, employees of CITY for any purpose whatsoever.

#### **4-13.4 Performance of Services - Cooperation & Assistance**

CITY agrees that its employees will cooperate with and assist representatives of CONSULTANT in every reasonable way to enable CONSULTANT to secure all information and data required to perform the services herein provided for. CONSULTANT shall have no liability for defects in the services attributable to CONSULTANT's reliance upon or use of data, design

criteria, drawings, specifications, or other information furnished by CITY or third parties retained by CITY.

#### **4-13.5 Public Release and Statements**

Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

#### **4-13.6 Equal Opportunity to Draft**

The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

#### **4-13.7 Interpretation**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement. In the event of any conflict between the provisions of this Agreement and those set forth in any exhibit referenced and incorporated herein, the provisions of the Consultant Services Agreement shall prevail.

#### **4-13.8 Integration; Amendment**

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

#### **4-13.9 Severability**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby

declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

#### **4-14.0 Execution**

##### **4-14.1 Corporate Authority**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

##### **4-14.2 Counterpart Signature and Delivery**

This Agreement must be signed below and may be signed in separate counterparts including facsimile copies and delivered by fax, email as a PDF (Portable Document Format) file attachment, or by other means that displays the original or a copy of the signatures. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties. Any subsequent amendments to this Agreement may be signed and delivered in the same manner.

///

///

{signatures on following page}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO  
CITY Attorney

By: John M. Funk  
John M. Funk  
Sr. Assistant City Attorney

RECOMMENDED FOR APPROVAL:

CONSULTANT

Kathryn Downs  
Kathryn Downs, Executive Director  
Finance & Management Services Agency  
City of Santa Ana

Paula Cone  
Paula Cone, President  
HdL Coren & Cone  
A California Corporation

# EXHIBIT A

**City of Santa Ana  
Finance & Management Services Agency  
Treasury & Customer Services Division**



## **REQUEST FOR PROPOSALS**

**RFP # 20-126**

**Property Tax Revenue Auditing,  
Recovery, Reporting, Analysis, and  
Legislative/State Agency Liaison and  
Implementation Monitoring Services**

**Issued:** October 1, 2020  
**Due Date:** October 30, 2020, 4:00 PM (PST) deadline  
**Submit to:** City of Santa Ana Finance & Management  
Services Agency  
RFP#20-126  
20 Civic Center Plaza, 1<sup>st</sup> Floor  
Santa Ana, CA 92701  
Attn: Management Analyst, Alex Gutierrez

**Project Coordinators:**

*Willard V. Holt, Treasury & Customer Services Manager*

*Waldo Barela, Budget Supervisor*

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**REQUEST FOR PROPOSALS**  
**Professional Consultant Services For**  
**Property Tax Revenue Auditing, Recovery, Reporting, Analysis, and**  
**Legislative/State Agency Liaison and Implementation Monitoring Services**

**I. INTRODUCTION**

- A. Purpose.** The City of Santa Ana's Finance & Management Services Agency, Treasury & Customer Service Division is soliciting responses from qualified firms with extensive experience in revenue auditing, recovery, reporting and analyses services. The goal of the professional consultant services is to: (1) assist in collecting additional general tax revenues due to the City, as determined from auditing, recovery, reporting and associated compliance activities to include Secured and Unsecured Property Tax; (2) assist in development of property tax revenue forecast models for Secured and Unsecured Property Tax; (3) provide reporting/allocation research database applications for Secured and Unsecured Property Tax; (4) provide a combined geographically based (GEO/GIS) revenue information database application to include: Secured and Unsecured Property Tax; (5) provide legislative and state agency liaison and implementation monitoring (including coordination with City's state and federal lobbyists in connection with legislation/regulation relating to City's general tax revenue sources. Please structure your proposal to include **Section III, Scope of Services and Term of Contract, subsection A** and one or more of the response items numbered (1) through (5) above. Please be specific in your proposal as to which response item(s) the proposal is addressing.

All proposals shall be submitted in accordance with the format and information listed in Section V, **Proposal Submittal Requirements**.

- B. Deadline.** Proposals are to be received by 4:00 p.m. (PST) on **OCTOBER 30, 2020** as described in **Section V, Proposal Submittal Requirements** of this Request for Proposals (RFP).
- C. Background.** The Finance & Management Services Agency, Treasury & Customer Services Division is responsible for overseeing and providing revenue collection for a variety of City revenues, including but not limited to taxes, charges, fees, fines, deposits and reimbursements. In support of this mission, the Division uses external professional consultants/vendors to ensure that the City recovers all revenues that are due, including but not limited to sales & use, property, hotel visitors', utility users', business license and medical marijuana taxes.

**II. SELECTION PROCESS**

- A. Selection Process.** After the submittal deadline has passed, a selection committee comprised of staff from pertinent City agencies/departments will review each proposal received and make a selection.

A selection may be made based solely on review of the proposals and references.

Interviews may or may not be conducted with the top ranked firms and considered in the selection. The City will enter into a Professional Services Agreement (Attachment 11) with the top ranked firm(s) after City Council authorization. The City will enter into an agreement with the qualified professional consultant for the source of revenue listed in **Section III [Scope of Services Term of Contract]** below, and for the different response items numbered (1) through (5) as described in **Section I [Introduction], subsection A [Purpose]**, above. (**Attachments 1 through 10** must be submitted by each firm proposing in combination); all subcontractors must be identified.

The proposals will be evaluated and ranked based upon the criteria provided in **Attachment 13 – Proposal Rating Form** which includes: (1) Qualifications - expertise and knowledge of the Professional Consultant/Vendor, (2) Experience - Professional Consultant/Vendor's experience in revenue auditing, revenue recovery, revenue reporting, revenue analyses, knowledge of municipal revenue operations generally, (3) Client References; (4) Proposed Scope of Services and Term of Contract – proposal quality and completeness, interview and demonstration(s) (as applicable); and (5) Cost of Providing Services. Interview evaluation factors, if held, will include an overall demonstration of the Professional Consultant/Vendor's ability to provide revenue recovery, revenue reporting, revenue analyses and legislative & state agency liaison and implementation monitoring services.

The criteria for evaluating the proposals submitted will take the following items into consideration:

• Professional Consultant/Contractor Qualifications	15%
• Professional Consultant/Contractor Experience	15%
• Client References	15%
• Proposed Scope of Services	35%
• Cost of Providing Service	20%

A final score will be calculated for each submitted proposal and used to rank the Proposers. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Santa Ana after all factors have been evaluated.

The issuance of this RFP shall not be interpreted as, and does not constitute, a representation by the City that any specific firm or firms will be retained to perform any of the services described herein, and a firm shall not acquire any right or entitlement to be retained for such purpose by virtue of submitting a proposal in response to this RFP. The City reserves the right to issue additional RFP(s) for the performance of these services during the service period specified below. The City may select qualified firms that submit proposals in response to this RFP, and/or any subsequent RFP, to perform all, some or any of the professional services required by the City. The City also reserves the option to cancel or modify this RFP and the selection process at any time.

## B. Selection Schedule.

*Note: This schedule is subject to change*

Activity	Estimated Date
RFP Issue Date	October 1, 2020
Deadline for Receipt of Written Questions	October 8, 2020 @ 5:00 pm (PST)
Pre-Proposal Teleconference (Possible)	October 12, 2020 (Time/Place TBD)
RFP Addenda to be Issued Addressing Questions	October 15, 2020
RFP Submissions Due	October 30, 2020 – 4:00 pm (PST)
Interviews (Demonstrations if desired by City) and Evaluations	Week of November 2, 2020 – If possible & if panel has reviewed proposals
Present Recommended Proposal to City Council	on or about December 15, 2020
Begin New Contract	January 1, 2021

### III. SCOPE OF SERVICES AND TERM OF CONTRACT

#### A. Source of Revenue

Provide assistance and provide Property Tax Revenue Auditing, Recovery, Reporting, Analysis, and Legislative/State Agency Liaison and Implementation Monitoring Services for the following sources of revenue:

- Secured and Unsecured Property Tax (on-going)

#### B. Related Services

Related to the above audit services, the Professional Consultant/Vendor would:

- Represent City for purposes of examining records related to the above revenue sources to identify and confirm any errors/omissions leading to deficient payments to the City.
- For each error/omission identified and confirmed, prepare the appropriate documentation to facilitate recovery of revenue due to the City including any applicable penalties and interest.
- Prepare and forward to the appropriate parties requests for corrective action and revenue recovery.
- Meet with designated City officials as necessary to review consultant's findings and recommendations.
- Provide any additional assistance as necessary to support the City in recovering and preventing tax delinquencies.
- Combined GEO/GIS Based Revenue Information Application (GRIA): To include Secured and Unsecured Property Tax, Documentary Stamp Tax (Property Transfer Tax), aggregated by City of Santa Ana assessor's parcel number (APN)/situated address.
- Legislative/State Agency Liaison and Implementation Monitoring: For all revenue sources provide federal, state, and local legislative and state agency liaison and program implementation monitoring (including coordination with City's state and federal lobbyists in connection for legislation/regulation relating to City's general tax revenue sources).

#### C. Secured and Unsecured Property Tax – Additional Requirements

1. General Strategy
  - a. Describe the general strategy for property tax and economic analysis.
  - b. Define the role of City staff and City records as it relates to your efforts.
  - c. Identify what sources of information will be needed and the means with which they will be acquired.
2. Objectives and Methodology
  - a. Identify the specific procedures you will use to detect, correct, and recover misallocated property tax for the City.
3. Property Tax Reporting Services

The successful Proposer shall:

- a. Annually, after the lien date roll becomes available, establish a special database, which will include, for each property parcel within the City boundaries, the assessed values for the secured and unsecured property tax rolls. The major property owners' and property taxpayers' listings shall be provided on an annual basis. Tracking and trend analysis of property transfers, use type comparisons (e.g. – residential vs. commercial/industrial), pre-Prop 13 assessment parcels, new construction activity, multiple-owned parcels, absentee-owned parcels and other information will be provided to assist staff in fiscal, economic and community development planning.
- b. Each year, after the lien date roll is available, update reports identifying property transfers. Additional reports using the databases will be prepared to identify errors, analyze City tax rate areas and taxing agencies and provide comparative information. Printouts, graphs and comparative data will be provided on a quarterly basis.
  - i. Quarterly reporting. Prepare a quarterly report on the City's secured and unsecured property tax revenues and properties/businesses generating these revenues. The report should identify and analyze revenue performance, trends, gains, declines, projections, and pertinent issues. Additionally, the report also should show the secured and unsecured property tax performance for specific geographically coded (GEO/GIS) areas in the City (e.g. Downtown Business Improvement District, Main Place Mall, South Main Street Corridor, Santa Ana Auto Mall, etc.), with a detailed listing of the properties/businesses and amount of secured and unsecured property tax generated by each in these areas. Secured and unsecured property tax performance Citywide, by business, and by area should compare the most recent quarter and year to the applicable prior period quarter and year. Quarterly report data should also be made available in Word formatted documents and PDFs with graphs & charts available in Excel format and tables available in Excel or Access data table format, allowing for easy query of the data by authorized City staff. The consultant should also be available to City staff to answer periodic questions regarding property tax issues and performance.
  - ii. Additionally, provide electronic reporting research database application for City Secured and Unsecured Property Tax (client/server or web-based portal application). Application should allow authorized City staff to search, query, filter/sort and export secured and unsecured property tax data (in common data formats; e.g. Access, Excel, etc.) for staff presentation and analysis based on assessor's parcel number (APN), situs address, primary and secondary owners' names, use type code, and tax assessment rate. Application must incorporate specified pre-existing geographically coded (GEO/GIS) areas, districts or zones and support modification to as well as addition of GEO/GIS areas, districts or zones. Provide information regarding state and local legislative issues, including an analysis of their potential impact on the City.
  - iii. Provide other reports identifying other pertinent issues as mutually agreed upon.
  - iv. Assist in development of Secured and Unsecured Property Tax budget revenue forecast model.
  - v. Provide a reconciliation of assessed values (secured and unsecured lien date valuations) to County records, which will be used to project annual property

tax figures for the City's use in revenue forecasting.

- c. Provide a report extract identifying non-owner occupied absentee commercial and residential property owner transfers (in common formats; e.g. Access, Excel, etc.) at minimum quarterly but not to exceed monthly as mutually agreed. Information fields required in report extract:

- i. Field 1 – Property Address
- ii. Field 2 – Parcel Number (APN)
- iii. Field 3 – 1<sup>st</sup> Owner Name
- iv. Field 4 – 1<sup>st</sup> Owner Address
- v. Field 5 – 2<sup>nd</sup> Owner Name
- vi. Field 6 – 2<sup>nd</sup> Owner Address
- vii. Field 7 – Owner mailing address
- viii. Field 8 – Sale/Transfer Date
- ix. Field 9 – Absentee Owner (Y/N)
- x. Field 10 – Use Code
- xi. Field 11 - Property Type
- xii. Field 12 – Number of Units
- xiii. Field 13 – Year Built
- xiv. Field 14 – Square Feet
- xv. Field 15 – Lot Square Feet
- xvi. Field 16 – Last Buyer
- xvii. Field 17 – Last Seller
- xviii. Field 18 – Last Transfer Date
- xix. Field 19 – Previous Buyer
- xx. Field 20 – Previous Seller
- xxi. Field 21 – Previous Transfer Date

- d. Provide the base year values by tax rate areas for all redevelopment project areas, and verify that all redevelopment parcels are correctly assigned to tax rate areas and taxing agencies. Tax increment projects based on net assessed values after factoring for base year values and exemptions will be furnished.

#### 4. Analysis and Identification of Misallocation Errors

- a. Conduct an analysis to identify and verify, in both the City and within Successor Agency (former redevelopment agency) project areas, parcels that are miss-assigned by Tax Rate Area (TRA) and provide the correct TRA designation to the proper County agency. Typical errors include parcels assigned to incorrect TRAs within the City or an adjacent city, TRAs allocated to wrong taxing agencies and parcels missing from redevelopment project areas.
- b. Reconcile the annual auditor-controller assessed valuations report to the assessor's lien date rolls and identify discrepancies.
- c. Review parcels on the unsecured roll to identify inconsistencies such as value reductions, values being reported to a mailing address rather than the site's address, and errors involving TRAs.
- d. Property transfers and new construction completions will be tracked to determine whether reassessment is performed within a reasonable time frame. The City will be notified of parcels which have failed to be reassessed.

- e. Review and analyze Community Development Agency fiscal agreements for the purpose of verifying tax increment projects, pass-through monies and development tax increment guarantees.
  - f. Utilize City Planning and Building Agency data, including building permits with assessor parcel numbers and project completion dates, to identify non-residential parcels with new construction activity and provide reports for use in the City's preparation of Prop 4 and 111 State Appropriation Limit calculations.
5. Statistical Reporting Package for Comprehensive Annual Financial Report (CAFR)
- a. During the term of the Agreement, successful Proposer shall provide the following reports annually:
    - i. Use type category summary for current fiscal year
    - ii. Property tax dollar breakdown for current fiscal year
    - iii. Roll summary for current fiscal year
    - iv. Net taxable assessed value for last ten (10) fiscal years
    - v. Assessed value of taxable property: (1) secured, unsecured, and non-unitary for last ten fiscal years
    - vi. Assessed value of taxable property by category for last ten (10) fiscal years
    - vii. Top ten property tax payers for current fiscal year
    - viii. Top ten property tax payers ten (10) fiscal years ago
    - ix. Direct and overlapping property tax rates for last ten (10) fiscal years
    - x. Demographic and economic statistics for last ten (10) calendar years
    - xi. Single family residential sales value history
    - xii. Computation of direct and overlapping bonded debt
6. On-Going Consultation
- a. During the term of the Agreement, successful Proposer shall serve as the City's resource staff on questions relating to property tax and assist in estimating property tax revenues for proposed redevelopment project areas.
7. Supplemental Secured Property Tax Services – Direct Assessments \*
- a. During the term of the Agreement, successful Proposer shall analyze City owned property parcels within the City with regard to all direct assessments (direct assessments consist of non-valuation charges on property tax statements) to determine whether a reduction in one or more direct assessment charges is feasible and will result in a refund recovery of amounts over-assessed and previously paid.

Based on state laws and local ordinances that govern the direct assessment agencies, the successful Proposer will analyze the methodologies employed by various taxing agencies to collect data related to imposing direct assessments to ensure that they are correct and to assist the City in limiting its future direct assessment charges to the minimum allowable.

\* [Note: Supplemental Secured Property Tax Services are severable from other Secured and Unsecured Property Tax Revenue Auditing, Recovery, Reporting, Analysis, and Legislative/State Agency Liaison and Implementation Monitoring Services and may be proposed and bid as a separate stand-alone item.]

#### **D. Geographically Based Revenue Information Application – Additional Requirements**

1. Provide combined geographically based (GEO/GIS) revenue information application to include:
  - Secured and Unsecured Property Tax
  - Documentary Stamp Tax (Property Transfer Tax)
2. Aggregated by City of Santa Ana assessor's parcel number (APN)/situation address.
3. Permitting authorized City staff to search, query, filter/sort and export all above identified tax data (in common data formats; e.g. Access, Excel, etc.) for staff presentation and analysis based on assessor's parcel number (APN), situation address, primary and secondary owners' names, use type, tax assessment rate, business name, business license number, and CDTFA permit (full). Application must incorporate pre-existing specified GEO/GIS coded areas and support modification to as well as addition of GEO/GIS areas.

#### **E. Term of Contract**

The services described herein shall be provided for a three (3) year period, from January 1, 2021 to December 31, 2023, with an option exercisable by the City for two (2) one year extensions unless either party provides written notice of its intention not to renew ninety (90) days prior to the end of the then current term. All terms and conditions of the Agreement shall remain effective during any additional renewal term.



#### IV. COST/BID PROPOSAL FORM

Proposers should provide a cost breakdown for the proposed source of revenue bid under **Section III [Scope of Services - Term of Contract], subsection A [Source of Revenue]** and for each desired response item bid - numbered (1) through (5) - as described in **Section I [Introduction], subsection A [Purpose]** in the format as shown in **Attachment 6 COST/BID PROPOSAL FORM**.

#### V. PROPOSAL SUBMITTAL REQUIREMENTS

Firms interested in responding are required to submit both a complete proposal electronically to the City's online proposal management and publication system called PlanetBids, and also submit a signed original proposal, plus five (5) additional printed copies (all bound), and one (1) electronic copy on a flash drive must be delivered to Santa Ana City Hall no later than **4:00 p.m. (PST) on OCTOBER 30, 2020**. Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. *The City will only receive and consider those proposals that were transmitted successfully by the submittal deadline.*

- Six (6) bound copies of the submittal
- Flash Drive with Word-formatted documents and PDFs containing the following:
  - Scope of Services (**Section III**)
  - Proposer's Cover Sheet (**Attachment 1**)
  - Proposer's Statement (**Attachment 2**)
  - Company Information Form (**Attachment 3**)
  - Summary Sheet (**Attachment 4**)
  - Five (5) Client Reference Forms (**Attachment 5**)
  - Cost/Bid Proposal Form(s) (**Attachment 6**)
  - Proposer's Certification Form (**Attachment 7**)
  - Non-Collusion Affidavit (**Attachment 8**)
  - Non-Lobbying Certification (**Attachment 9**)
  - Non-Discrimination Certification (**Attachment 10**)

**PlanetBids:** Proposal Document – Soft copy uploaded to PlanetBids by October 30, 2020 at 4:00 p.m. (PST).

**Mail/Delivery to City Hall:** A signed original proposal, plus five (5) additional printed copies (all bound), and one (1) electronic copy on a flash drive must be delivered to Santa Ana City Hall by October 30, 2020 at 4:00 p.m.

City of Santa Ana  
Finance & Management Services Agency  
Treasury & Customer Service  
20 Civic Center Plaza, 1<sup>st</sup> Floor  
Santa Ana, CA 92701  
**Attn: Alex Gutierrez, Management Analyst**  
Phone: (714) 647-5497

RE: Property Tax Revenue Auditing, Recovery, Reporting, Analysis, and Legislative/State Agency  
Liaison and Implementation Monitoring Services – RFP No. 20-126



**Note:** If your proposal is mailed, email the delivery tracking number to [agutierrez@santa-ana.org](mailto:agutierrez@santa-ana.org). This will provide proof of delivery by the submittal deadline.

## VI. PROCEDURE FOR SUBMITTING PROJECT PROPOSALS

Responses to the Request for Proposals will be accepted until October 30, 2020 at 4:00 p.m. Oral presentation interviews / demonstrations are scheduled as required. The City intends to award a three (3) year agreement (with two (2) one (1) year options to renew) to the bidder(s) selected as the most responsible and whose response adheres to the RFP and meets the City's requirements by November 6, 2020\*.

*\* The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City on the date indicated above.*

It is the responsibility of the Proposer to ensure that any proposals submitted have been uploaded to PlanetBids prior to this proposal due date and time. Proposals, including all required sections and forms, shall be submitted electronically via the City's Bid Management System, PlanetBids. It is the responsibility of the Proposer to ensure that any proposals submitted has been uploaded to PlanetBids prior to this proposal due date and time.

PlanetBids will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from PlanetBids indicating that their proposal was submitted successfully. The City will only receive and consider those proposals that were transmitted successfully. Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=20137>.

Proposer shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the bid submission process may contact PlanetBids at (818) 992-1771. Questions of an operational nature may be directed to the City's assigned Project Manager. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

A signed original proposal, plus five (5) hard copies (bound), and one (1) electronic copy on a flash drive must be received by the City of Santa Ana no later than the due date and time. Proposals must be date and time stamped by the City of Santa Ana on time by the 4:00 P.M. (PST) Submission Due Date in order to be considered.

### **Proposals shall NOT be mailed or sent via telegraphic, electronic or facsimile means.**

All notifications, updates and addenda will be posted on the City's current RFP Bid webpage at <http://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

It is the responsibility of the Proposer to ensure that any proposals submitted shall have sufficient time to be received by the City of Santa Ana prior to the proposal due date and time.

### **ONLY SEALED RFP RESPONSES ARE ACCEPTABLE**

Professional Consultants/Vendors electing to submit a response to this RFP must prepare and submit an exhaustive response to **all requested information**. By submitting a proposal, the

Professional Consultant/Vendor understands and agrees that the City of Santa Ana has the right to withhold all information regarding this procurement, including but not limited to:

- (1) the number of proposals received,
- (2) competitive technical information,
- (3) competing price information; and
- (4) City of Santa Ana evaluation concerns regarding competing proposals, until after the agreement is awarded.

Upon receipt of offerings by the City of Santa Ana, each responding Professional Consultant/Vendor shall be presumed to be thoroughly familiar with all requirements of this offering. The failure or omission to examine any form, instrument or document shall in no way relieve professional consultants/vendors from any obligation with respect to its offering.

## **VII. INSURANCE REQUIREMENTS & W-9 REQUIREMENTS**

Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

**Insurance** – City requires that licenses, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract.

**W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

## **VIII. ADDENDA & UNDERSTANDING THE PROPOSAL**

Questions regarding this RFP shall be submitted via PlanetBids, by **5:00 P.M. (PST) on October 8, 2020**. Responses to all questions will be posted on PlanetBids, no later than the date and time shown at the schedule of key RFP dates above. All prospective Proposers are advised to visit PlanetBids on a regular basis as the responses may be posted earlier than the date above.

It is the responsibility of each Proposer to inquire about any criteria, condition, term, provision, or requirement of the RFP that the Proposer does not understand. Responses to inquiries, if they significantly change or clarify the RFP requirements or any aspect of the procurement process, will be forwarded by addenda to all Proposers. The City will not be bound by any oral responses to inquiries. By submitting bid proposals, Proposers assert that they have fully read the RFP and any addenda issued by the City, the proposed Contract and any other Contract Documents, and affirm that the terms and conditions stated therein are full understood and are acceptable to the Proposer. Each Proposer accepts the terms and conditions of the Contract Documents and indicates their ability and willingness to perform the requested services under such terms and conditions. Any exceptions to the terms and conditions set forth in the Contract Document should be clearly noticed in each Proposer's proposal.

**Please direct all questions regarding the procurement process to:**

City of Santa Ana  
Finance & Management Services – Purchasing  
Eva Pierce, Buyer  
Email: [epierce@santa-ana.org](mailto:epierce@santa-ana.org)  
Phone: (714) 647-6584

The City of Santa Ana reserves the right to cancel, postpone, extend or revise this RFP or the

RFP process at any time. If it becomes necessary to revise any part of this RFP, an Addendum to the RFP will be provided on the City's PlanetBids) system:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=20137>.

#### IX. PROPOSAL FORMAT GUIDELINES

Interested firms are to provide the City a thorough Proposal using the following guidelines: Proposal should be typed using a 12-point font size, and should contain no more than 100 typed pages (include all the items in **Section V - [PROPOSAL SUBMITTAL REQUIREMENTS]**, Index/Table of Contents, dividers, tables, charts, graphic exhibits, and costs proposal). Each Proposal will adhere to the following order and content of sections: proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used; emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Dividers and clear organization of content and material are encouraged.

#### X. COMMUNICATION/CONTACT WITH CITY STAFF:

Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are only to communicate with the assigned City Buyer, and no other City staff about this RFP from the date this RFP is issued until a proposal is submitted. The assigned City Buyer will provide all official communication concerning this RFP in writing via the City's Bid Management System, PlanetBids.

General questions regarding this RFP may be directed to the following designated City personnel **via the City's assigned Buyer utilizing the City's PlanetBids system**.

#### XI. CONTRACT ADMINISTRATION

The Executive Director of Finance & Management Services of the City of Santa Ana, or his or her designee, shall be the authorized representative in all matters pertaining to the RFP process. The contract awarded pursuant to this RFP for the provision of revenue auditing, recovery, reporting, analysis, and legislative/State agency liaison, and implementation monitoring services shall be administered by the Executive Director of Finance & Management Services of the City, or his or her designee.

#### XII. CONTRACT MODIFICATION AND AMENDMENTS

Once a contract has been awarded and executed, the parties may adjust the specific terms and the Contract Documents from time-to-time where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Consultant/Vendor must be submitted in writing to the City. Any agreed modifications and/or amendments must be done in writing, approved by all parties.

### XIII. CONSULTANT/VENDOR SELECTION AND AWARD

The award of contract under this RFP will be made by the City of Santa Ana. All Proposers will be notified in writing at the conclusion of the procurement process as to the results of the bid proposal evaluation process and the final award recommendation. Proposers will receive mailed award/non-award notifications, which will include the name of the Proposer awarded the contract.

A. **Request for Council Action:**

Following evaluation and rating by the proposal review committee, the Executive Director will recommend award of an agreement to the Proposer providing the best quality and value to the City. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council/City Manager, as applicable.

B. **Execution of Agreement:**

A sample standard agreement is included as Attachment 11: Professional Service Agreement in this RFP, but may be modified to suit the specific services and needs of the City. "Proposer" will hereinafter be referred to as "Consultant" in the standard agreement. The term of the agreement will begin after the agreement is fully executed, and all required bonds, insurance documents and contents of the payment information packet have been received and approved. **If the Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.**

### XIV. GENERAL TERMS & CONDITIONS

By submitting a Proposal, the Proposer acknowledges that it has thoroughly examined and accepts the Terms and Conditions of this RFP as described below:

*Conflict of Interest*

Consultant/Vendor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the City. This obligation shall apply to the Consultant/Vendor; the Consultant/Vendor's employees, agents, and Subcontractors associated with accomplishing work and services hereunder. The Consultant/Vendor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence City staff or elected officers from acting in the best interests of the City.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

No person, firm, or subsidiary thereof who has been awarded this Contract may be awarded a Contract for the provision of services, the delivery of supplies, or the provision of any other related action, which is required, suggested, or otherwise deemed appropriate as an end product of this Contract. Therefore, Consultant/Vendor is precluded from contracting for any work recommended as a result of this Contract. This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive

any irregularity in any Proposal. All Proposals will become the property of the City of Santa Ana. If any proprietary information is contained in the Proposal, it should be clearly identified.

#### Modifications to the RFP

1. Changes to this RFP shall be made only by formal written amendment(s) issued by the City of Santa Ana which shall be labeled "Addenda" and which shall be numbered sequentially and dated.
2. Any and all addenda issued by the City shall be considered a part of the specifications submitted to the Professional Consultant/Vendors for preparation of their proposals and should be addressed by the Professional Consultant/Vendor in its response.

#### Cost of Preparation of Offering

**Pre-Contractual Expenses:** The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs for developing a response to this RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. Pre-contractual expenses are not to be included in the cost proposal. Pre-contractual expenses include, but are not limited to, preparation of the proposal, submission of the proposal and additional information, attendance at pre-proposal conference, negotiating any matter related to this RFP with City, and/or any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the contract.

**Other Expenses:** The Consultant/Vendor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on City sites during the performance of work and services under this Contract.

#### Confidentiality of Documents

All documents submitted as part of the Professional Consultant/Vendor's offering will be deemed confidential during the evaluation process. Professional Consultant/Vendor offerings will not be available for review by anyone other than the assigned evaluators. Subsequent to the awarding of the agreement, all offerings become public documents and are available for public viewing upon written request.

#### Independent Contractor

Consultant/Vendor is considered an independent Contractor and neither Contractor or its employees, nor anyone working under Contractor will be considered an agent or an employee of the City. Neither Contractor, its employees, nor anyone working under Contractor, will qualify for Workers' Compensation or other fringe benefits of any kind through the City.

#### Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn prior to the date and time specified for proposal submission by an authorized representative of the Professional Consultant/Vendor by formal written notice. Proposals submitted will become the property of the City after the proposal submission deadline.

#### Contractual Obligations

The City of Santa Ana will require certain contractual obligations, regardless of any agreements between the Professional Consultant/Vendor and the City of Santa Ana. These terms will include, but are not limited to:

1. *Requirements to Meet All Provisions* - Each individual or firm submitting an offer shall meet all the terms and conditions of the RFP. By virtue of its offering submittal, the Professional Consultant/Vendor acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. *Inclusion of Offering* - The offering submitted in response to this RFP will be required to be included as part of the final agreement with the selected Professional Consultant/Vendor.
3. *Accountability* - The selected Professional Consultant/Vendor will be required to provide status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken.
4. *Costs* - All costs must be detailed specifically in the project cost planning section of the offering; no additional charges (i.e., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified in the offering.
5. *Ability to Perform* - The selected Professional Consultant/Vendor warrants that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, City, and special district laws, ordinances, and regulations.
6. *Laws to be Observed* - The selected Professional Consultant/Vendor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and City of Santa Ana ordinances, regulations, and adopted codes during its performance of the work.
7. *Payment of Taxes* - The offering costs shall include full compensation for all taxes which the selected Professional Consultant/Vendor is required to pay, including City business license taxes.
8. *Permits and Licenses* - The selected Professional Consultant/Vendor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all necessary notices.
9. *Selection* - The final award of an agreement or agreements is subject to approval by the elected officials governing the awarding body.
10. *Subcontractors* - The City reserves the right to reject, replace, and approve any and all subcontractors. All subcontractors shall be identified in the response to the RFP and the City reserves the right to reject any subcontractor(s). If the City approves, the primary Professional Consultant/Vendor will be responsible for subcontractors and the City shall assume no liability of such subcontractors.
11. *Rules for Proposals* - The signer of the RFP must declare in writing that the only person, persons, company, or parties interested in the proposal as principals are named therein; the signer must also declare in writing that the proposal is made without colluding with any other person, persons, company, or parties submitting a proposal; lastly, the signer must declare in writing that it is in all respects fair and in good faith without collusion or fraud, and that the signer of the proposal has full authority to bind the proposer.



12. *Payment Schedules* - The City of Santa Ana and the selected Professional Consultant/Vendor(s) will negotiate the payment schedule(s) based on defined and measurable milestones and deliverables. Under no circumstances will payments be made in advance of work performed.
13. *Project completion Holdback* – Where the City of Santa Ana and the selected Professional Consultant/Vendor(s) negotiate for the future completion and delivery of a specified project/response item, the City will require a 10% holdback of Agreement monies until project/response item completion, delivery, and project approval.

#### *Errors and Omissions*

The Professional Consultant/Vendor shall notify the City, and not be allowed to take advantage of any obvious errors and/or omissions within this offering or the Professional Consultant/Vendor's response.

#### *Litigation Status*

Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigations pending which involve the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

#### *Rights to Pertinent Materials*

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Professional Consultant/Vendor that are submitted as part of the proposal shall become the property of the City upon receipt.

Government Code Sections 6250 et. Seq., the "Public Records Act" defines public records as any writing containing information relating to the conduct of the public's business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from the disclosure requirements. The City cannot assure that any information submitted in response to the RFP will be confidential. If the City receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the proposal. It is the responsibility of the person or business entity submitting the proposal to assert any applicable privileges or reasons why the document should not be produced.

#### *News Releases / Publications*

News releases or publications by any selected Professional Consultant/Vendor or any permitted subcontractors and all other related information (i.e., recommendations, etc.) pertaining to this engagement shall not be made available to anyone without prior approval by the City.

#### *Right to Reject Offerings*

The City of Santa Ana reserves the right to reject any and all offerings or any part of any offering, to waive minor defects or technicalities, or to solicit new offerings on the same project or on a modified project, which may include portions of the originally proposed project as the City may deem necessary in its interest. The City reserves the right to reject any or all proposals submitted

and no assurance is made hereby that any Agreement will be awarded pursuant to this RFP. The City reserves the right to waive minor inconsistencies in submitted proposals.

### Protests

Proposers may file a "protest" to a Request for Proposal (RFP) with the City's Purchasing Department. In order for a protest to be considered valid it must:

1. Be filed in writing within five (5) business days of either the RFP issued date or before 5:00 p.m. of the 5th business day following the posting of RFP Results/Notice of Intent to Award Agreement on the City's website;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's Purchasing Supervisor, or other designated City staff member, shall review the basis of the protest and all relevant information. The Purchasing Supervisor or designee will provide a written decision to the protestor within ten (10) business days from receipt of protest. The decision of the Purchasing Supervisor, or designee, is final and no further appeals will be considered.

### Negotiations

Negotiations for a binding estimate of cost structure will begin with the recommended top-ranked firm(s). If an Agreement acceptable to the City cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top-ranked firm(s) and negotiation will then proceed with the next highest ranked firm(s) until an Agreement is reached or withdraw the RFP. The evaluation team will conduct all subsequent negotiations and will make a recommendation to the City.

The City reserves the right to negotiate final contract terms with any Proposer selected. Negotiations shall be confidential and not subject to disclosure to competing Consultant/Vendors unless and until an agreement is reached. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Consultant/Vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Consultant/Vendor's proposal, and the awarded Consultant/Vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

### Exceptions to the RFP

The format of the RFP must be followed and all requested information must be submitted as indicated for continued consideration. However, the City of Santa Ana is receptive to any additional information and/or suggestions pertaining to the required services and additional related capabilities of the proposer. Exceptions raised during Agreement negotiations that have not been previously declared in the proposal may be grounds for disqualification as deemed appropriate by the City of Santa Ana.



*Other General Conditions*

- Unavailability of Funds - If funds are not available to the City of Santa Ana, this award will be postponed, canceled, or phased. The City makes no guarantee by release of this RFP that any offering will be selected and/or funded.
- Notice to Proceed - A Notice to Proceed will be issued after the City receives the fully executed Agreement.

**XV. MISCELLANEOUS**

All materials submitted which have not been clearly designated as proprietary information become the property of the City and may be returned only at the City's option. Proposals submitted become the property of the City and may be reviewed and evaluated by any persons at the discretion of the City.

**PROPOSER'S COVER SHEET**

**For**

**PROPERTY TAX REVENUE AUDITING, RECOVERY, REPORTING, ANALYSIS,  
AND LEGISLATIVE/STATE AGENCY LIAISON AND IMPLEMENTATION  
MONITORING SERVICES**

**REQUEST FOR PROPOSAL (RFP #20-126)**

**CITY OF SANTA ANA**

**FINANCE & MANAGEMENT SERVICES AGENCY  
TREASURY AND CUSTOMER SERVICES DIVISION**

***\*\*Information Must Be Received Prior to 4:00 p.m. Pacific Standard Time  
on OCTOBER 30, 2020***

**Submit Proposal Information To:**

City of Santa Ana  
Finance & Management Services Agency  
Treasury & Customer Service  
RFP No. 20-126  
20 Civic Center Plaza, 1st Floor  
Santa Ana, CA 92701  
Attn: Alex Gutierrez

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**NAME AND ADDRESS OF PROFESSIONAL CONSULTANT/VENDOR SUBMITTING  
THIS INFORMATION:**

Name of Professional Consultant/Vendor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: (Direct) \_\_\_\_\_ (Cell) \_\_\_\_\_

FAX: \_\_\_\_\_

Email: \_\_\_\_\_

**PROPOSER'S STATEMENT**

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, (hereinafter City) shall constitute the entire agreement between Proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with his/her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to Proposer or deposited with the United States Postal Service properly addressed to the Proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or Proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or Proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm/Entity: \_\_\_\_\_

Signed and Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<p><b>THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL. PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.</b></p>
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**COMPANY INFORMATION****COMPANY** \_\_\_\_\_

The Proposer will provide a profile of its organization. The Proposer may attach any additional literature and product brochures. At a minimum, the Proposer shall provide the following information:

1. **Year established:** \_\_\_\_\_
2. **Business Organization Name:** \_\_\_\_\_
3. **Parent Company:** \_\_\_\_\_
4. **Subsidiary Offering Service(s):** \_\_\_\_\_
5. **Office Locations:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. **Serving Office for this Project:** \_\_\_\_\_
7. **Services Available:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. **Total Number of Employees:** \_\_\_\_\_
9. **Product and Service History:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. **Number of Employees Focused on the Service Offering(s):** \_\_\_\_\_
11. **Number of Currently Active Signed Client Agreements:** \_\_\_\_\_

**SUMMARY SHEET**

**Firm Name:** \_\_\_\_\_

**Firm Parent or Ownership:** \_\_\_\_\_

**Firm Address:** \_\_\_\_\_

**Firm Telephone Number:** \_\_\_\_\_

**Firm Fax Number:** \_\_\_\_\_

**Number of Years in Existence:** \_\_\_\_\_

**Management Contact** (person responsible for direct contact with the City of Santa Ana and services required for this RFP):

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Project Manager** (Person responsible for day-to-day servicing of the account):

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

# CLIENT REFERENCE FORM

Using the following format, please provide at five (5) client references for the services that you may be supplying.

**A. PROFESSIONAL CONSULTANT/VENDOR INFORMATION**

Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

## B. CLIENT INFORMATION

Name of Organization: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Agreement Manager: \_\_\_\_\_ Email: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Summary of Work Organization Engaged In: \_\_\_\_\_

Amount of Agreement: \$\_\_\_\_\_ Term of Agreement \_\_\_\_\_

Number of Client Staff Engaged: \_\_\_\_\_ Number of Locations\_\_\_\_\_

### C. TYPES OF SERVICES PROVIDED

Indicate services that were provided:

[illegible]

**COST/BID PROPOSAL FORM - RFP No.**

**NOTE 1:** Submit and label a separate COST/BID Proposal Form for each proposed source of revenue bid under **Section III [Scope of Services and Time of Performance], subsection (A) [Sources of Revenue]** and/or for each desired response item bid - numbered (1) through (5) - as described in **Section I [Introduction], subsection (A) [Purpose]**.

In compliance with the Agreement Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for **(label)**\_\_\_\_\_.

The Work is to be done in strict conformity with the Agreement Documents now on file in the Finance & Management Services Agency, Treasury & Customer Service Division, for the following sum:

**Property Tax Revenue Auditing, Recovery, Reporting, Analysis, and Legislative/State Agency Liaison and Implementation Monitoring Services - Cost/Bid Proposal**

All Fiscal Years below must be bid in order for the quote to be considered responsive except where bidder specifies a future commencement date of performance.

Fiscal Year		Option 1 Fixed Flat Fee	Option 2 Percentage of Revenue Source	Option 3 Percentage of Recovered Revenues	Option 4 Time and Expenses
1.	FY 2020-2021				
2.	FY 2021-2022				
3.	FY 2022-2023				
4.	FY 2023-2024				
5.	FY 2024-2025				
Total Cost:					

**NOTE 2:** At Proposer's discretion from 1 to 4 Options may be bid in alternative or in combination to one another.

**PROPOSER'S NAME:**\_\_\_\_\_

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within thirty (30) days after receipt of the notice of award of Agreement, and to begin work when directed by the City.

It is understood that this Cost/Bid Proposal is based upon completion of Work commencing on the date set forth in the Agreement issued by the City to the Professional Consultant/Vendor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the

Project Coordinators' estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Project Manager's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the source of revenue price nor the total response item price item, then it shall be deemed incomplete and the Proposal shall be disregarded. The undersigned has examined or is otherwise familiar with the location of the proposed Work and the local conditions at the place where the Work is to be done.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Santa Ana will not be responsible for any errors or omissions on the part of the undersigned in making up this Cost/Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Cost/Bid Proposal. This Cost/Bid Proposal includes the following addenda:

Addenda # \_\_\_\_ Date \_\_\_\_\_

Addenda # \_\_\_\_ Date \_\_\_\_\_

Addenda # \_\_\_\_ Date \_\_\_\_\_

If the bidder is a corporation, the Cost/Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the bidder is a limited liability company, the Cost/Bid Proposal must be executed in the name of the company and must be signed by a duly authorized managing member of the company.

If the bidder is a partnership or co-partnership, the Cost/Bid Proposal must be executed in the name of the partnership / co-partnership and one of the partners / co-partners must subscribe their signature thereto as the authorized representative of the partnership or co-partnership.

If the bidder is a joint venture, the Cost/Bid Proposal must be executed in the name of the joint venture and must be signed by a duly authorized representative of the joint venture.

PROPOSER: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Tax ID Numbers - Federal \_\_\_\_\_ State \_\_\_\_\_

City of Santa Ana Business License Tax Certificate Number \_\_\_\_\_

[Business License Tax Certificate No. must be provided prior to final issuance of Professional Consultant Agreement]



**PROPOSER'S CERTIFICATION FORM**

**CERTIFICATION OF RESPONSE TO REQUEST FOR PROPOSALS**

**TO THE CITY OF SANTA ANA**

**RFP No. 20-126**

1. The undersigned hereby submits its Response to Request for Proposals quotation and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposals (RFP), dated October 1, 2020 and to be bound by the terms and conditions of the RFP and any subsequent Addenda to said RFP.
2. This firm has carefully reviewed its response and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all responses and to waive any informality or irregularity in any quotation received by the City.
4. The response includes all of the commentary, figures and data required by the Request for Proposal, dated October 1, 2020 together with any Addenda subsequently issued thereto.
5. This firm has carefully read and fully understands all of the items contained in the **Section XIV [General Terms & Conditions]**. This firm agrees to all of the general requirements except for those disclosed by the firm in its Response to Request for Proposals quotation(s) - RFP No. 20-126
6. The quotations shown on this firm's **Cost/Bid Proposal Form(s) (Attachment 6)** shall be valid for minimum (180) days following submission.

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Signature) \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED  
NONRESPONSIVE.**

**NON-COLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-Collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed \_\_\_\_\_

State of California  
County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public Signature

Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED  
NONRESPONSIVE.**

**NON-LOBBYING CERTIFICATION**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED  
NONRESPONSIVE.**

**NON-DISCRIMINATION CERTIFICATION**

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.
8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

<p><b>THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL. PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.</b></p>
---

**SAMPLE PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this day of 1<sup>st</sup> of January, 2020 by and between \_\_\_\_\_, ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

**RECITALS**

- A. The City desires to retain a Consultant having special skill in providing revenue auditing, recovery, reporting, analyses, and legislative and state agency liaison and implementation monitoring (including coordination with City's state and federal lobbyist in connection with legislation/regulation to City's general tax resources) services.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services – Section III**, attached hereto and incorporated by reference.

**2. COMPENSATION**

- A. City agrees to pay, and Consultant/Vendor agrees to accept as total payment for its services for City, the rates and charges identified in the **Cost/BID Proposal Form – Attachment 6**. The total amount to be expended under this Agreement shall not exceed **\$XXX,XXX** during the term of this Agreement, including any extension periods exercised under **Section 3 – Term**.
- B. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals that may reasonably be expected by City.

### **3. TERM**

This Agreement shall be for three (3) years commencing January 1, 2020 and terminating December 31, 2023, with an option exercisable by the City for two (2) one-year extensions, exercisable in writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below. All terms and conditions of the Agreement shall remain effective during any additional renewal term.

### **4. PREVAILING WAGES**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **5. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **6. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data, which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

### **7. INSURANCE**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its Subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$2,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles. Due to the nature of the services contemplated under this agreement.
- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. Errors and omissions insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. Cyber/Technology liability insurance, together with Crime, and Fiduciary liability insurance with a limit of not less than \$1,000,000.00 per claim with \$2,000,000 in the aggregate.
- f. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
  - i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
  - iii. City of Santa Ana, its officers, employees, agents and representatives shall be Additional Insureds with respect to General Liability and Auto Liability Insurance is Primary and Non-Contributory.
  - iv. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City of cancellation with ten (10) days prior notice for non-payment of premium in accordance with policy provisions.



- v. Consultant shall supply City with a fully executed additional insured endorsement.
- vi. Certificates of insurance endorsements shall show the City as a certificate holder as follows:

City of Santa Ana  
Risk Management Division, 4<sup>th</sup> Floor  
20 Civic Center Plaza  
Santa Ana, CA 92701

- vii. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.
  - viii. Consultant shall supply City with a fully executed additional insured endorsement.
- g. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

## **8. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **9. INTELLECTUAL PROPERTY INDEMINIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

## **10. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respects to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **11. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

## **12. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **13. DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

#### **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

#### **15. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Consultants retained by City.

#### **16. TERMINATION**

This Agreement may be terminated by the City upon ninety (90) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to effective date of such notice of termination, subject to the following conditions:

- b. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **17. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **18. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both

parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **19. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **20. MISCELLANEOUS PROVISIONS**

- b. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.
- d. Whenever the terms of these Recitals conflict with terms of any Exhibit incorporated herein by reference, then the terms and intent of these Recitals shall prevail and be controlling.
- e. The said Agreement must be signed below and may be signed in counterpart and delivered by fax, emailed as a PDF (Portable Document Format) file attachment, or by other means that displays the original or a copy of the signatures. Any subsequent amendments may be signed and delivered in the same manner.

## **21. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714-647-6956

With courtesy copies to:

Kathryn Downs, CPA Finance & Management Services Agency City of Santa Ana 20 Civic Center Plaza (M-17)	Sonia R. Carvalho City Attorney City of Santa Ana 20 Civic Center Plaza (M-29)
---	---

P.O. Box 1988  
Santa Ana, California 92702  
Fax: (714) 647-5304

P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714- 647-6515

To Consultant:

First & Last Name – Title  
Consultant Firm Name  
Address  
City, State, Zip  
Fax:

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

//  
//

{ Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONSULTANT:**

By: \_\_\_\_\_  
Lisa Storck  
Assistant City Attorney

\_\_\_\_\_  
(Name & Title)

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Kathryn Downs, CPA  
Executive Director  
Finance and Management Service Agency

**PROPOSAL EVALUATIONS***Evaluations*

An evaluation team composed of representatives from pertinent agencies/departments of the City of Santa Ana will evaluate proposals on a variety of qualitative and quantitative criteria. The selected proposal (or proposals) will be one(s) that provide the most effective approach that best meets the City's requirements. The lowest price proposal(s) will not necessarily be selected.

Selected Professional Consultant/Vendors may be invited to interviews and to make oral presentations/demonstrations to City representatives. The Professional Consultant/Vendor representative(s) attending the interview/oral presentation shall be technically qualified to respond to questions related to the proposed assessment and work plan.

The evaluation criteria of the proposals will include, but are not limited to the following aspects:

<b>1.</b>	Professional Consultant/Vendor Qualifications
<b>2.</b>	Professional Consultant/Vendor Experience
<b>3.</b>	Client References
<b>4.</b>	Proposed Scope of Services and Term of Contract
<b>5.</b>	Cost of Providing Service

Each proposal will be carefully reviewed by the evaluation team based on these criteria. A score will be assigned to each proposal based on a scale of 100 – see sample **Proposal Rating Form (Attachment 13)**. The City reserves full discretion to determine the competence and responsibility, professionalism, technical expertise, and/or financial position of proposers. Proposers will provide, in a timely manner, any and all information which the City deems necessary to make such a decision.

The evaluation team may conduct interviews with the top ranked firms (based on the evaluation weighting above). During the interview process, non-binding price proposals and costing data can be discussed. Once these interviews and discussions are completed, including the non-binding estimates of cost, the team will finalize the rankings.



**(SAMPLE)****PROPOSAL RATING FORM****Property Tax Revenue Auditing, Recovery, Reporting, Analysis, and  
Legislative/State Agency Liaison and Implementation Monitoring Services**

**Proposer(s):** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Selection Committee Member:**

**Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**Member's Signature** \_\_\_\_\_

**Date of Rating Review:** \_\_\_\_\_

<b>Proposal Criteria</b>		<b>Available Points</b>	<b>Score</b>
<b>1.</b>	Professional Consultant/Vendor Qualifications	15	_____
<b>2.</b>	Professional Consultant/Vendor Experience	15	_____
<b>3.</b>	Client References	15	_____
<b>4.</b>	Proposed Scope of Services and Term of Contract	35	_____
<b>5.</b>	Cost of Providing Service	20	_____
	<b>Total</b>	<b>100</b>	_____

**DATA REQUIRED**

*The Response to the City of Santa Ana's Request for Proposal*

The content and sequence of the information contained in each copy of the proposal shall be as follows:

A. Letter of Transmittal

Include your firm's understanding of the work to be performed. Additionally, state why your firm believes it is the best qualified to perform the services requested. Include the Management Contact (*Representative authorized to sign an agreement for your firm*) and the Project Manager (*person responsible for the day-to-day management of the project*).

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Summary Sheet

1. This section of the proposal must include a fully-completed copy of the **Summary Sheet** included with this RFP (**Attachment 4**).
2. Provide the name, title, experience and qualifications of the personnel who will be assigned to the project.
3. Provide the résumés of the Management Contact with the City and the Project Manager.

D. Allocation of Resources

Provide a conceptual plan for services to the City that your firm believes are appropriate for the City. Indicate features, skills and/or services which distinguish your firm and make it the better choice for the City. Indicate how the resources of your firm (e.g., number and type of personnel allocated by hours) will be allotted for this project. Submittal of a project schedule is required as part of the Allocation of Resources.

E. Scope of Work and Term of Contract

Proposals must address all items set forth in Section III [Scope of Work and Term of Contract]. If you wish to decline to bid the Source of Revenue on a Response Item, you must so state. Additional information that your firm wishes to include must be clearly identified. The items must be addressed in the order in which they appear in Section III of this RFP.

F. Client References

Each firm must include the following references:

1. Complete **Client Reference Form (Attachment 5)** listing five (5) client references.
2. List similar services performed for all similar organizations/entities in the last five years and when performed. Please include names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services your firm has provided.
3. List all public agencies for which Agreements were terminated in the last three years. Please include names of organizations, and names and telephone numbers of persons who can be contacted. Firms may provide a brief explanation of the reason(s) for termination(s).

G. Proposer Statement

Return a copy of the entire completed statement properly executed as provided for in **Proposer' Statement Form (Attachment 2)**.

H. Company Information Form

Return a copy of the entire completed company information as provided for in **Company Information Form (Attachment 3)**.

I. Cost/Bid Proposal Form(s)

Return a copy of the entire completed cost/bid proposal executed as provided for in **Cost/Bid Proposal Form(s) (Attachment 6)**.

J. Certification of Proposals

Return a copy of the entire completed certification properly executed as provided for in **Proposer's Certification Form (Attachment 7)**.

K. Non-Collusion Affidavit

Return a copy of the entire completed affidavit properly executed as provided for in **Non-Collusion Affidavit Form (Attachment 8)**.

L. Non-Lobbying Certification

Return a copy of the entire completed certification properly executed as provided for in **Non-Lobbying Certification (Attachment 9)**.

M. Non-Discrimination Certification

Return a copy of the entire completed certification properly executed as provided for in **Non-Discrimination Certification (Attachment 10)**.

MAYOR  
Miguel A. Pulido  
MAYOR PRO TEM  
Juan Villegas  
COUNCILMEMBERS  
Phil Bacerra  
Nelida Mendoza  
David Penaloza  
Vicente Sarmiento  
Jose Solorio



CITY MANAGER  
Kristine Ridge  
CITY ATTORNEY  
Sonia R. Carvalho  
CLERK OF THE COUNCIL  
Daisy Gomez

**CITY OF SANTA ANA**  
**FINANCE AND MANAGEMENT SERVICES**  
20 Civic Center Plaza • P.O. Box 1988  
Santa Ana, California 92702  
[www.santa-ana.org](http://www.santa-ana.org)

October 13, 2020

**ADDENDUM NO. ONE**

**SUBJECT: RFP# 20-126 Property Tax Revenue Auditing, Recovery, Reporting, Analysis, and Legislative/State Agency Liaison and Implementation Monitoring Services**

The following changes and clarification have been made for the subject project:

**Revised**

**1. Proposal Due Date:**

Please be advised that the Proposal Due Date has been extended.

**The new Proposal Due Date is: Monday, November 2, 2020 at 4:00 pm (PST).**

**Questions:**

- 2. There are several references in this RFP about requiring 1 signed original, 5 bound copies and 1 copy on a flash drive. At the point in the RFP where the proposal submittal is required to be submitted via PlanetBids, there is still a reference to the Hard Copies but a statement that "Proposals shall NOT be mailed or sent via telegraphic, electronic or facsimile means." and then reference that only sealed RFP responses are acceptable. Can you clarify that NO hard copies are required for this Proposal submittal?**
- a. Faxed (facsimile), emailed (electronic mail), and telegrams (telegraphic) proposals to the City of Santa Ana will not be accepted. Parties interested in responding are required to submit the following:**
- 1. A completed proposal electronically to PlanetBids**
  - 2. Submit a signed original proposal, plus five (5) additional printed copies (all bound)**
  - 3. One (1) electronic copy saved on a flash drive**
  - 4. Physical items should be delivered to the City of Santa Ana to the attention of Alex Gutierrez, Management Analyst either in person or by an alternative courier service (e.g. FedEx/UPS)**

**SANTA ANA CITY COUNCIL**

Miguel A. Pulido  
Mayor  
[mpulido@santa-ana.org](mailto:mpulido@santa-ana.org)

Juan Villegas  
Mayor Pro Tem, Ward 5  
[jvillegas@santa-ana.org](mailto:jvillegas@santa-ana.org)

Vicente Sarmiento  
Ward 1  
[vsarmiento@santa-ana.org](mailto:vsarmiento@santa-ana.org)

David Penaloza  
Ward 2  
[dpenaloza@santa-ana.org](mailto:dpenaloza@santa-ana.org)

Jose Solorio  
Ward 3  
[jsolorio@santa-ana.org](mailto:jsolorio@santa-ana.org)

Phil Bacerra  
Ward 4  
[pbacerra@santa-ana.org](mailto:pbacerra@santa-ana.org)

Nelida Mendoza  
Ward 6  
[nmendoza@santa-ana.org](mailto:nmendoza@santa-ana.org)

5. Due date has been extended to Monday, November 2, 2020 at 4 pm (PST).

3. Section C-7 of the RFP-- Supplemental Secured Property Tax Services is a severable service that can be bid as a separate stand-alone item. The Cost Form has a single line item for the response to the RFP. Where should the cost for this item be identified as a stand-alone item if the bidder is responding to the complete RFP and wants to bid this item separately and not have the fee for that service to be included in the cost for the other items? Is it acceptable to modify the headings on the Cost Form to identify this stand-alone service and the cost of this item?
- b. The item may be bid separately and proposers can modify the existing form to indicate the pricing options for Supplemental Secured Property Tax Services.

SANTA ANA CITY COUNCIL

Miguel A. Pulido  
Mayor  
[mpulido@santa-ana.org](mailto:mpulido@santa-ana.org)

Juan Villegas  
Mayor Pro Tem, Ward 5  
[jvillegas@santa-ana.org](mailto:jvillegas@santa-ana.org)

Vicente Sarmiento  
Ward 1  
[vsarmiento@santa-ana.org](mailto:vsarmiento@santa-ana.org)

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Phil Bacerra  
Ward 4  
[pbacerra@santa-ana.org](mailto:pbacerra@santa-ana.org)

Nelida Mendoza  
Ward 6  
[nmendoza@santa-ana.org](mailto:nmendoza@santa-ana.org)

# EXHIBIT B

## CITY OF SANTA ANA



**REQUEST FOR PROPOSAL -- RFP #20-126**  
**Property Tax Revenue Auditing**  
**Recovery, Reporting, Analysis, and**  
**Legislative/State Agency Liaison and**  
**Implementation Monitoring Services**

**Due Date: NOVEMBER 2, 2020**



## LETTER OF TRANSMITTAL



October 30, 2020

City of Santa Ana  
Finance & Management Services Agency  
20 Civic Center Plaza, 1<sup>st</sup> Floor  
Santa Ana, CA 92701  
Attn: Management Analyst, Alex Gutierrez

RE: RFP #20-126

In response to the recent Request for Proposals, enclosed is our firm's proposal to provide property tax revenue auditing, recovery, reporting analysis and legislative/state agency liaison and implementation monitoring services. Founded in 1992, HdL Coren & Cone (HdLCC) developed the first computer software system in California for tracking property tax revenues for counties, cities, and special. The company was the first in the state to go beyond using parcel data for allocation audits by developing specialized reports and models to assist government agencies by using the data for parcel administration, focused economic development strategies and revenue projections. The corporation is owned by its employees and the major stockholder that manage the firm. The staff consists of 11 highly qualified analysts, auditors and information systems technology professionals.

HdLCC currently provides ongoing services to more than 250 California agencies. The company maintains annual property tax records for Orange County back to 1991. HdLCC's experienced team has worked with key county staff and is thoroughly familiar with county property tax procedures.

Specific advantages that HdLCC possesses to perform the services being sought by Santa Ana include:

- HdLCC maintains property tax data for 45 California counties, including all agencies in those counties. The size of the database plus a sophisticated computer system uniquely qualifies HdLCC to provide the most comprehensive property tax analysis available in California.
- HdLCC's audit team has developed specialized databases and audit techniques and is thoroughly familiar with the County of Orange. This familiarity, and

excellent working relationships with County departments, will allow Santa Ana to recover all misallocated property tax revenue identified in a timely manner.

- HdLCC's service team is comprised of individuals with extensive experience in property tax assessment, administration, auditing, economic development and financial management. All of the firms' key personnel have worked in or with public agencies and thoroughly understand their challenges and needs. This ensures prompt and knowledgeable response to inquiries and provides for relevant and timely information.
- HdLCC employs a staff of three full time information technology professionals with expertise in applications development, network design and maintenance, database management and technical support. These staff members continually work on developing and enhancing the firm's technological capabilities.
- All HdLCC staff works from our centrally located headquarters in Brea, California. The decision to operate out of a single location allows the company to minimize overhead costs and thereby lower service fees, maximize coordination of client services, protect the company's substantial databases and allows for immediate response to requests for information or assistance.
- HdLCC will provide Santa Ana with access to the firm's web-based property tax software which affords city staff a user friendly tool for parcel look-up and will display parcel ownership, valuation, sales and building/land characteristic information.

We look forward to reviewing this proposal with you in greater detail and demonstrating how our services and software products can benefit the City of Santa Ana.

Sincerely,



Paula Cone, President  
[pcone@hdlccpropertytax.com](mailto:pcone@hdlccpropertytax.com)



714.879.5000 | [hdlcompanies.com](http://hdlcompanies.com) | Suite 200

120 S. State College Blvd.  
Brea, CA 92821



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## C-1 SUMMARY SHEET

### ATTACHMENT 4

#### SUMMARY SHEET

**Firm Name:** HdL Coren & Cone

**Firm Parent or Ownership:** 73% ESOP (employee stock option program) owned; 27% partner owned.

**Firm Address:** 120 S State College Blvd #200 Brea, CA 92821

**Firm Telephone Number:** 714 879-5000

**Firm Fax Number:** 909 861-7726

**Number of Years in Existence:** 28 years

**Management Contact** (person responsible for direct contact with the City of Santa Ana and services required for this RFP):

**Name:** Paula Cone **Title:** President

**Telephone Number:** 714 879-5000

**Fax:** 909 861-7726

**Email:** pcone@hdlccpropertytax.com

**Project Manager** (Person responsible for day-to-day servicing of the account):

**Name:** Nichole Cone-Morishita **Title:** Vice-President

**Telephone Number:** 714 879-5000

**Fax:** 909 861-7726

**Email:** ncone@hdlccpropertytax.com

## **C-2 PERSONNEL ASSIGNED TO THIS PROJECT:**

Paula Cone

Nichole Cone

David Schey

Joel Hermann

Shelli Miyashita

Mahea Villabroza

Katrina Rodriguez

John Davis

Russell Vassar

### **QUALIFICATIONS FOR KEY STAFF**

#### **Paula Cone - President**

Paula Cone is a principal with HdL Coren and Cone, the property tax arm of the HdL Companies, and has over 20 years of municipal experience in finance and city management. She joined the firm in 1990 to oversee the development of the property tax analysis, audit and software elements in use today. She developed the first cost-effective and accurate computer program for identifying, monitoring, auditing and correcting property tax misallocation. She and her team provide core property tax products interpreting the trends and impacts of changes in real estate to the revenues received by local governments. HdLCC has identified errors which have resulted in a redistribution of net tax revenues of \$92 million to client agencies since 2000. Ms. Cone earned her bachelor's degree from California State University at Long Beach. She is former Parks and Recreation Director and Assistant City Manager for the City of Lawndale.

#### **Nichole Cone –Vice President**

Nichole Cone joined HdLCC in 1992. She oversees the acquisition and processing of county assessor and auditor-controller data into HdLCC's database. As a principal, she manages the preparation and production of property tax reports and is the lead for special projects requested by clients. She has oversight responsibility for all secured and unsecured audit submittals. She handles many of the general day to day client inquiries and oversees staff responsible for all production and questions regarding the HdLCC Comprehensive Annual Financial Report (CAFR) product. Ms. Cone was instrumental in our system redesign which closely mirrors the systems used by counties and the

conversion of the CAFR product to make it GASB44 compliant. Education: Bachelor of Arts, Loyola Marymount University, Los Angeles, California.

### **David Schey – Vice President**

Mr. Schey has 35 years of experience in government service and consulting. He joined HdLCC in 1994 and currently heads the analysis staff. His experience prior to joining HdLCC includes service as Planning Director, Community Development Director and Deputy Director of Redevelopment. He has been instrumental in the formation of numerous special assessment districts and in the development and adoption of redevelopment project areas. As a consultant to city and county agencies, he has provided development and consulting services that include planning, project management and finance. Mr. Schey has participated in the issuance of tax allocation, revenue and assessment district bonds as both a consultant and as the principal staff representative.

As an active participant in the affairs of his community, Mr. Schey served for over six years as a member and chairman of both the Planning Commission and Parks and Recreation Commission. Education: Bachelor of Arts, University of California; Los Angeles, California; Bachelor of Arts, California State University; Long Beach, California; Master of Public Administration, University of Southern California; Los Angeles, CA

### **Joel Hermann – Principal and IT**

Joel Hermann joined the HdL Companies in 1996. He has expertise in several programming languages, database design, and Windows© network environments. He is the lead programmer for several of HdLCC's data entry, processing, and data mining projects. He has extensive experience in analyzing and preparing city and special district direct assessments. Joel works closely with client city staff and provides technical support and meets with clients annually to review reports, trends and analyses.

### **Mahea Villabroza – Production Manager**

Mahea Villabroza joined HdLCC in 2009 and worked first as a Production Assistant and now as a Production Coordinator. Her day to day responsibilities include interface with county staff to procure roll information, auditor's reports, appeals data and sales information. Mahea is the staff person responsible for fulfilling CAFR orders as well as report printing and production and many day to day client questions.

### **Katrina Rodriguez –Analyst**

Katrina Rodriguez joined HdLCC in 2018 as an Administrative Analyst. Her day to day responsibilities include working on special projects, conducting training on the HdLCC Web-based software product and performing analytical reviews as directed. Katrina earned a Bachelor of Arts in Economics from Washington College in 2016 and a Master of Public Administration from the University of La Verne in 2018.

**John Davis – Audit Specialist**

John David joined the HdL Companies in 2006. He worked originally as a field auditor and then a border error specialist using property tax data to identify misallocated sales tax accounts. He joined HdLCC as an Audit Specialist in 2013. John is responsible for all secured, unsecured and cross reference audits performed. He communicates directly with county staff to get misallocations corrected. John also performs audits on recent annexations to ensure they have been correctly coded by the County.

**Russell Vassar – IT**

Russell Vassar joined the HdLCC in 2011. He is a computer science graduate from Cal State Fullerton. Russell programs many of our client applications and works with the rest of the IT department to import and validate our data. Russell also provides technical support for our web-based property tax application and is our GIS data expert.

MANAGEMENT CONTACT

Paula Cone

Experience

---

***HdL Coren & Cone: President/Partner***

***April 1990 – Present***

- Founding partner of HdL Coren & Cone the property tax company aligned with the HdL Companies. Completed the development of the first cost-effective and accurate program for identifying, monitoring, auditing and correcting property tax misallocations. Instrumental in the development and creation of the analytical and management report that have become the standard in the industry of trending and forecasting revenue and property value changes. Oversees the company's property tax management service and client interface. Over the past 28 years the company has grown to serving 250 local agencies in 45 counties in California.

***City of Lawndale: Assistant City Manager***  
***1990***

***January 1981-March***

- Served as the Assistant City Manager responsible for the departments of Finance, Personnel, Risk Management, Emergency Management, Animal Control and Parking Enforcement, and Cable Television. Served as the staff to various commissions, committees and the city council for projects and support. Responsible for both the program development and staff supervision of departments and projects assigned.

***City of Lawndale: Director of Parks and Recreation***  
***July 1970 – January 1989***

- Responsible for the staffing and programming of recreation facilities. Major responsibilities included coordination of adult and youth sport leagues, senior citizen programming, pre-school/tiny tot programming, planning of after school and vacation special events, and the development of junior high school special events. The position also included application and securing of grant funds for facility expansion, joint powers coordination with local school sites for after school programs, and involvement in the development and construction of new facilities.

Education

- **Bachelor of Science –Kinesiology/Physical Education**  
***California State University – Long Beach***

## PROJECT MANAGER

Nichole Cone

### Experience

---

#### ***HdL Coren & Cone – Principal/Vice President***

**January 2011 – Present**

- Delivery of annual property tax reports to client. Oversee the acquisition and processing of county assessor and auditor-controller data into HdL Coren & Cone's database. Manage the preparation and production of property tax reports. Serve as the main point of contact for special projects requested by clients. Oversee staff responsible for all secured and unsecured audit submittals. Respond to general day to day client inquiries. Work closely with IT staff to redesign reports and databases.

#### ***HdL Coren & Cone – Production Manager***

**December 2000-December 2010**

- Requested assessor and auditor controller data. Read and assembled data from multiple sources for use in property tax reports. Imported quarterly sale data. Printed and assembled delivery materials. Created client install disks for HdL Coren & Cone desktop application. Served as the main point of contact for HdLCC's CAFR product and redesigned to implement GASB 44. Client geo creation, special projects and general questions as needed.

#### ***HdL Coren & Cone – Data Entry/Production Assistant***

**January 1992-November 2000**

- Entered property tax data into HdLCC's property tax system. Printed, collated and assembled reports and delivery materials. Created mailing lists and general support to HdLCC principals.

### Education

- **Bachelor of Arts, Art History – Loyola Marymount University  
May 2000**

## **D. ALLOCATION OF RESOURCES**

### **1. General Strategy- Conceptual Plan**

Property taxes in California have evolved into an extremely complex system that requires experience and expertise to fully monitor. There are two broad categories of property (real and personal); three tax rolls (secured, unsecured and state assessed), and numerous peculiarities such as possessory interests, mines & mineral rights and the distribution of tax revenue from private aircraft. The revenues generated by the property tax system need to be distributed to a myriad of taxing entities including cities, counties, schools, special districts and successor agencies both directly and as pooled allocations. The subtleties of the apportionment of revenues in Teeter or non-Teeter cities are often challenging and confusing. The Company's property tax information systems allow us to provide information and analysis from a city's property tax data set to city staff quickly and accurately.

The Company's historical data (27 years in Orange County) provide critical data for trending, analysis and economic planning. We have developed reports that assist cities in better understanding the significance of the Proposition 8 reductions during economic downturns and the overall impact of those declines and potential recovery patterns when the real estate environment improves. Our revenue modeling for General Fund and Successor Agencies give cities tools to better forecast revenue based on data collected from transfers of ownership, successful appeals and Prop. 8 reductions, new construction modeling and how those elements fit together in the overall picture of revenue forecasting.

With the adoption of SB 1096 in 2004, revenue formerly identified as Vehicle License Fees (VLF) is being paid through the County Educational Revenue Augmentation Fund (ERAF) as VLF in Lieu revenue. The year-to-year growth of ERAF in lieu of VLF is now tied to gross property value growth between tax years. The monitoring of this revenue source for budget projections is now a feature of our property tax services.

The City's role is to provide a map with street names delineating City/Successor Agency boundaries for use in auditing the secured property database and to confirm that suggested misallocations are within City/SA boundaries. In addition, any City annexations which have been approved within the previous 2 fiscal years need to be reviewed to ensure that the county has correctly coded the parcels with City tax rate areas.



HdL Coren & Cone (HdLCC) annually purchases secured, unsecured and Board of Equalization (BOE) tax roll data from Orange County and BOE respectively. This data is then updated with purchased real estate data to reflect the most current owner of record, sale prices, deed information and if necessary is used to complete the City parcel record with current situs and mailing addresses. Sales history and current and historical appeal data are additional datasets purchased to augment the Assessor's released data and made available in our web-based property tax software. These additional datasets also provide reports for better understanding changes to the property tax roll between release dates. All data necessary to update the original lien date set from the Assessor and the procurement of the lien date rolls is purchased by HdLCC and provided to the City as long as the contract remains in force.

## 2. Tasks and Time Required

	Task	Staff	Annual Hours
1	Acquisition of data from the Assessor, Auditor Controller and Clerk of the Board	Administrative	8
2	Data decoded and read into HdLCC system	Programmer	10
3	Post updated data set on Web-based HdLCC Property Tax Portal	Programmer	5
4	Secured and unsecured audits performed	Administrative	16
5	Data Reconciliation and processing for deliverables	Administrative	10
6	Print and prepare CD with reports.	Administrative, Programmer	5
7	Analyze information for meeting, prepare newsletter, produce additional handouts, prepare CD with reports	Principal	6
8	Update database with sales transactions monthly	Administrative	36
9	Revenue projections	Programmer, Admin, Principal	15
10	Residual Revenue Projections	Administrative, Principal	10
11	Addendum Report preparation	Administrative	10
12	Ongoing requests, software training, special projects	Programmer, Admin, Principal	40
13	Legislative Updates	Administrative, Principal	8
<b>Total Hours</b>			<b>179</b>

## 3. Objectives and Methodology

The methodology that the Company follows in identifying, correcting, and recovering property tax errors includes the following:

Task I            Establishment of county data set and reconcile the annual auditor-controller assessed valuation report to the assessor's lien date rolls and identify discrepancies

Task II           Identify and correct errors through the performance of secured parcel audit and unsecured reviews where addresses are available on the roll provided by the assessor's office.

Task III          Prepare reports, review and analyze the data in preparation to meet with City staff to discuss year to year changes and trending.

Task IV          Ongoing analysis, appeal updates, transfer of ownership updates, remittance advice review, budget projections and special projects

HdL Coren & Cone has ample staff to devote to the tasks required in this request for proposal. Our knowledgeable staff will be assigned to ensure that the deadlines for deliverables are met and that requests placed by City staff are handled expeditiously.

#### **4. Timeline for Property Tax Analysis and Audit Services:**

- County assessment rolls are purchased annually in July.
- The property data program will be available for access via the internet within 30 days of the execution of the agreement. Parcel data will be updated monthly to include the most current ownership information due to parcel transfers.
- The secured audits for the City will be completed and submitted to the County Assessor for corrective action within 90 days of receipt of the annual county rolls. The audit and timing is contingent upon City providing the requested map(s). The City will receive file copies of submittals simultaneous with submissions to the County Assessor.
- Data collection from the County Assessor's and Auditor Controller's offices for reports is performed in August and September each year and preliminary reports will be delivered to the City prior to the end of November annually. Preliminary reports will include estimates of general fund revenue and tax increment revenue for the fiscal year that is estimated as being available for the January 2 and June 1 allocations to the Successor Agency by the Auditor Controller.

- The final tax ratio percentages are available from the auditor controller's office annually in February/March. Final reports will be prepared and delivered electronically prior to the end of April annually.
- Preparation of a one and five year General Fund Revenue Spreadsheet to assist the City in its budgeting process will be provided annually in early February. Reviews of Successor Agency revenue allocations and residual revenue distributions will be conducted as requested by the City/Successor Agency.

## **E. SCOPE OF WORK AND TIME OF PERFORMANCE**

### **Secured and Unsecured Property Tax Rolls**

#### **1. SOURCE OF REVENUE**

The secured and unsecured roll data is available annually from the County Assessor in July/August. The lien date rolls are reconciled to the certified value reports received by the City from the Auditor Controller in August and after verifying that the data reconciles, HdLCC processes the property data. Discrepancies between the Assessor's and Auditor Controller's data are researched and reported to the City.

Annually, after the lien date roll becomes available, HdLCC will establish a special database which within the City boundaries, the assessed values, for the secured and unsecured property tax rolls. HdLCC furnishes a variety of reports detailing property and revenue trends for the entire City and for custom defined geographic areas. These reports can be used for budgeting purposes, planning, economic development and public information. Among the reports available are top 25, 50, 100-property owner/taxpayer listings, owners of multiple properties, non-owner occupied parcels, pre-Prop 13 properties, identification of property ownership transfers by use type and completed construction projects for tracking of reassessments. We also provide the City with quarterly reports of pending assessment appeals and quarterly sales transaction and trending analyses.

## **2. RELATED SERVICES**

### **ANALYSIS AND IDENTIFICATION OF MISALLOCATIONS**

#### **Secured Parcel Audits**

HdLCC has been auditing and monitoring property taxes for cities for 28 years. During that time we have recovered more than \$92 million of net property tax revenue for our client agencies. Our ability to provide this service relies on information provided by county assessors, auditor-controllers and tax collectors. We have limited success auditing some counties, including Orange County, due to insufficient access to necessary data. We have described below the limitations we face in complying with the requirements of this request for proposal.

Upon approval of the contract, HdLCC will perform an analysis of the Secured roll to identify all parcels on the secured tax roll and verify that parcel assessed valuations and the resulting taxes are correctly allocated to the City or Successor Agency. This analysis is accomplished through the use of specialized computer software, assessor maps, city maps, GIS maps, city records, other pertinent documents, and field investigations. The review will include the lien date secured data for the 2020-21 tax year as well as historical data back to the 2016-17 tax year after excluding previous audit misallocations identified by the City.

HdLCC 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 Orange County Assessor, beginning in the 2004-05 fiscal year, has determined that the situs addresses on the secured tax roll are confidential information and has not included that field on the data available for purchase. HdLCC has been purchasing data from Orange County for 27 years and has been archiving situs address on properties during that time. Where a parcel number has not changed, HdLCC has updated the address from previous rolls to complete the database. If the parcels have been re-mapped and we can ascertain a direct relationship between the old and new parcel, we have updated the address. New parcels added since 2004-05 have addresses updated from other data sources making the percentage of situs addresses available in Santa Ana 97% on the secured roll.

HdLCC audits the secured and property records two ways: first reviewing the entire county to find parcels miscoded to other jurisdictions; and second, reviewing the parcels within the city, county or agency to ensure that each is coded to the appropriate taxing entity. Our advanced technology, accuracy and track record have placed us in a unique position to be hired by cities to find additional revenues after audits have been performed by prior consultants. In addition, by filing audit results with the County Assessor in a timely manner, we can assure that the repetitive errors from previous years will not re-occur.

### **Unsecured Bill Audits**

The Orange County Assessor has always considered unsecured property addresses a confidential field of information and therefore does not include this data on the lien date database sold to outside purchasers. Addresses are a critical field of data required for auditing unsecured property as it is reported based on situs address. This makes performing reviews on the unsecured (business property) a challenge because if the County fails to indicate where the property is located as a field in their database, it is impossible to challenge its incorrect assignment. In recent years we have been able to augment the unsecured roll addresses supplied from outside sources to bring the percentage of unsecured records in Santa Ana to 70%. Audits will only be able to be performed on unsecured assessments with situs addresses.

The Orange County Auditor Controller's website has a comprehensive battery of reports that detail the remittances received by the City with each apportionment. HdLCC has the ability to reconcile the receipts to the levy (calculated taxes to be received) and point out areas of deviations or aberrations of revenues between tax years. This analysis can assist a City in budgeting where specific tax revenues may not be recurring or where receipts in one year may be inflated or reduced due to one-time aberrations.

The identification of escaping revenue through the use of property tax data has been a targeted focus for HdLCC during the past 15 years. With the reduction of tax revenues

through legislated ERAF, cities, counties, agencies and special districts have been focusing on ways to increase the limited resources already stretched thin. The unsecured roll contains property owners which, when matched with a business license data set can be used to identify escaping revenues. For instance, property leased to businesses in your jurisdiction is taxed to the lessor of the property. We find that frequently, the lessors are not properly registered with a city business license. When notified and properly licensed, these businesses will generate additional revenue for the City.

The use of the secured roll will assist in identifying owners of rented residential, commercial, or industrial properties that do not have a business license with the City should one be required.

### **DELINQUENCY RECOVERY AND PREVENTION**

The City is requesting that the contractor provide additional assistance as necessary to support the City in recovering and preventing tax delinquencies. Santa Ana is one of 7 cities in Orange County participating in the Teeter Plan. This means that the City is guaranteed receipt of 100% of the taxes billed within the City and have agreed to forego the allocation of penalties and interest receipts on delinquent accounts in order to receive all revenues due each year. There are no delinquencies to be monitored.

### **COMBINED GEO/GIS BASED REVENUE INFORMATION APPLICATION**

The City has asked that this database include Documentary Stamp Tax DTT/RETT information aggregated by City of Santa Ana assessor's parcel number (APN)/situation address. This information is not provided as a data field in the assessor's data available for purchase. While there are secondary data sources that may include this information, the correctness is often questionable. Short of pulling the deed for each transaction, the best source of the information may be the monthly or quarterly report received by the City as a backup to the DTT collection that is allocated. If the purpose of this request is to audit the revenue allocated as collected in sales transactions, our experience is that many counties will not make a change or a redistribution of an error involving a short collection without the escrow or title company returning to their client, collecting the correct amount and re-filing the deed for the sale transaction. If the City provides the

DTT collection by parcel number, a data point in the software can be made available to include the DTT collection amount beginning with the 2020 calendar year sales.

The Property Tax Web-based software will not include the business name, business license number or CDTFA permit information. This response to this proposal for property tax services does not include these additional revenue services and HdLCC does not have access to this data for inclusion in the Property Tax geographically based revenue information application.

### **LEGISLATION MONITORING**

HdLCC will monitor and report on issues related to property tax legislation and coordinate with City's staff in connection with passed and potential property tax legislation and regulations and the impact this legislation may have on City or Successor Agency revenue patterns. Any coordination required with City's state and federal lobbyists in connection for legislation/regulation relating to City's property tax revenue sources will be considered.

### **3. SECURED AND UNSECURED PROPERTY TAX – ADDITIONAL REQUIREMENTS**

- a. GENERAL STRATEGY –See Section D 1 & 2 pages 10-11**
- b. OBJECTIVES AND METHODOLOGY – See Section D 3 & 4 pages 11-13**
- c. PROPERTY TAX REPORTING SERVICES**

We currently have over 200 unique reports available that have been designed to help inform our clients and assist them in explaining and illustrating trends and concepts to other staff, City Council and the public. HdLCC will provide the following reports based on the 2020-21 lien date rolls and will provide the reports annually, quarterly or monthly as appropriate. Reports are also available from prior years if needed. These reports are available in pdf, Microsoft Word and Excel formats for use in staff presentations.

## **Reports in the portfolio of deliverables include but are not limited to:**

- City/Agency Roll Summary Graph – 5 year history
- Top 40 Net Taxable Change History – summary
- Top 40 Value Change Listing – detailed history
- Category Summary Year to Year Growth- 2 year comparison
- Transfer of Ownership Summary
- Transfer of Ownership Listing
- Negative Value Change Parcels
- Median/Average Sales Price of Property Sales
- Comparison of Peak Sale Price to Current Sale Price
- Proposition 8 Historical Reductions & Potential Restorations
- City/Agency Roll Summary
- Tax Dollar Breakdown Graph
- Top Secured/Unsecured Property Owner/Taxpayer Summary Reports  
Top 10, 25, 50, & 100 available
- Use Category Summary
- Revenue Calculation for City, Special Districts, Successor Agency
- Historical Revenue Reports 10, 20, 30 years
- General Fund Revenue Forecast Spreadsheet, General Fund and Special Districts  
1-year
- 5 Year Property Tax Revenue Projection
- Residual Revenue Spreadsheet, Successor Agency
- Non-Residential New Construction- Gann Limit -Proposition 111
- Bank Owned Property Listing

### **d. QUARTERLY REPORTING**

The City is requesting a quarterly reporting on the city's secured and unsecured property tax revenues and properties/businesses generating those revenues. Unlike sales tax data which is released quarterly, secured and unsecured property values are set annually, released once a year, and do not change until the next lien date. The data purchased from Orange County includes the owner of property and not necessarily the Business involved at the location. An unsecured record may include a business name and a secured owner may include a business name if the business owns and occupies that location where business personal property is also located. More commonly an owner of a commercial secured parcel is not the business located at the situs where the parcel is located. The quarterly reports provided by HdLCC include updates relating to appeal filings, transfers of ownership within the city and other cities in the county and trending



reports related to all sales transactions and the median and average sale prices being reported for single family residential properties.

The Orange County Property Tax Ledger, available online, has the most up to date information relative to the full allocation scheduled to be distributed to the City, the year to date allocation and the amount un-distributed. We will work with City staff on the use of this resource to anticipate the receipts to be received in comparison to what was budgeted. HdLCC also performs receipt to levy reviews upon request. Unlike sales taxes, Property Tax receipts are not allocated quarterly, but monthly and in some months may be allocated more than once. The data driving those revenues is released in July for the property tax revenue that the City begins to receive in August each year.

Any city defined geographic subset of data, can be developed in the Web-based property tax data application to include current and historical information and be available to users. These "Geos" can either be created by HdLCC or by any user of the property tax data application. The data can also be exported as needed by users.

**e. PROPERTY TAX APPLICATION**

The HdLCC web-based software application provides clients with a user-friendly tool to access the City's property tax data. HdLCC provides monthly updates to reflect changes in ownership and deed recordings. Assessment appeals data is updated quarterly. As modifications and enhancements are made to the program, clients receive the enhanced version of the software at no additional cost. The City will be granted a "site license" for the application, which does not limit the number of users. The software can be used to access secured, unsecured, cross reference, possessory interest, mineral rights and SBE non-operating unitary tax rolls. Unsecured assessments are linked to the corresponding secured parcels where parcel numbers match. This allows users to see all property tax records at a particular location.

Geo areas as defined by the City can be created in the database by City staff or, upon supplying maps with the boundary area of each requested geo defined, will be created

by HdLCC staff and are included in the cost of this proposal. Additional areas can be created at no cost as they become necessary.

Property transfer information is updated monthly, and the prior sales transactions are stored with each record for reference. Filtering is available for Pre-Prop 13 owned properties, non-owner occupied properties (absentee owners), specific focused uses, targeted values, and selection of various other property characteristics. The database can be sorted by parcel number, owner, situs address, county use code designation and tax rate area. Data can be exported from the database to Excel, CSV, Text or Html to allow for further analysis through an easy to use export feature. Custom exports are also available to link or integrate with city building or code enforcement products.

The City staff will be able to extract data from this system identifying non-owner occupied absentee commercial and residential property, owner transfers (in common formats; e.g. Access, Excel, etc.) at minimum quarterly but not to exceed monthly as mutually agreed. Information fields required in report extract:

- i. Field 1 – Property Address
- ii. Field 2 – Parcel Number (APN)
- iii. Field 3 – 1st Owner Name
- iv. Field 4 – 1st Owner Address
- v. Field 5 – 2nd Owner Name
- vi. Field 6 – 2nd Owner Address
- vii. Field 7 – Owner mailing address
- viii. Field 8 – Sale/Transfer Date
- ix. Field 9 – Absentee Owner (Y/N)
- x. Field 10 – Use Code
- xi. Field 11 - Property Type
- xii. Field 12 – Number of Units
- xiii. Field 13 –Year Built
- xiv. Field 14 –Square Feet
- xv. Field 15 – Lot Square Feet
- xvi. Field 16 –Last Buyer
- xvii. Field 17 –Last Seller
- xviii. Field 18 –Last Transfer Date
- xix. Field 19 – Previous Buyer
- xx. Field 20 – Previous Seller
- xxi. Field 21 – Previous Transfer Date

Training will be provided annually at no additional cost to the client and HdLCC is available to answer questions, provide phone assistance or troubleshoot issues that arise between scheduled training events.

### **Screen Capture of HdLCC Web based Property Tax Software**

**Search Results**

Owner	Location
MAINPLACE SHOPPINGTO...	2800 N MAIN
RP ESSEX SKYLINE HOL...	9 MACARTHUR PL
BRE OC GRIFFIN LLC	5 HUTTON CENTRE DR
MAINPLACE SHOPPINGTO...	2800 N MAIN ST
1851 E FIRST STREET ...	1851 E 1ST ST
BANC OF CALIFORNIA N...	3 MACARTHUR PL
MACARTHUR TAI OW LLC	2 MACARTHUR PL
BRE-FMCA LLC	31 E MAC ARTHUR CRES
THE MARKE AT SOUTH C...	100 E MACARTHUR BLVD
CF ALPHA AND GOLF PR...	1801 E SAINT ANDREW ...
TUSTIN AVENUE APARTM...	2424 N TUSTIN AVE
JOHNSON AND JOHNSON ..	
ADAGIO 366 LLC	3258 S MAIN ST
BOYD SANTA ANA LLC	1750 E 4TH ST
SOLARE APARTMENTS SA...	2111 W 17TH ST
515 DYER PROPERTY OW...	515 E DYER RD UNIT A
DRAWBRIDGE PACIFIC C...	
AG-OW 1 MAC OWNER LP	1 MACARTHUR PL
I AND G 4 HUTTON LLC	4 HUTTON CENTRE DR

« First < Previous Next > 20 ▾

**Secured Details**

Parcel: 002-221-52 [Details](#)  
 Owner: [MAINPLACE SHOPPINGTOWN LLC](#)  
 Location: 2800 N MAIN  
 Agency: Santa Ana CRA Downtown 72-73 & 74-7...  
 Code: f2043 Category: Commercial  
 TRA: 11054 Net AV: \$148,504,962  
 HOX: \$0

### **f. SUCCESSOR AGENCY SERVICES**

#### **Base Year Value/RDA Audit request**

Redevelopment was dissolved in California as of February 1, 2012. The City RFP requests the provision of the base year values by tax rate areas for all redevelopment project areas; this will be provided. The current Successor Agency scope of services has become a function of estimating revenues available and verifying county calculations and distributions.

Successor Agency Services including but not limited to:

- Tax increment projections for each former Project Area
- Cash flow estimates for the Successor Agency by Project Area
- Assistance in providing property tax information for the taxing agencies receiving property tax revenues from former Project Areas
- Estimates of property tax revenues to be received by the taxing entities from former Project Areas
- Provide property tax information to the Oversight Board at the direction of the Successor Agency
- Monitor the County distribution of Redevelopment Property Tax Trust Fund (RPTTF) revenues, tax-sharing amounts to the City and taxing entities of the former redevelopment agency and allocation of residual revenues
- Coordinate with the Auditor-Controller the relationship between the tax-sharing, debt service and other obligations of former redevelopment agency
- Prepare, as needed, an assessment of resources available to the Successor Agency to meet the long term obligations of the former redevelopment agency including bonded indebtedness, SERAF/ERAF loan repayment and City loan repayment.

Prior to their dissolution, redevelopment agencies were the major beneficiaries of the \$80 million HdLCC audit revenue recovered because most of the corrections involved the miscoding of parcels in a city's general fund that belonged in a redevelopment project area, and because all of the tax increment revenue went to the former redevelopment agency. Recoveries for successor agencies offer limited advantages to their cities. Audit recoveries provide the successor agency additional revenue to wind down their obligations more quickly and may add to the residual distribution for all the taxing entities in project areas. The City, like the other taxing entities, would receive its share (approximately 20% for Santa Ana) of any residual revenue payments after Redevelopment Obligation Payments (ROPS) have been satisfied. School districts would not benefit at all from audit corrections since any additional residual payments would serve to reduce their State ADA payments.

Given these circumstances most cities and successor agencies do not opt for property tax audits of former redevelopment project areas. For cities there are opportunities to capture property tax revenue incorrectly going to jurisdictions outside the city as well as former redevelopment project areas. Under these circumstances our audit services are provided on a contingency basis as described below. For successor agencies the audits will be performed as Additional Services with the timing and manner of payment to be determined upon authorization to proceed.

#### **g. REVIEW OF COMPLETED NEW CONSTRUCTION**

Upon the City providing completed new construction notices for taxable events over a value threshold agreed to by the City and HdLCC, the permits will be aligned with the appropriate parcels to track new construction activity after the release of subsequent tax rolls. New construction that results in the issuance of supplemental tax bills for additional taxes being due are all pooled countywide and the City of Santa Ana receives its proportionate share of the revenues collected from all cities based on this percentage for General Fund revenue allocation. The following year when the parcel is enrolled with the additional value, the revenues flow to the City where the parcel resides. The reported information may be used to prepare Prop 4 and 111 State Appropriations Limit calculations. The City may also choose to use HdLCC's "Non-Residential New Construction Report" for this purpose.

### **4 ANALYSIS AND IDENTIFICATION OF MISALLOCATION ERRORS**

See pages 14-16

#### **B. RELATED SERVICES**

### **ANALYSIS AND IDENTIFICATION OF MISALLOCATIONS**

### **5. CAFR STATISTICAL REPORTING PACKAGE**

The HdLCC CAFR Package containing the following reports will be supplied to the City annually prior to the end of September:

- Use Category Summary for the fiscal year of the CAFR

- Property Tax Dollar Breakdown
- Roll Summary for current fiscal year
- Net taxable assessed value for last ten (10) fiscal years
- Assessed value of taxable property: secured, unsecured and no-unitary for last ten fiscal years
- Assessed value of taxable property by category for last ten (10) fiscal years
- Top ten property tax payers for current fiscal year
- Top ten property tax payers ten (10) fiscal years ago
- Direct and overlapping property tax rates for last ten (10) fiscal years
- Demographic and economic statistics for last ten (10) calendar years
- Single family residential sales value history
- Direct and overlapping bonded debt report

## **6. ON-GOING CONSULTATION**

During the term of the contract HdLCC will serve as the City of Santa Ana's resource staff on questions relating to property tax and assist in estimating current year property tax revenues for both the general fund and former redevelopment project areas (Successor Agency). On-going consultation would include, but not be limited to, inquiries resolved through use of the CITY's database.

## **7. SUPPLEMENTAL SECURED PROPERTY TAX SERVICES – DIRECT ASSESSMENTS SEVERABLE RESPONSE**

The City is requesting that "during the term of the Agreement, successful Proposer shall analyze City owned property parcels within the City with regard to all direct assessments (direct assessments consist of non-valuation charges on property tax statements) to determine whether a reduction in one or more direct assessment charges is feasible and will result in a refund recovery of amounts over-assessed and previously paid. Based on state laws and local ordinances that govern the direct assessment agencies, the successful Proposer will analyze the methodologies employed by various taxing agencies to collect data related to imposing direct assessments to ensure that they are correct and

to assist the City in limiting its future direct assessment charges to the minimum allowable."

In the 2020-21 tax year there were 557 properties that are owned by either the City of Santa Ana or the Community Redevelopment Agency. 106 of these parcels were levied a special assessment by the Orange County Sanitation District. According to the enabling Ordinance No. OCSD-49 adopted by this District; it is appropriate to charge government owners this levy. No other agencies levied any direct assessments on government owned properties identified in 2020-21. Whether or not the placement of the levy has been calculated correctly may be another issue. There were also 13 properties that were purchased by the City of Santa Ana in 2019 which had tax bills issued in 2019-20 to the former owners before the sale that may have been handled as a part of the escrow process. The City may have had these bills cancelled after the purchase or may have paid the balance due on the tax bills as part of the negotiated sale agreement.

Many of the taxed 106 parcels include city-owned parks, city buildings and facilities that are using the sewer system and were probably approved at some point in the past to be connected to the sewerage system. Vacant properties are not taxed. However, there are currently levies being placed on unimproved property which may need to be reclassified as "Vacant" in the assessor's data. There is also supposed to be a fraction/percentage applied to government owned property but the contractor placing the levy appears to be charging 100% of the SFR rate instead of the percent outlined in the Ordinance. HdLCC feels there is certainly a potential for errors in the enrollment of the levies on the 106 parcels, but the potential recovery is not a large number in a single year. Ordinance No. OCSD-49 does have a provision for application and granting of refunds in accordance with RTC Sections 5096 and 5097 which provide for errors in calculation and collection of levies. There is a provision in Section 5097 for collection of levies paid in error if a claim is made within four (4) years of the payment charged in error. There is also provision in RTC Section 2635 that requires the tax collector to notify the taxpayer if the amount charged exceeds the amount due by more than \$10.

This task, if HdLCC is engaged to perform this review, will be provided on a time and materials basis. Whether the tax rolls are purchased, or staff review each of the taxed

government owned properties 100-125 depending on the tax year reviewed, this is a labor intensive project. We will bid a base fee for this project with a not to exceed amount however reserve the right to meet with City Staff if the project costs exceed this amount.

#### **GEOGRAPHICALLY BASED REVENUE INFORMATION APPLICATION – ADDITIONAL REQUIREMENTS**

See the response to **COMBINED GEO/GIS BASED REVENUE INFORMATION APPLICATION** on page 16 and Property Tax Application on page 19



**CLIENT REFERENCE FORM**

Using the following format, please provide at five (5) client references for the services that you may be supplying.

**A. PROFESSIONAL CONSULTANT/VENDOR INFORMATION**

Name HdL Coren & Cone

Contact Name: Paula Cone Email: pcone@hdlccpropertytax.com

**B. CLIENT INFORMATION**

Name of Organization: City of Long Beach Phone: 562 570-5478

Address: 411 W Ocean Blvd. Long Beach, CA 90802

Agreement Manager: Geraldine Alejo Email: geraldine.alejo@longbeach.gov

Service Dates: 1995 - present

Summary of Work Organization Engaged In: Property Tax Audit, information and management services, software use, budget forecasting, data provision, special project work and receipts to levy analysis, annual report review with staff.

Amount of Agreement: \$18,750 + 25% of audit recovery Term of Agreement 5 years

Number of Client Staff Engaged: 11 Number of Locations 1

**C. TYPES OF SERVICES PROVIDED**

Indicate services that were provided:

Property tax audit and information services including annual secured and unsecured audits, access to the HdLCC Property Tax Web Application, revenue forecasting, reports, analytical services and ongoing consultation

**CLIENT REFERENCE FORM**

Using the following format, please provide at five (5) client references for the services that you may be supplying.

**A. PROFESSIONAL CONSULTANT/VENDOR INFORMATION**

Name HdL Coren & Cone  
 Contact Name: Paula Cone Email: pcone@hdlccpropertytax.com

**B. CLIENT INFORMATION**

Name of Organization: City of Irvine Phone: 949 724-6035  
 Address: 1 Civic Center Plaza, Irvine, CA 92606  
 Agreement Manager: Barbara Arenado barenado@cityofirvine.org  
 Email: Service Dates: 2006 - present  
 Summary of Work Organization Engaged In: Property Tax Audit, information and management services, software use, budget forecasting, data provision, special project work and receipts to levy analysis, annual report review with staff.  
 Amount of Agreement: \$22,500 per year Term of Agreement 5 years  
 Number of Client Staff Engaged: 11 Number of Locations 1

**C. TYPES OF SERVICES PROVIDED**

Indicate services that were provided:

Property tax audit and information services including annual secured and unsecured audits, access to the HdLCC Property Tax Web Application, revenue forecasting, reports, analytical services and ongoing consultation

**CLIENT REFERENCE FORM**

Using the following format, please provide at five (5) client references for the services that you may be supplying.

**A. PROFESSIONAL CONSULTANT/VENDOR INFORMATION**

Name HdL Coren & Cone

Contact Name: Paula Cone Email: pcone@hdlccpropertytax.com

**B. CLIENT INFORMATION**

Name of Organization: City of Huntington Beach Phone: 714 536-5511

Address: 2000 Main Street, Huntington Beach, CA 92648

Agreement Manager: Dahle Bulosan Email: dbulosan@surfcity-hb.org

Service Dates: 1991- present

Summary of Work Organization Engaged In: Property Tax Audit, information and management services, software use, budget forecasting, data provision, special project work and receipts to levy analysis, annual report review with staff.

Amount of Agreement: \$22,500 + \$5,000 NTE audit recovery Term of Agreement 5 years

Number of Client Staff Engaged: 11 Number of Locations 1

**C. TYPES OF SERVICES PROVIDED**

Indicate services that were provided:

Property tax audit and information services including annual secured and unsecured audits, access to the HdLCC Property Tax Web Application, revenue forecasting, reports, analytical services and ongoing consultation

**CLIENT REFERENCE FORM**

Using the following format, please provide at five (5) client references for the services that you may be supplying.

**A. PROFESSIONAL CONSULTANT/VENDOR INFORMATION**

Name HdL Coren & Cone

Contact Name: Paula Cone Email: pcone@hdlccpropertytax.com

**B. CLIENT INFORMATION**

Name of Organization: City of Santa Clarita Phone: 661 259-2489

Address: 23920 Valencia Blve #300 Santa Clarita, CA 91355

Agreement Manager: Darren Hernandez dhernandez@santa-clarita.com

Email: Service Dates: 2008- present

Summary of Work Organization Engaged In: Property Tax Audit, information and management services, software use, budget forecasting, data provision, special project work and receipts to levy analysis, annual report review with staff.

Amount of Agreement: \$22,250 + 5% of audit recovery Term of Agreement 5 years

Number of Client Staff Engaged: 11 Number of Locations 1

**C. TYPES OF SERVICES PROVIDED**

Indicate services that were provided:

Property tax audit and information services including annual secured and unsecured audits, access to the HdLCC Property Tax Web Application, revenue forecasting, reports, analytical services and ongoing consultation

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### CLIENT REFERENCE FORM

Using the following format, please provide at five (5) client references for the services that you may be supplying.

#### A. PROFESSIONAL CONSULTANT/VENDOR INFORMATION

Name HdL Coren & Cone

Contact Name: Paula Cone Email: pcone@hdlccpropertytax.com

#### B. CLIENT INFORMATION

Name of Organization: City of Pasadena Phone: 626 744-4350

Address: 100 N. Garfield Avenue, Pasadena CA 91109

Agreement Manager: Matthew Hawkesworth mhawkesworth@cityofpasadena.net

Email: Service Dates: 2017 - present

Summary of Work Organization Engaged In: Property Tax Audit, information and management services, software use, budget forecasting, data provision, special project work and receipts to levy analysis, annual report review with staff.

Amount of Agreement: \$21,250 + 25% of audit recovery Term of Agreement 5 years

Number of Client Staff Engaged: 11 Number of Locations 1

#### C. TYPES OF SERVICES PROVIDED

Indicate services that were provided:

Property tax audit and information services including annual secured and unsecured audits, access to the HdLCC Property Tax Web Application, revenue forecasting, reports, analytical services and ongoing consultation

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## F-2 Client List

Client	Year Range(s) of Service	Contact	Phone
CITY OF ADELANTO	2004-Present	Ward Komers	(760) 246-2300
CITY OF AGOURA HILLS	1991-Present	Christy Pinuelas	(818) 597-7319
CITY OF ALAMEDA	2009-Present	Jennifer Tell	(510) 747-4855
CITY OF ALHAMBRA	1991-Present	Dean Johnson	(626) 570-5017
CITY OF ALISO VIEJO	2008-Present	Gina Tharani	(949) 425-2520
CITY OF AMERICAN CANYON	2007-Present	Susan Presto	(707) 647-4362
ANTELOPE VALLEY E KERN WATER	2016-Present	Teresa Yates	(661) 943-3201
CITY OF ARCATA	1999-Present	Ondrea Starzhevskiy	(707) 825-2120
TOWN OF ATHERTON	2012-Present	Robert Barron	(650) 688-6528
CITY OF AVALON	2014-Present	Matthew Baker	(310) 510-0220
CITY OF AZUSA	1993-Present	Talika Johnson	(626) 812-5203
CITY OF BALDWIN PARK	1994-Present	Rose Tam	(626) 960-4011
CITY OF BARSTOW	1991-Present	Cindy Prothro	(760) 256-3531
BARSTOW FIRE PROTECTION DISTRICT	2013-Present	Cindy Prothro	(760) 256-3531
CITY OF BEAUMONT	1997-Present	Jeff Mohlenkamp	(951) 769-8520
CITY OF BELL GARDENS	1993-Present	Tony Rainey	(562) 806-7700
CITY OF BELLFLOWER	1995-Present	Tae Rhee	(562) 804-1424
BELLFLOWER SUCCESSOR AGENCY	1995-Present	Tae Rhee	(562) 804-1424
BELMONT	2016-Present	Thomas Fil	(650) 595-7435
CITY OF BENICIA	1993-Present	Cindy Mosser	(707) 746-4217
CITY OF BEVERLY HILLS	2013-Present	Jeff Muir	(310) 285-2447
CITY OF BIG BEAR LAKE	2007-Present	Kelly Ent	(909) 866-5491
CITY OF BLYTHE	2009-Present	Christa Elms	(760) 922-6161
CITY OF BRENTWOOD	1997-Present	Kerry Breen	(925) 516-5436
CITY OF BUELLTON	2000-Present	Shannel Zamora	(805) 688-5177
CITY OF BUENA PARK	1998-Present	Sung Hyun	(714) 562-3713
CITY OF BURBANK	1992-Present	Cindy Giraldo	(818) 238-5500
CITY OF CALABASAS	1994-Present	Ron Ahlers	(818) 224-1610
CITY OF CALEXICO	2015-Present	Karla Lobatos	(760) 768-2135
CITY OF CALISTOGA	2001-Present	Gloria Leon	(707) 942-2803
CITY OF CAMARILLO	2008-Present	Mark Uribe	(805) 388-5358
CITY OF CARSON	1992-Present	Tarik Rahmani	(310) 830-7600
CITY OF CATHEDRAL CITY	1997-Present	Tami Scott	(760) 770-0354
CITY OF CHICO	1994-Present	Chris Constantin	(530) 896-7301
CITY OF CHINO	1991-Present	Robert Burns	(909) 334-3341
CHINO VALLEY INDEPENDENT FIRE DISTRICT	1996-2001; 2009-Present	Steve Heide	(909) 902-5260
CITY OF CITRUS HEIGHTS	1997-Present	Ronda Rivera	(916) 727-4712
CITY OF CLAREMONT	1995-Present	Adam Pirrie	(909) 399-5460
COACHELLA VALLEY WATER DISTRICT	2013-Present	Jeff Kiehl	(760) 398-2661
CITY OF COALINGA	March 2020	Jasmin Bains	(559) 935-1531

CITY OF COLTON	2000-Present	Stacey Dabbs	(909) 370-5039
CITY OF COLUSA	2017-Present	Toni Benson	(530) 458-4740
CITY OF COMMERCE	1994-Present	Vilko Domic	(323) 838-4266
CITY OF CONCORD	2009-Present	Karan Reid	(925) 671-3192
CITY OF CORONADO	2015-Present	Emad Gewaily	(619) 522-7300
CITY OF COSTA MESA	2019-Present	Jennifer King	(714) 754-5048
CITY OF COTATI	2001-2002; 2015-Present	Angela Courter	(707) 665-4236
CITY OF COVINA	1993-Present	Anita Agramonte	(626) 384-5509
CITY OF CUDAHY	1995-Present	Steven Dobrenen	(323) 773-5143
CITY OF CULVER CITY	2001-Present	Onyx Jones	(310) 253-5889
CITY OF CUPERTINO	2017-Present	Mary Redwine	(408) 777-3267
CITY OF CYPRESS	2019-Present	Donna Mullally	(714) 229-6709
CITY OF DANA POINT	May 2020	Jaimie To	(949) 248-3514
TOWN OF DANVILLE	2004-Present	Lani Ha	(925) 314-3358
CITY OF DESERT HOT SPRINGS	2008-Present	Geoffrey Buchheim	(760) 329-6411
CITY OF DIAMOND BAR	2015-Present	Dianna Honeywell	(909) 839-7051
CITY OF DIXON	2013-Present	Kate Zawadzki	(707) 678-7000
CITY OF DOWNEY	1995-Present	Anil Gandhi	(562) 904-7265
CITY OF DUBLIN	1995-Present	Colleen Tribby	(925) 833-6654
CITY OF EASTVALE	2013-Present	Amanda Wells	(951) 361-0900
CITY OF EL CERRITO	2010-Present	Mark Rasiah	(510) 215-4312
CITY OF EL MONTE	2018-Present	Bruce Foltz	(626) 580-2026
CITY OF EL SEGUNDO	1997-Present	Joe Lillio	(310) 524-2315
CITY OF ENCINITAS	1997-Present	Teresa McBroome	(760) 633-2600
CITY OF EUREKA	1999-Present	Lane Millar	(707) 441-4379
CITY OF FAIRFIELD	1994-Present	Emily Combs	(707) 428-7629
CITY OF FONTANA	1995-Present	Lisa Strong	(909) 350-7671
CITY OF FORTUNA	1999-Present	Aaron Felmlee	(707) 725-1402
CITY OF FOUNTAIN VALLEY	1998-Present	David Faraone	(714) 593-4400
CITY OF FREMONT	1997-Present	David Persselin	(510) 284-4000
CITY OF FULLERTON	2010-Present	Claire Moynihan	(714) 738-3133
CITY OF GALT	September 2020	Claire Tyson	(209) 366-7150
CITY OF GARDEN GROVE	1998-Present	Patricia Song	(714) 741-5087
CITY OF GLENDALE	1993-Present	Michele Flynn	(818) 548-4094
CITY OF GLENDORA	1995-Present	June Overholt	(626) 914-8200
CITY OF GOLETA	2014-Present	Luke Rioux	(805) 562-5508
CITY OF GONZALES	2007-Present	Rene Mendez	(831) 675-5000
CITY OF GRAND TERRACE	2010-2014; 2017-Present	Cynthia Fortune	(909) 824-6621
CITY OF GREENFIELD	2008-Present	Ana Tayros	(831) 674-5591
CITY OF HAWAIIAN GARDENS	2006-Present	Linda Hollinsworth	(562) 420-2641
CITY OF HAWTHORNE	2017-Present	Felice Lopez	(310) 349-2923
CITY OF HAYWARD	2015-Present	Dustin Claussen	(510) 583-4000

CITY OF HEMET	1995-2014; 2016-Present	Lorena Rocha	(951) 765-2300
CITY OF HERCULES	2014-Present	David Biggs	(510) 799-8200
CITY OF HERMOSA BEACH	1999-Present	Viki Copeland	(310) 318-0226
CITY OF HESPERIA	2014-Present	Anne Duke	(760) 947-1829
CITY OF HOLTVILLE	2011-Present	Nick Wells	(760) 356-2912
CITY OF HUNTINGTON BEACH	1991-Present	Dahle Bulosan	(714) 536-5511
CITY OF HUNTINGTON PARK	1991-Present	Nita McKay	(323) 584-6237
CITY OF HURON	2009-Present	Jack Castro	(559) 945-2241
CITY OF IMPERIAL	2006-Present	Laura Gutierrez	(760) 355-4373
IMPERIAL BEACH SUCCESSOR AGENCY	2004-Present	Erika Cortez	(619) 423-8617
CITY OF INDIO	1992-Present	Rob Rockwell	(760) 391-4029
CITY OF INDUSTRY	1991-Present	Yamini Pathak	(626) 333-4676
CITY OF INGLEWOOD	1992-Present	Sharon Koike	(310) 412-5301
CITY OF IRVINE	2007-Present	Barbara Arenado	(949) 724-6255
IRWINDALE COMMUNITY REDEV AGENCY	1995-Present	Eva Carreon	(626) 430-2221
CITY OF JURUPA VALLEY	2014-Present	Alan Kreimeier	(951) 332-6464
CITY OF KING CITY	1997-Present	Mike Howard	(831) 386-5925
CITY OF LA HABRA	1998-Present	Mel Shannon	(562) 905-9732
CITY OF LA HABRA HEIGHTS	2008-Present	Angie Martinez	(562) 694-6302
CITY OF LA MESA	2018-Present	Sarah Waller-Bullock	(619) 667-1122
CITY OF LA MIRADA	2002-Present	Anne Haraksin	(562) 943-0131
CITY OF LA PALMA	1998-Present	Conal McNamara	(714) 690-3323
CITY OF LA PUENTE	2010-Present	Troy Grunklee	(626) 855-1500
CITY OF LA QUINTA	2017-Present	Karla Romero	(760) 777-7073
CITY OF LA VERNE	1991-Present	Mark Alvarado	(909) 596-8752
CITY OF LAFAYETTE	2017-Present	Jennifer Wakeman	(925) 299-3213
CITY OF LAGUNA HILLS	2019-Present	Janice Reyes	(949) 707-2623
CITY OF LAKE ELSINORE	2007-Present	Jason Simpson	(951) 674-3124
CITY OF LAKE FOREST	1992-2008; 2013-Present	Keith Neves	(949) 461-3431
CITY OF LAKEWOOD	1993-Present	Jose Gomez	(562) 866-9771
CITY OF LANCASTER	2019-Present	George Harris	(661) 723-6238
CITY OF LATHROP	2016-Present	Cari James	(209) 941-7333
CITY OF LEMON GROVE	1996-Present	Molly Brennan	(619) 825-3803
CITY OF LIVE OAK	2011-Present	Joe Aguilar	(530) 695-2112
CITY OF LIVERMORE	1992-Present	Doug Alessio	(925) 960-4000
CITY OF LIVINGSTON	2007-Present	Vanessa Portillo	(209) 394-8041
CITY OF LOMPOC	2018-Present	Dean Albrow	(805) 875-8274
CITY OF LONG BEACH	2001-Present	Geraldine Alejo	(562) 570-5478
CITY OF LOS ALAMITOS	2005-Present	Craig Koehler	(562) 431-3538
CITY OF LOS ALTOS	2014-Present	Sharif Etman	(650) 947-2700
TOWN OF LOS ALTOS HILLS	2004-Present	Sarina Revillar	(650) 947-2512
CITY OF MANHATTAN BEACH	1996-Present	Steve Charelian	(310) 802-5552



CITY OF MANTECA	May 2020	Lisa Blackmon	(209) 239-8000
CITY OF MARTINEZ	2009-Present	David Glasser	(925) 372-3500
CITY OF MARYSVILLE	2015-Present	Jennifer Styczynski	(530) 749-3932
CITY OF MAYWOOD	2016-Present	Jennifer Vasquez	(323) 562-5000
CITY OF MENIFEE	2011-Present	Wendy Preece	(951) 723-3714
CITY OF MENLO PARK	2016-Present	Dan Jacobson	(650) 330-6649
CITY OF MILPITAS	2019-Present	Walter Rossmann	(408) 586-3125
CITY OF MISSION VIEJO	1995-Present	Cheryl Dyas	(949) 470-3059
MISSION VIEJO SUCCESSOR AGENCY	2001-Present	Cheryl Dyas	(949) 470-3059
MOJAVE WATER AGENCY	2011-Present	Kathy Cortner	(760) 946-7054
CITY OF MONROVIA	1992-Present	Buffy Bullis	(626) 932-5510
CITY OF MONTCLAIR	1991-Present	Marilyn Staats	(909) 625-9412
CITY OF MONTEBELLO	1991-Present	Michael Solorza	(323) 887-1412
CITY OF MONTEREY PARK	1993-Present	Joe Tanner	(626) 307-1349
CITY OF MOORPARK	1995-Present	Kambiz Borhani	(805) 517-6249
CITY OF MORENO VALLEY	2002-Present	Brooke McKinney	(951) 413-3077
MOULTON NIGUEL WATER DISTRICT	2011-Present	Drew Atwater	(949) 448-0404
CITY OF MOUNTAIN VIEW	1995-Present	Ann Trinh	(650) 903-6011
CITY OF NAPA	April 2020	Bret Prebula	(707) 257-9510
CITY OF NATIONAL CITY	1998-Present	Mark Roberts	(619) 336-4330
CITY OF NEWARK	February 2020	Krysten Lee	(510) 578-4288
CITY OF NORCO	1994-Present	Lisette Free	(951) 270-5650
CITY OF NORWALK	1996-Present	Jana Stuard	(562) 929-5750
CITY OF OAKLAND	1994-Present	Margaret O'Brien	(510) 238-3301
CITY OF OCEANSIDE	2008-Present	Jane McPherson	(760) 435-4500
CITY OF ONTARIO	March 2020	Armen Harkalyan	(909) 395-2355
CITY OF ORANGE	1999-Present	Will Kolbow	(714) 744-5500
CITY OF OXNARD	2005-2006; 2012-2013; 2016	Beth Vo	(805) 385-7472
OXNARD COMMUNITY DEVELOPMENT COMMISSION	1999-Present	Ashley Golden	(805) 385-7478
CITY OF PACIFICA	2019-Present	Kevin Woodhouse	(650) 738-7401
PALMDALE ECONOMIC DEVELOPMENT	1993-Present	Keith Kang	(661) 267-5429
CITY OF PALO ALTO	March 2020	Tarun Narayan	(650) 329-2362
CITY OF PALOS VERDES ESTATES	1997-Present	Jim Walker	(310) 750-9810
CITY OF PARAMOUNT	1991-Present	Karina Lam	(562) 220-2000
CITY OF PARLIER	2015-Present	Kristi Miller	(559) 646-3545
CITY OF PASADENA	2016-Present	Matt Hawkesworth	(626) 744-4355
CITY OF PASO ROBLES	2001-Present	Marlaine Sanders	(805) 237-7232
PASO ROBLES SUCCESSOR AGENCY	2001-Present	Marlaine Sanders	(805) 237-7232
CITY OF PICO RIVERA	1994-Present	Angelina Garcia	(562) 801-4391
CITY OF PINOLE	1999-Present	Genie Rocha	(510) 724-9823
CITY OF PISMO BEACH	2007-Present	Susan West-Jones	(805) 773-7012
CITY OF PLACENTIA	2003-Present	Jessica Brown	(714) 993-8229

PLEASANT HILL SUCCESSOR AGENCY	2008-Present	Mary McCarthy	(925) 671-5270
CITY OF PLEASANTON	1997-Present	Mary McCarthy	(925) 671-5270
CITY OF POMONA	2019-Present	Jane Rich	(909) 620-2454
CITY OF PORT HUENEME	2018-Present	Ken McDonald	(805) 986-6501
CITY OF RANCHO CORDOVA	2016-Present	Kim Juran-Karageorgiou	(916) 851-8731
CITY OF RANCHO CUCAMONGA	2000-Present	Tamara Layne	(909) 477-2700
CITY OF RANCHO MIRAGE	1998-Present	Kofi Antobam	(760) 324-4511
CITY OF RANCHO PALOS VERDES	2016-Present	Trang Nguyen	(310) 377-0360
CITY OF RANCHO SANTA MARGARITA	2000-Present	Stefanie Turner	(949) 635-1800
CITY OF RED BLUFF	2007-Present	Sandy Ryan	(530) 527-2605
CITY OF REDLANDS	2007-Present	Danielle Garcia	(909) 798-7507
CITY OF REDONDO BEACH	1992-Present	Marni Ruhland	(310) 318-0683
CITY OF RIALTO	1991-Present	Bob Chandler	(909) 421-7219
CITY OF RIDGECREST	2017-Present	Cherie Freese	(760) 499-5021
CITY OF RIVERSIDE	2008-Present	Edward Enriquez	(951) 826-5972
CITY OF ROCKLIN	2005-Present	Kim Sarkovich	(916) 625-5025
CITY OF ROSEMEAD	2007-Present	Tess Anson	(626) 569-2122
TOWN OF ROSS	2013-Present	Joe Chinn	(415) 453-1453
SACRAMENTO METROPOLITAN FIRE DISTRICT	2011-Present	Ken Campo	(916) 859-4300
TOWN OF SAN ANSELMO	2018-Present	Helen Yu-Scott	(415) 258-4678
CITY OF SAN BERNARDINO	2010-Present	Jim Slobojan	(909) 384-5043
CITY OF SAN BRUNO	2019-Present	Keith DeMartini	(650) 616-7054
CITY OF SAN CARLOS	1993-Present	Rebecca Mendenhall	(650) 802-4230
CITY OF SAN CLEMENTE	2007-Present	Jake Rahn	(949) 361-8200
CITY OF SAN DIMAS	1991-Present	Steven Valdivia	(909) 394-6224
CITY OF SAN FERNANDO	1995-Present	Nick Kimball	(818) 898-1200
CITY OF SAN GABRIEL	2019-Present	Ken Louie	(626) 457-4610
SAN GORGONIO PASS WATER AGENCY	October 2020	Lance Eckhart	(951) 845-2577
CITY OF SAN JACINTO	1991-Present	Tom Prill	(909) 654-7337
CITY OF SAN MARCOS	2019-Present	Lisa Fowler	(760) 744-1050
CITY OF SAN MATEO	2010-Present	Richard Lee	(650) 522-7102
CITY OF SAN PABLO	2009-Present	Kelly Sessions	(510) 215-3021
CITY OF SAN RAFAEL	1997-Present	Nadine Hade	(415) 485-3074
SAN RAMON VALLEY FIRE PROTECTION DIST	2014-Present	Ken Campo	(925) 838-6600
CITY OF SAND CITY	2001-Present	Linda Scholink	(831) 394-3054
CITY OF SANTA ANA	2017-Present	Will Holt	(714) 647-5456
CITY OF SANTA CLARA	2017-Present	Kenn Lee	(408) 615-2200
CITY OF SANTA CLARITA	2008-Present	Darren Hernandez	(661) 284-1435
CITY OF SANTA CRUZ	2001-Present	Kathy Mintz	(831) 420-5146
CITY OF SANTA MARIA	2000-Present	Mary Harvey	(805) 925-0951
CITY OF SANTA MONICA	1997-Present	Gigi Decavalles-Hughes	(310) 458-8281

CITY OF SANTA PAULA	2007-Present	Sandy Easley	(805) 525-4478
CITY OF SANTEE	2005-Present	Tim McDermott	(619) 258-4100
CITY OF SAUSALITO	2019-Present	Yulia Carter	(415) 289-4105
CITY OF SEAL BEACH	1999-Present	Alayna Hoang	(562) 431-2527
CITY OF SEASIDE	2003-Present	Victor Damiani	(831) 899-6718
CITY OF SIERRA MADRE	2006-Present	Hillary Guirola-Leon	(626) 355-7135
CITY OF SIGNAL HILL	1995-Present	Sharon del Rosario	(562) 989-7379
CITY OF SIMI VALLEY	2007-2012; 2015-Present	Joseph Toney	(805) 583-6328
CITY OF SOLEDAD	2006-Present	Mike Howard	(831) 674-5562
CITY OF SONOMA	2019-Present	Jenna Burrows	(707) 933-2213
CITY OF SOUTH EL MONTE	2016-Present	William Fox	(626) 579-6540
CITY OF SOUTH GATE	2005-Present	Jackie Acosta	(323) 563-9524
CITY OF SOUTH PASADENA	2009-Present	Karen Aceves	(626) 403-7252
CITY OF STANTON	1995-Present	Michelle Bannigan	(714) 379-9222
CITY OF STOCKTON	2007-Present	Kimberly Trammel	(209) 937-8460
CITY OF SUISUN	2015-Present	Lakhwinder Deol	(707) 421-3215
CITY OF SUNNYVALE	1996-Present	Tim Kirby	(408) 730-7603
CITY OF TAFT	1993-Present	Teresa Binkley	(661) 763-1350
CITY OF TEMECULA	1992-Present	Jennifer Hennessy	(909) 694-6430
CITY OF TEMPLE CITY	1992-Present	Susan Paragas	(626) 285-2171
CITY OF THOUSAND OAKS	2008-Present	Jaime Boscarino	(805) 449-2100
CITY OF TORRANCE	2019-Present	Sheila Poisson	(310) 618-5854
CITY OF TRACY	2017-Present	Karin Schnaider	(209) 831-6841
CITY OF TUSTIN	2010-Present	Sean Tran	(714) 573-3078
CITY OF UNION CITY	2009-Present	Anita Castillo	(510) 675-5334
CITY OF UPLAND	1991-Present	Londa Bock-Helms	(909) 931-4172
CITY OF VACAVILLE	2000-Present	Ken Matsumiya	(707) 449-5180
CITY OF VALLEJO	2001-Present	Rekha Nayar	(707) 648-4527
CITY OF VERNON	1998-Present	Scott Williams	(323) 583-8811
CITY OF VISTA	1996-Present	Mike Sylvia	(760) 639-6170
CITY OF WATSONVILLE	2018-Present	Cindy Czerwin	(831) 768-3471
CITY OF WEST COVINA	1996-Present	Robbeyn Bird	(626) 939-8463
CITY OF WEST HOLLYWOOD	1991-Present	Lorena Quijano	(323) 848-6524
CITY OF WEST SACRAMENTO	2019-Present	Roberta Raper	(916) 617-4509
WESTERN MUNICIPAL WATER DISTRICT	2011-Present	Kevin Mascaro	(951) 571-7160
CITY OF WESTMINSTER	1994-Present	Erin Backs	(714) 898-3311
CITY OF WHITTIER	1993-Present	Monica Lo	(562) 567-9815
CITY OF WINTERS	2019-Present	Shelly Gunby	(530) 794-6704
CITY OF YORBA LINDA	1995-Present	Sophia Leung	(714) 961-7142
CITY OF YUBA CITY	1998-Present	Robin Bertagna	(530) 822-4615

### F-3 LIST OF TERMINATED AGREEMENTS

The following public agencies have terminated their agreements in the last three years.

City of Lawndale	14717 Burin Avenue, Lawndale, CA 90260 Marla Pendleton, Finance Director/Treasurer Budget restrictions, canceled some contracting services	310-973-3241
City of Cerritos	18125 Bloomington Avenue, Cerritos, CA 90703 Ryan Carey, Finance Director Budget restrictions, canceled some contracting services	562-860-0311
City of Newport Beach	100 Civic Center Drive, Newport Beach CA 92660 Steven Montano, Deputy Finance Director Open RFP Selected another firm	949 -644-3240
Moraga Orinda Fire District	125-80 Moraga Way, Moraga CA Gloriann Sasser, Finance Director Became a limited services client	925-258-4509
City of San Ramon	7000 Bollinger Canyon Road, San Ramon, CA 94583 Candace Daniels, Finance Division Manager Budget restrictions, canceled some contracting services	925-973-2515

**ATTACHMENT 2****PROPOSER'S STATEMENT**

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, (hereinafter City) shall constitute the entire agreement between Proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with his/her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to Proposer or deposited with the United States Postal Service properly addressed to the Proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or Proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or Proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm/Entity: HdL Coren & Cone

Signed and Printed Name: Paula J Cone Paula J Cone

Title: President

Date: 10-29-2020

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED  
NONRESPONSIVE.**

**COMPANY INFORMATION****COMPANY** HdL Coren & Cone

The Proposer will provide a profile of its organization. The Proposer may attach any additional literature and product brochures. At a minimum, the Proposer shall provide the following information:

1. **Year established:** 1992
2. **Business Organization Name:** HdL Coren & Cone
3. **Parent Company:** N/A
4. **Subsidiary Offering Service(s):** N/A
5. **Office Locations:** 120 S. State College Blvd. Suite 200  
Brea, California 92821
6. **Serving Office for this Project:** Brea, California
7. **Services Available:** Property tax data, analysis, audit, management reports, budget  
forecasting tools and consultation, property tax web-based software, legislative analysis,  
staff support and education, and annual meeting to review year to year changes in this  
revenue source.
8. **Total Number of Employees:** 11
9. **Product and Service History:** HdL Coren & Cone has been providing these services to  
local governments since 1992. Currently we are serving more than 250 cities and special  
districts in California.
10. **Number of Employees Focused on the Service Offering(s):** 9
11. **Number of Currently Active Signed Client Agreements:** 251

I. Cost/Bid Proposal Form Attachment 6

**ATTACHMENT 6**

**COST/BID PROPOSAL FORM - RFP No.**

**NOTE 1:** Submit and label a separate COST/BID Proposal Form for each proposed source of revenue bid under **Section III [Scope of Services and Time of Performance], subsection (A) [Sources of Revenue]** and/or for each desired response item bid - numbered (1) through (5) - as described in **Section I [Introduction], subsection (A) [Purpose]**.

In compliance with the Agreement Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for (label) **RFP No. 20-126**.

The Work is to be done in strict conformity with the Agreement Documents now on file in the Finance & Management Services Agency, Treasury & Customer Service Division, for the following sum:

**Property Tax Revenue Auditing, Recovery, Reporting, Analysis, and Legislative/State Agency Liaison and Implementation Monitoring Services - Cost/Bid Proposal**

All Fiscal Years below must be bid in order for the quote to be considered responsive except where bidder specifies a future commencement date of performance.

Fiscal Year		Option 1 Fixed Flat Fee	Severable Service - Direct Assessments on Govt. Owned Properties Item 7 T&M	Option 3 Percentage of Recovered Revenues	Option 4 Time and Expenses
1.	FY 2020-2021	23,250	30 hrs. @ \$175=\$5,250		
2.	FY 2021-2022	23,250	20 hrs. @ \$175 =\$3,500		
3.	FY 2022-2023	23,250	20 hrs. @ \$175 =\$3,500		
4.	FY 2023-2024	23,250	20 hrs. @ \$175 =\$3,500		
5.	FY 2024-2025	23,250	20 hrs. @ \$175 =\$3,500		
Total Cost:					

**NOTE 2:** At Proposer's discretion from 1 to 4 Options may be bid in alternative or in combination to one another.

**PROPOSER'S NAME:** **HdL Coren & Cone**

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within thirty (30) days after receipt of the notice of award of Agreement, and to begin work when directed by the City.

It is understood that this Cost/Bid Proposal is based upon completion of Work commencing on the date set forth in the Agreement issued by the City to the Professional Consultant/Vendor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Project Coordinators' estimate of the quantity of work to be performed for said item, the item



price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Project Manager's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the source of revenue price nor the total response item price item, then it shall be deemed incomplete and the Proposal shall be disregarded. The undersigned has examined or is otherwise familiar with the location of the proposed Work and the local conditions at the place where the Work is to be done.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Santa Ana will not be responsible for any errors or omissions on the part of the undersigned in making up this Cost/Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Cost/Bid Proposal. This Cost/Bid Proposal includes the following addenda:

Addenda # 1 Date October 12, 2020  
Addenda # \_\_\_\_\_ Date \_\_\_\_\_  
Addenda # \_\_\_\_\_ Date \_\_\_\_\_

If the bidder is a corporation, the Cost/Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the bidder is a limited liability company, the Cost/Bid Proposal must be executed in the name of the company and must be signed by a duly authorized managing member of the company.

If the bidder is a partnership or co-partnership, the Cost/Bid Proposal must be executed in the name of the partnership / co-partnership and one of the partners / co-partners must subscribe their signature thereto as the authorized representative of the partnership or co-partnership.

If the bidder is a joint venture, the Cost/Bid Proposal must be executed in the name of the joint venture and must be signed by a duly authorized representative of the joint venture.

PROPOSER: HdL Coren & Cone

Signature *Paula J Cone* Date 10/28/2020

Print Name Paula J Cone Title President

Address 120 S State College Bl. #200 City Brea State CA Zip 92821

Telephone 714 879-5000 Fax 909 861-7726 Email pcone@hdlccpropertytax.com

Tax ID Numbers - Federal 95-4398586 State 397-0671-1

City of Santa Ana Business License Tax Certificate Number 365251

[Business License Tax Certificate No. must be provided prior to final issuance of Professional Consultant Agreement]



ATTACHMENT 7

**PROPOSER'S CERTIFICATION FORM**  
**CERTIFICATION OF RESPONSE TO REQUEST FOR PROPOSALS**  
**TO THE CITY OF SANTA ANA**  
**RFP No. 20-126**

1. The undersigned hereby submits its Response to Request for Proposals quotation and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposals (RFP), dated October 1, 2020 and to be bound by the terms and conditions of the RFP and any subsequent Addenda to said RFP.
2. This firm has carefully reviewed its response and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all responses and to waive any informality or irregularity in any quotation received by the City.
4. The response includes all of the commentary, figures and data required by the Request for Proposal, dated October 1, 2020 together with any Addenda subsequently issued thereto.
5. This firm has carefully read and fully understands all of the items contained in the **Section XIV [General Terms & Conditions]**. This firm agrees to all of the general requirements except for those disclosed by the firm in its Response to Request for Proposals quotation(s) - RFP No. 20-126
6. The quotations shown on this firm's **Cost/Bid Proposal Form(s) (Attachment 6)** shall be valid for minimum (180) days following submission.

Name of Firm: HdL Coren & Cone  
By: Paula J Cone  
(Authorized Signature) *Paula J Cone*  
Type Name: Paula J Cone  
Title: President  
Date: October 28, 2020

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED  
NONRESPONSIVE.**

**ATTACHMENT 8**

**NON-COLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-Collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed *Paul J. Cone*

State of California  
County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

*See Attached.*

Notary Public Signature

Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED  
NONRESPONSIVE.**

**CALIFORNIA JURAT WITH AFFIANT STATEMENT****GOVERNMENT CODE § 8202**

- ☐ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

Signature of Document Signer No. 1      Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 16 day of October, 2020,  
by      Date      Month      Year

(1) Paula Jeanne Cone

(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.

Signature Diana Wall  
Signature of Notary Public



Seal  
Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Non-collusion Affidavit      Document Date: 11/16/2020

Number of Pages: 2      Signer(s) Other Than Named Above: \_\_\_\_\_

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5910



**ATTACHMENT 9**

**NON-LOBBYING CERTIFICATION**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Signed: Paula Coren

Title: President

Firm: HdL Coren & Cone

Date: October 28, 2020

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED  
NONRESPONSIVE.**

**ATTACHMENT 10**

**NON-DISCRIMINATION CERTIFICATION**

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in,

or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: Paula J. Cone  
Title: President  
Firm: HdL Coren & Cone  
Date: October 28, 2020

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
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## CITY OF SANTA ANA



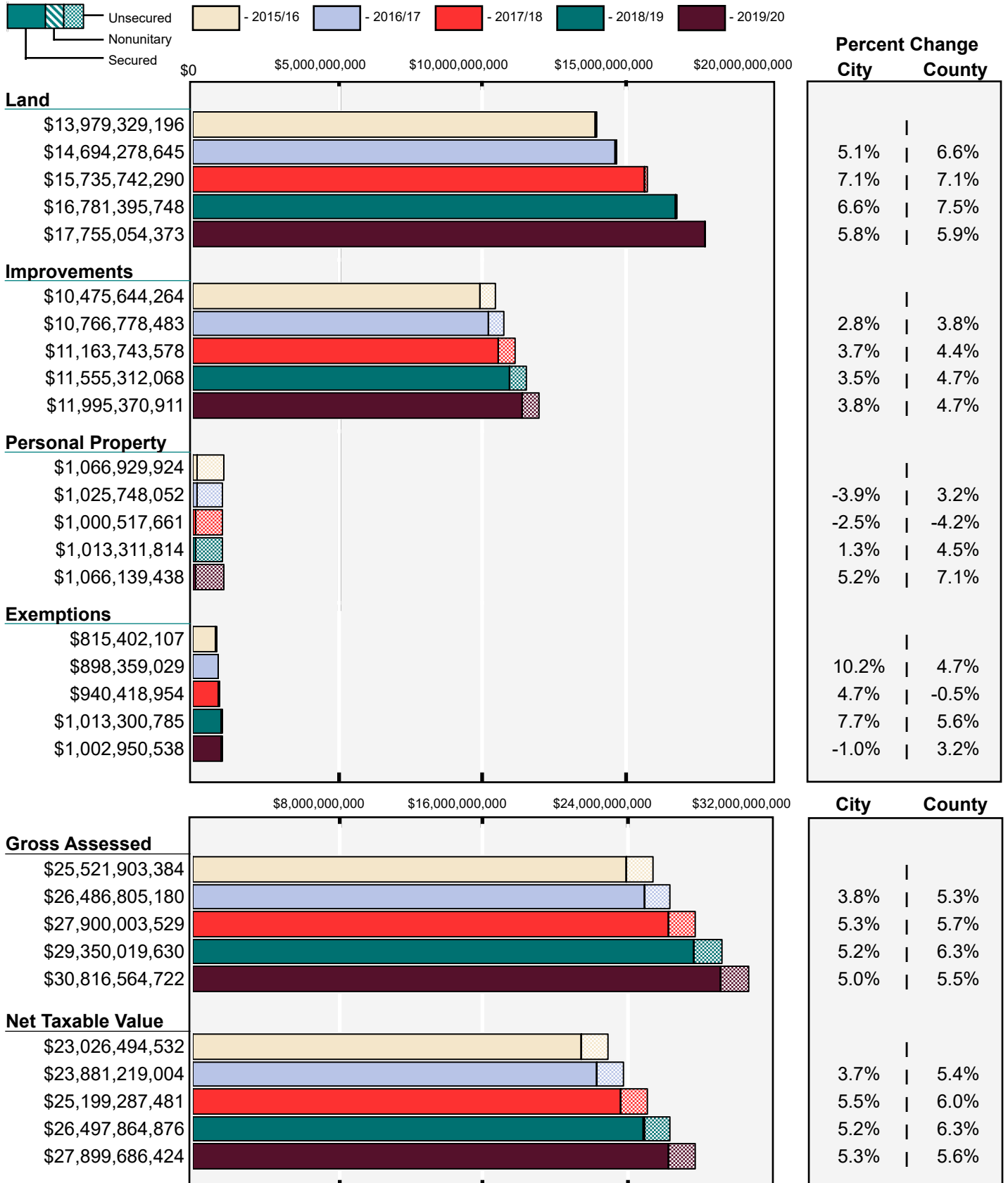
## SAMPLE REPORTS FOR 2019-20

**HdL**  
Coren & Cone



# THE CITY OF SANTA ANA

## 2015/16 TO 2019/20 ASSESSED VALUES





Parcel	Use Category	Owner	Situs	Current Net Taxable Value	Net Taxable Value Change	Value Change from Prior Year
411-141-12	Vacant	Dyer Bsunes Park Llc	666 E Dyer Rd	\$41,000,000	+\$39,810,240	+3,346%
400-101-05	Commercial	Pacific Coast Holdings Investment Llc	1101 N Tustin Ave	\$51,767,813	+\$25,306,492	+96%
198-081-28	Residential	Oktogon Santa Ana Llc	3630 Westminster Ave	\$25,942,503	+\$19,470,285	+301%
400-071-02	Commercial	1851 E First Street Investors Llc	1851 E 1St St	\$85,000,000	+\$18,228,140	+27%
430-222-16	Industrial	Rhw Holdings Llc	2310 Red Hill Ave	\$28,842,000	+\$15,302,956	+113%
414-261-07	Commercial	Ccf Ps Iii Harbor Llc	3601 S Harbor Blvd Bldg A	\$32,742,000	+\$14,118,840	+76%
398-125-16	Residential	Park Tower Apartments Llc	215 15Th St	\$16,320,000	+\$13,092,284	+406%
198-032-02	Industrial	Adohr Farms Llc	4002 W Westminster Ave	\$38,493,388	+\$10,293,700	+37%
398-283-16	Residential	Heninger 2016 Lp	200 S Sycamore St	\$10,200,000	+\$10,200,000	+9,999%
430-222-07	Industrial	Rhw Holdings Llc	2300 Red Hill Ave	\$14,783,000	+\$10,139,464	+218%
398-324-12	Residential	Park City View Apartments Llc	510 N Mortimer St	\$10,200,000	+\$8,009,929	+366%
404-083-13	Residential	Chestnut Property Partners Llc	510 E Chestnut St	\$9,664,500	+\$7,745,374	+404%
410-041-51	Commercial	24505 Hawthorne Blvd Llc	130 W Macarthur Blvd	\$7,650,000	+\$6,687,763	+695%
402-071-05	Industrial	Mcfadden Center Investors Llc	1790 E Mcfadden Ave	\$28,601,820	+\$6,642,050	+30%
011-154-39	Commercial	Contempo Group Llc	1600 E 1St St	\$16,377,013	+\$6,169,272	+60%
140-251-04	Commercial	Fisher Real Estate Partners Lp	2840 S Bristol St	\$20,502,000	+\$5,978,343	+41%
402-091-03	Commercial	Big Brothers Big Sisters Of Orange County	1801 E Edinger Ave	\$7,270,236	+\$5,588,165	+332%
411-131-40	Industrial	W-G11241 Ocbs Holdings Viii Lp	1241 E Dyer Rd	\$20,476,500	+\$5,346,888	+35%
011-262-44	Industrial	Eastside Development Company	1008 S Hathaway St Bldg A	\$8,700,000	+\$5,172,769	+147%
402-191-04	Industrial	Bromell Commercial Properties Lp	2110 E 1St St	\$6,671,000	+\$4,831,608	+263%
411-141-01	Industrial	620 Dyer Llc	620 E Dyer Rd	\$11,220,000	+\$4,821,540	+75%
414-221-01	Industrial	3101 Harbor Llc	3101 S Harbor Blvd	\$10,200,000	+\$4,791,603	+89%
414-272-05	Commercial	Calvary Chapel Of Costa Mesa	3000 W Macarthur Blvd Unit	\$13,254,366	+\$4,543,287	+52%
411-102-06	Commercial	Bre Oc Griffin Llc	5 Hutton Centre Dr	\$143,346,414	+\$4,442,086	+3%
003-153-55	Residential	Relock Kevin M Trust Relock Family Trust	1717 Spurgeon St	\$5,620,200	+\$4,359,524	+346%
403-201-12	Industrial	Dana 4 Enterprises Inc	1641 Saint Andrew Pl	\$9,637,782	+\$4,296,549	+80%
402-211-08	Commercial	Pres Jcr Santa Ana Office Llc	1820 E 1St St	\$10,608,000	+\$4,245,985	+67%
015-052-14	Residential	Woodridge Investors	1800 S Broadway	\$10,710,000	+\$4,131,000	+63%
041-215-03	Residential	Pr Wood Santa Ana Apartments Llc		\$52,579,048	+\$4,024,333	+8%
398-601-03	Commercial	Lh 200 N Main Street Llc	200 N Main St	\$6,600,000	+\$3,841,340	+139%
411-131-36	Industrial	W-G1 1231 Ocbs Holdings Viii Lp	1231 E Dyer Rd Bldg 4	\$11,551,500	+\$3,839,002	+50%
144-341-08	Vacant	Santa Ana Village Lp		\$4,488,000	+\$3,748,757	+507%
415-023-09	Commercial	Kearny Harbor Llc	3130 S Harbor Blvd	\$35,468,460	+\$3,497,778	+11%
398-162-09	Commercial	Cummins Kenneth J Trust William H Griffith	1008 E 17Th St	\$5,737,500	+\$3,218,242	+128%
415-012-17	Industrial	Danaco 4030 Llc	4030 Chandler Ave	\$4,062,500	+\$3,207,222	+375%
014-281-12	Industrial	Warner Avenue Group Llc	1329 E Warner Ave	\$494,700	-\$4,005,300	-89%
011-154-43	Residential	Amcal 1440 Santa Ana Fund Lp	1440 E 1St St	\$0	-\$4,590,000	-100%
005-153-19	Residential	Santa Ana Arts Collective Lp	1620 N Main St	\$0	-\$5,670,180	-100%
415-023-08	Industrial	Robinson Pharma Llc	3330 S Harbor	\$11,441,429	-\$7,847,271	-41%
398-202-12	Residential	Depot At Santiago Lp		\$272,140	-\$13,513,705	-98%

Data Source: Orange County Assessor 2018/19 And 2019/20 Secured Tax Rolls

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

Prepared On 10/20/2020 By PC

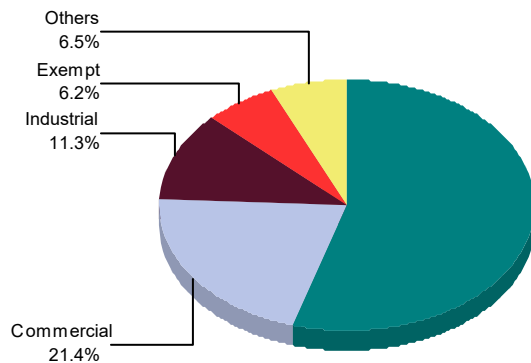
# THE CITY OF SANTA ANA

## 2019/20 USE CATEGORY SUMMARY

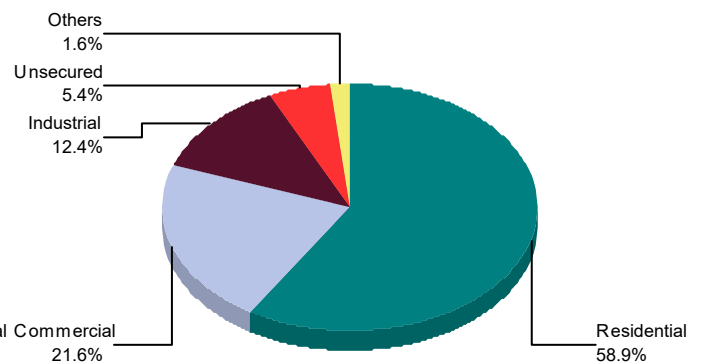
### BASIC PROPERTY VALUE TABLE

Category	Parcels	Assessed Value	Net Taxable Value
Residential	46,684	\$16,825,504,015 (54.6%)	\$16,446,033,442 (58.9%)
Commercial	3,239	\$6,580,359,659 (21.4%)	\$6,031,008,195 (21.6%)
Industrial	1,653	\$3,482,043,485 (11.3%)	\$3,451,317,022 (12.4%)
Miscellaneous	7	\$450,104 (0.0%)	\$450,104 (0.0%)
Vacant	674	\$396,347,000 (1.3%)	\$371,077,073 (1.3%)
Exempt	1,916	\$1,913,927,760 (6.2%)	\$0 (0.0%)
Outer Parcels	[1]	\$67,288 (0.0%)	\$67,288 (0.0%)
SBE Nonunitary	[9]	\$3,357,139 (0.0%)	\$3,357,139 (0.0%)
Cross Reference	[3,203]	\$79,756,467 (0.3%)	\$79,276,432 (0.3%)
Unsecured	[9,023]	\$1,534,819,093 (5.0%)	\$1,517,167,017 (5.4%)
<b>TOTALS</b>	<b>54,173</b>	<b>\$30,816,632,010</b>	<b>\$27,899,753,712</b>

#### ASSESSED VALUE



#### NET TAXABLE VALUE



# THE CITY OF SANTA ANA

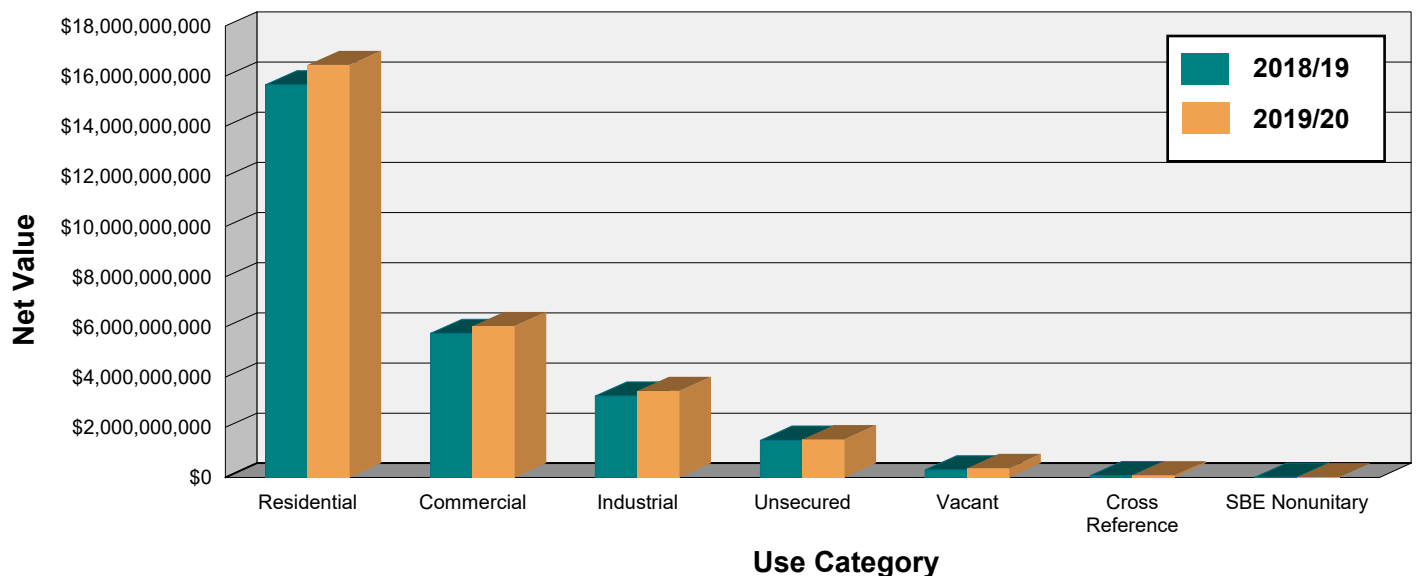
## 2019/20 GROWTH BY USE CATEGORY

### 2018/19 to 2019/20 Value Growth by Use Category

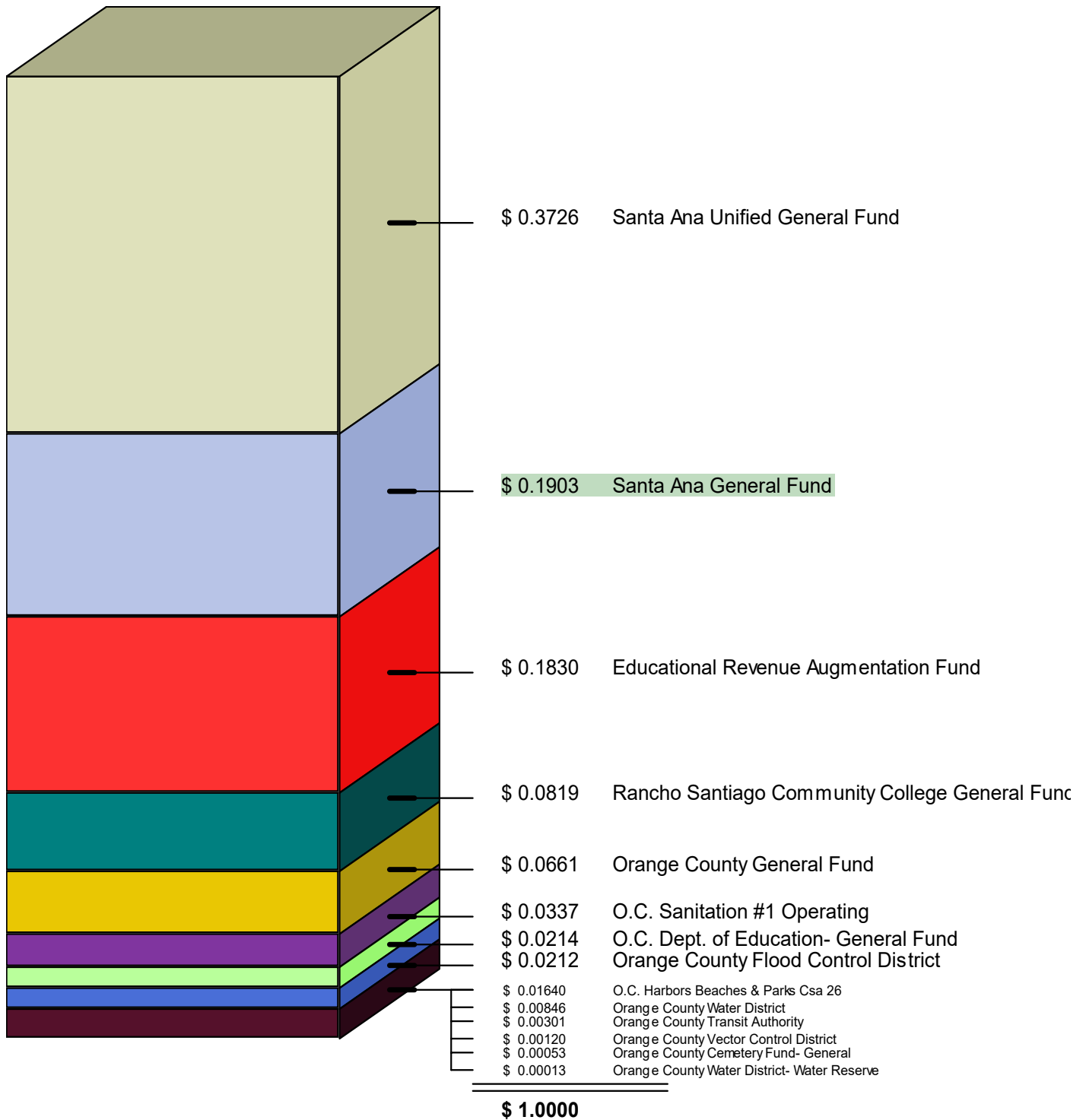
Category	2018/19 Net Taxable Value		2019/20 Net Taxable Value			\$ Change	% Change
Residential	46,285	\$15,653,989,110	46,684	\$16,446,033,442	(58.9%)	\$792,044,332	5.1%
Commercial	3,245	\$5,742,211,447	3,239	\$6,031,008,195	(21.6%)	\$288,796,748	5.0%
Industrial	1,656	\$3,244,577,221	1,653	\$3,451,317,022	(12.4%)	\$206,739,801	6.4%
Unsecured	[8,902]	\$1,479,230,689	[9,023]	\$1,517,167,017	(5.4%)	\$37,936,328	2.6%
Vacant	643	\$304,312,420	674	\$371,077,073	(1.3%)	\$66,764,653	21.9%
Cross Reference	[3,188]	\$69,771,059	[3,203]	\$79,276,432	(0.3%)	\$9,505,373	13.6%
SBE Nonunitary	[9]	\$3,357,139	[9]	\$3,357,139	(0.0%)	\$0	0.0%
Miscellaneous	6	\$415,791	7	\$450,104	(0.0%)	\$34,313	8.3%
Outer Parcels	[1]	\$65,969	[1]	\$67,288	(0.0%)	\$1,319	2.0%
Exempt	1,892	\$0	1,916	\$0	(0.0%)	\$0	0.0%
<b>TOTALS</b>	<b>53,727</b>	<b>\$26,497,930,845</b>	<b>54,173</b>	<b>\$27,899,753,712</b>	<b>(100.0%)</b>	<b>\$1,401,822,867</b>	<b>5.3%</b>

Numbers in blue are parcel/assessment counts

### Assessed Value by Major Use Category



# THE CITY OF SANTA ANA PROPERTY TAX DOLLAR BREAKDOWN



**ATI (Annual Tax Increment) Ratios for Tax Rate Area 11003, Excluding Redevelopment Factors & Additional Debt Service**

Data Source: Orange County Assessor 2019/20 Annual Tax Increment Tables

Prepared On 10/20/2020 By PC

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

# THE CITY OF SANTA ANA

## PROPERTY TAX REVENUE - 2019/20

Estimated Revenue, Participates in Teeter Plan, County Admin Fees Not Deducted

General Fund Summary - Non SA TRAs								
Roll		Non SA TRAs Taxable Value	Rate	General Fund Revenue	Debt Rate	Debt Revenue	Total Revenue	
SEC		\$18,559,220,994	0.184397862	\$34,222,806.79	0.000000	\$0.00	\$34,222,806.79	
UTIL		\$2,176,063	0.191422059	\$4,165.46	0.000000	\$0.00	\$4,165.46	
UNS		\$547,949,389	0.185724766	\$1,017,677.72	0.000000	\$0.00	\$1,017,677.72	
TOTAL		\$19,109,346,446	0.184436710	\$35,244,649.97	0.000000	\$0.00	\$35,244,649.97	
+ Aircraft		\$0		\$0.00		\$0.00	\$0.00	
Total Before Adjustment for AB-8 Growth		\$19,109,346,446	0.184436710	\$35,244,649.97	0.000000	\$0.00	\$35,244,649.97	
+ Adjustment for AB-8 Growth (Net effective Total Revenue Loss/Gain)				\$12,876.11			\$12,876.11	
Non SA TRAs Total		\$19,109,346,446	0.184504092	\$35,257,526.09			\$35,257,526.09	
General Fund Summary - SA TRAs								
Roll	Net Value	SA TRAs Base Year Value	Rate	Base Year Revenue	Debt Rate	Debt Revenue	Total Revenue	
SEC	\$7,819,941,274	\$991,710,304	0.187911944	\$1,863,542.11	0.000000	\$0.00	\$1,863,542.11	
UTIL	\$1,181,076	\$836,200	0.187294870	\$1,566.16	0.000000	\$0.00	\$1,566.16	
UNS	\$969,217,628	\$285,289,883	0.188817063	\$538,675.98	0.000000	\$0.00	\$538,675.98	
TOTAL	\$8,790,339,978	\$1,277,836,387	0.188113617	\$2,403,784.25	0.000000	\$0.00	\$2,403,784.25	
+ Aircraft		\$0	\$0	\$0.00		\$0.00	\$0.00	
+ Adjustment for AB-8 Growth (Net effective Total Revenue Loss/Gain)				\$878.19			\$878.19	
SA TRAs Total		\$8,790,339,978					\$2,404,662.44	
General Fund Total		\$27,899,686,424	\$20,387,182,833	0.184734639	\$37,662,188.52	0.000000	\$0.00	\$37,662,188.52
SB 2557 County Admin Fees (Current Year Actual Amount)							-\$237,731.25	

Unitary Revenue	\$761,460.28
VLF Revenue	\$34,663,784.00

# THE CITY OF SANTA ANA

## PROPERTY TAX REVENUE - 2019/20

Estimated Revenue, Participates in Teeter Plan, County Admin Fees Not Deducted

Incremental Revenue Summary								Total Incremental Revenue
Roll	SA Taxable Value	Base Year Value	Incremental Value	Rate	Incremental Revenue	Debt Rate	Debt Revenue	
SEC	\$7,820,008,562	\$991,710,304	\$6,828,298,258	1.000000000	\$68,282,982.58	0.000000	\$0.00	\$68,282,982.58
UTIL	\$1,181,076	\$836,200	\$344,876	1.000000000	\$3,448.76	0.000000	\$0.00	\$3,448.76
UNS	\$969,217,628	\$285,289,883	\$683,927,745	1.000000000	\$6,839,277.45	0.000000	\$0.00	\$6,839,277.45
TOTAL	8,790,407,266	1,277,836,387	7,512,570,879	1.000000000	\$75,125,708.79	0.000000	\$0.00	\$75,125,708.79
+ Aircraft	\$0	\$0	\$0	0.000000000	\$0.00	0.000000	\$0.00	\$0.00
SA Total	\$8,790,407,266	\$1,277,836,387	\$7,512,570,879		\$75,125,708.79	0.000000	\$0.00	\$75,125,708.79
SB 2557 County Admin Fees								Not Available

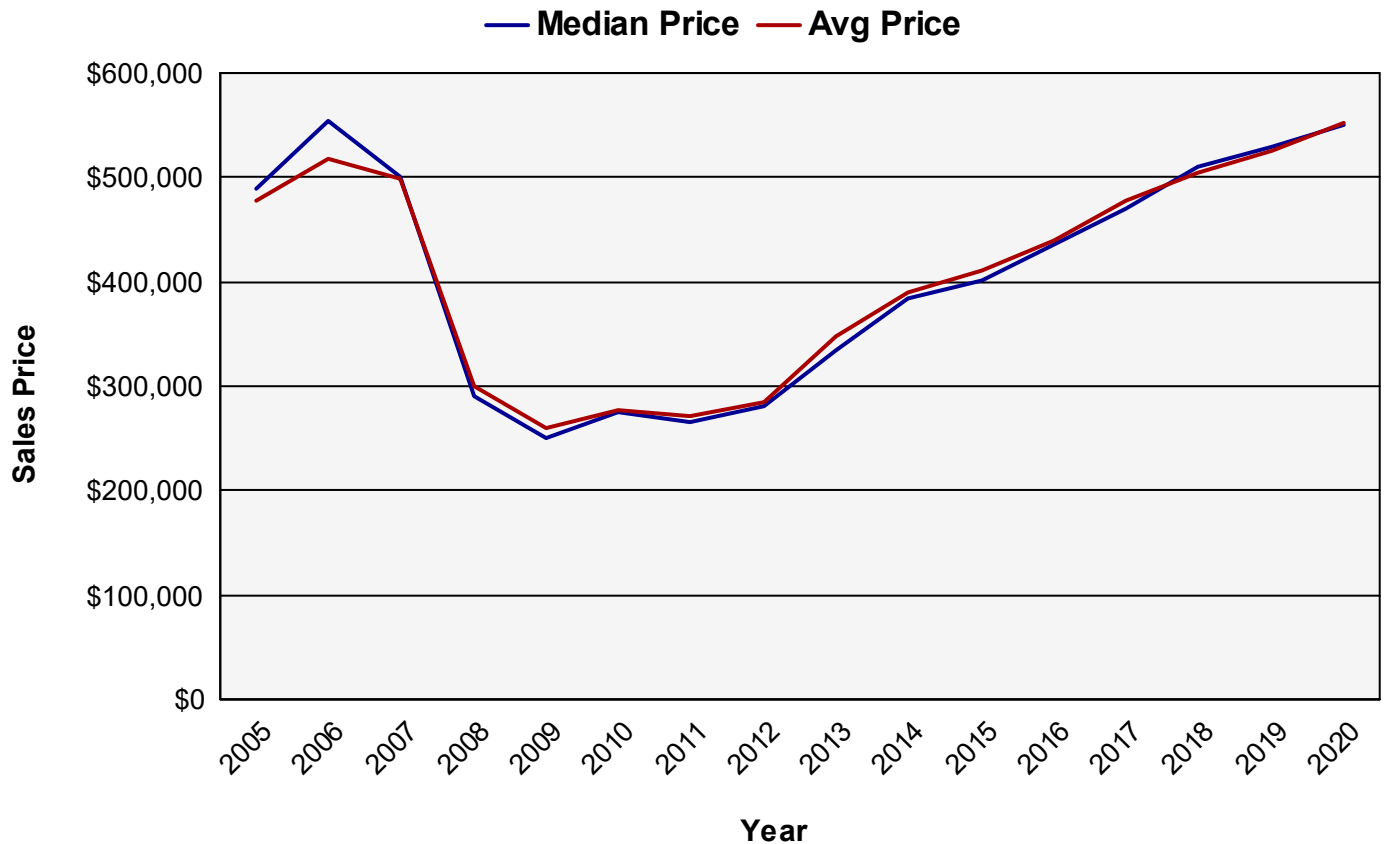
The Redevelopment Area(s) included on this report include outer TRAs with a Net Value of \$67,288 and a base year value of \$0

# THE CITY OF SANTA ANA

## SALES VALUE HISTORY

Single Family Residential Full Value Sales (01/01/2005 - 9/30/2020)

Year	Full Value Sales	Average Price	Median Price	Median % Change
2005	3,319	\$477,604	\$490,000	
2006	2,461	\$516,971	\$555,000	13.27%
2007	1,112	\$498,761	\$500,000	-9.91%
2008	2,095	\$300,048	\$290,000	-42.00%
2009	2,652	\$260,488	\$250,000	-13.79%
2010	2,142	\$277,101	\$275,000	10.00%
2011	1,884	\$271,695	\$265,000	-3.64%
2012	1,895	\$285,146	\$280,000	5.66%
2013	1,658	\$347,678	\$335,000	19.64%
2014	1,390	\$390,064	\$384,250	14.70%
2015	1,508	\$411,330	\$400,500	4.23%
2016	1,549	\$440,459	\$435,000	8.61%
2017	1,534	\$478,355	\$470,000	8.05%
2018	1,477	\$504,636	\$510,000	8.51%
2019	1,367	\$524,862	\$530,000	3.92%
2020	807	\$552,430	\$550,000	3.77%



\*Sales not included in the analysis are quitclaim deeds, trust transfers, timeshares, and partial sales.

Data Source: Orange County Recorder

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

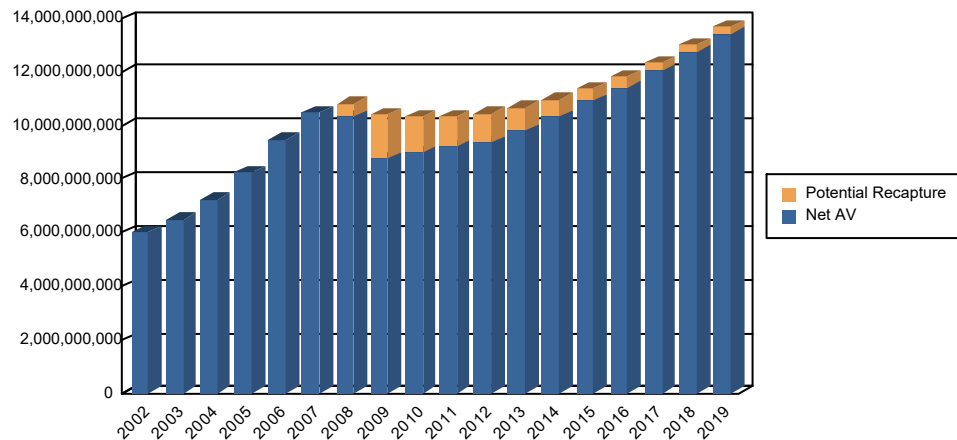
Prepared On 10/20/2020 By PC

## PROP 8 POTENTIAL RECAPTURE HISTORY

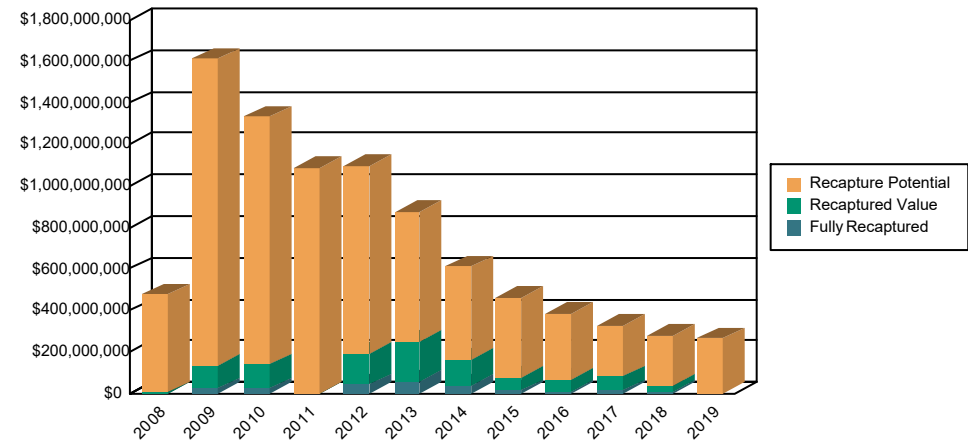
### Single Family Residential Parcels

Roll Year	Prop 8 Parcel Count	Real Value of Prop 8 Parcels	Inflation Adjusted Peak Taxable Values	Potential Recapture	% of All Parcels	Prop 8 Parcels that have fully Recaptured	Increase in Real AV Due to full Recaptures	Prop 8 Parcels that have Recaptured Value	Increase in Real AV Due to Recaptures
2008	6,864	2,929,864,597	3,405,235,796	475,371,199	15.8%	135	1,608,960	243	2,539,151
2009	11,259	2,993,309,401	4,604,423,049	1,611,113,648	25.8%	1,038	23,288,008	4,212	135,004,861
2010	9,890	2,646,431,744	3,979,452,985	1,333,021,241	22.7%	860	24,277,429	4,386	137,213,926
2011	9,150	2,616,468,486	3,705,277,562	1,088,809,076	21.0%	13	314,566	154	1,682,350
2012	11,612	3,195,214,404	4,289,429,224	1,094,214,820	26.6%	3,765	43,555,820	10,849	194,265,522
2013	7,213	2,165,179,420	3,041,954,664	876,775,244	16.5%	2,215	54,125,797	6,590	249,198,901
2014	4,780	1,625,476,372	2,236,455,257	610,978,885	11.0%	1,121	37,331,879	3,776	162,258,478
2015	3,421	1,331,481,904	1,792,636,978	461,155,074	7.8%	405	13,107,681	2,428	73,534,626
2016	2,839	1,164,916,011	1,549,469,010	384,552,999	6.5%	290	10,132,817	1,706	67,657,910
2017	2,318	1,006,638,880	1,331,695,861	325,056,981	5.3%	318	14,166,889	1,720	80,853,839
2018	1,973	919,908,683	1,195,754,873	275,846,190	4.5%	192	7,331,235	910	39,211,831
2019	1,679	794,652,730	1,058,910,974	264,258,244	3.8%				

### Totals for Single Family Residential Parcels



### Prop 8 History



The report identifies parcels that were granted a value reduction and possess value recapture potential per Proposition 8. The reductions were based on market conditions at the time of assessor review. This calculation is derived from historical transfers of ownership, Assessor applied Proposition 8 reductions and trends in the marketplace relative to median and average home sales and is an estimate of the impact of current adjustments to the assessment roll as of the 2020-21 lien date.

The Inflation Adjusted Peak Value is defined as a parcel's highest value after its most recent sale. If a parcel is assessed for a lower value after its most recent sale, then the sales price becomes the peak value. Peak values are inflated annually according to Proposition 13. Prop 8 Parcels that have recaptured value include both parcels that have been fully recaptured as well as parcels that have only recaptured a portion of the Inflation Adjusted Peak Values. Proposition 8 potential value recapture is shown in the Potential Recapture Column and assumes no future sales transactions. Sale of Proposition 8 parcels resets base value and removes the parcel from the Proposition 8 list.





# THE CITY OF SANTA ANA

## 2019/20 TOP TEN PROPERTY TAXPAYERS

Top Property Owners Based On Net Values

Owner	Secured			Unsecured			Combined		Primary Use & Primary Agency
	Parcels	Value	% of Net AV	Parcels	Value	% of Net AV	Value	% of Net AV	
1) MAINPLACE SHOPPINGTOWN LLC (Pending Appeals On Parcels)	13	\$343,815,179	1.30%				\$343,815,179	1.23%	Commercial Successor Agency
2) FIRST AMERICAN TITLE INSURANCE COMPANY	15	\$142,047,912	0.54%	6	\$9,014,175	0.59%	\$151,062,087	0.54%	Commercial Successor Agency
3) RP ESSEX SKYLINE HOLDINGSLLC	1	\$144,387,459	0.55%				\$144,387,459	0.52%	Residential Successor Agency
4) BRE OC GRIFFIN LLC	1	\$143,346,414	0.54%	1	\$8,435	0.00%	\$143,354,849	0.51%	Commercial Successor Agency
5) APG OCIC LLC	10	\$111,354,558	0.42%				\$111,354,558	0.40%	Industrial Successor Agency
6) ADAGIO 366 LLC (Pending Appeals On Parcels)	2	\$99,878,400	0.38%	1	\$922,483	0.06%	\$100,800,883	0.36%	Residential Santa Ana General Fund
7) TUSTIN AVENUE APARTMENTS LLC	2	\$97,803,600	0.37%	1	\$217,585	0.01%	\$98,021,185	0.35%	Residential Santa Ana General Fund
8) PACIFIC COAST HOLDINGS INVESTMENT LLC (Pending Appeals On Parcels)	9	\$94,361,926	0.36%				\$94,361,926	0.34%	Commercial Santa Ana General Fund
9) BSG WEST BRISTOL LLC	9	\$92,072,336	0.35%				\$92,072,336	0.33%	Commercial Santa Ana General Fund
10) BANC OF CALIFORNIA N A	1	\$84,387,441	0.32%	1	\$1,979,092	0.13%	\$86,366,533	0.31%	Commercial Successor Agency
<b>Top Ten Total</b>	63	\$1,353,455,225	5.13%	10	\$12,141,770	0.80%	\$1,365,596,995	4.89%	
<b>City Total</b>		\$26,382,586,695			\$1,517,167,017		\$27,899,753,712*		

\*Value includes Outer TRAs



# THE CITY OF SANTA ANA

## APPEALS HISTORY

Appeals History Listing - 2015 Through 10/13/2020 - In Appeal Number Order

2015 Parcel Appeals							
	Appeal Count		Roll Total	Board Value	Change		
2015 Totals	83	Appeals Allowed	\$441,057,628	\$381,198,924	\$-59,858,704	Value Decline:	13.6%
	93	Appeals Denied	\$385,721,806				
	21	Appeals Pending	\$54,946,199				
	263	Appeals Withdrawn	\$1,440,028,639				
	<b>460</b>	<b>Appeals</b>	<b>\$2,321,754,272</b>	<b>\$381,198,924</b>	<b>\$-59,858,704</b>		
2016 Parcel Appeals							
	Appeal Count		Roll Total	Board Value	Change		
2016 Totals	59	Appeals Allowed	\$350,163,102	\$302,440,441	\$-47,722,661	Value Decline:	13.6%
	70	Appeals Denied	\$252,515,957				
	14	Appeals Pending	\$43,788,067				
	196	Appeals Withdrawn	\$942,255,319				
	<b>339</b>	<b>Appeals</b>	<b>\$1,588,722,445</b>	<b>\$302,440,441</b>	<b>\$-47,722,661</b>		
2017 Parcel Appeals							
	Appeal Count		Roll Total	Board Value	Change		
2017 Totals	60	Appeals Allowed	\$225,124,629	\$186,446,429	\$-38,678,200	Value Decline:	17.2%
	22	Appeals Denied	\$24,510,441				
	102	Appeals Pending	\$222,696,340				
	141	Appeals Withdrawn	\$593,556,496				
	<b>325</b>	<b>Appeals</b>	<b>\$1,065,887,906</b>	<b>\$186,446,429</b>	<b>\$-38,678,200</b>		
2018 Parcel Appeals							
	Appeal Count		Roll Total	Board Value	Change		
2018 Totals	47	Appeals Allowed	\$115,206,205	\$91,356,356	\$-23,849,849	Value Decline:	20.7%
	26	Appeals Denied	\$34,732,233				
	158	Appeals Pending	\$549,994,159				
	88	Appeals Withdrawn	\$388,027,704				
	<b>319</b>	<b>Appeals</b>	<b>\$1,087,960,301</b>	<b>\$91,356,356</b>	<b>\$-23,849,849</b>		

# THE CITY OF SANTA ANA

## APPEALS HISTORY

Appeals History Listing - 2015 Through 10/13/2020 - In Appeal Number Order

2019 Parcel Appeals		Appeal Count	Roll Total	Board Value	Change		
2019 Totals	22	Appeals Allowed	\$145,587,774	\$121,477,770	\$-24,110,004	Value Decline:	16.6%
	5	Appeals Denied	\$1,235,843				
	198	Appeals Pending	\$801,193,286				
	48	Appeals Withdrawn	\$214,892,662				
	<b>273</b>	<b>Appeals</b>	<b>\$1,162,909,565</b>	<b>\$121,477,770</b>	<b>\$-24,110,004</b>		
SANTA ANA, ENTIRE CITY Listed Totals	271	Appeals Allowed	\$1,277,139,338	\$1,082,919,920	\$-194,219,418	Value Decline:	15.2%
	216	Appeals Denied	\$698,716,280				
	493	Appeals Pending	\$1,672,618,051				
	736	Appeals Withdrawn	\$3,578,760,820				
	<b>1,716</b>	<b>Appeals</b>	<b>\$7,227,234,489</b>	<b>\$1,082,919,920</b>	<b>\$-194,219,418</b>		

# THE CITY OF SANTA ANA

## NEW CONSTRUCTION HISTORY

ESTIMATED ANNUAL CONSTRUCTION FROM 2012/13 TO 2019/20

Tax Year	Estimated Parcel Count	Residential New Construction	Non-Residential New Construction	Total New Construction
2012	209	\$3,695,174	\$16,886,921	\$20,582,095*
2013	376	\$23,552,477	\$15,725,241	\$39,277,718
2014	618	\$23,905,802	\$14,042,189	\$37,947,991
2015	496	\$42,319,424	\$16,383,143	\$58,702,566
2016	478	\$10,932,498	\$24,780,950	\$35,713,449
2017	461	\$31,046,424	\$32,124,945	\$63,171,369
2018	581	\$51,004,238	\$31,282,228	\$82,286,466
2019	463	\$39,900,982	\$72,529,740	\$112,430,722*
Average of all Years:				\$56,264,047
Trimmed Average (Excludes Outlying Years*)				<b>\$52,849,927</b>
Estimate @ 75%:				\$39,637,445
Estimate @ 50%:				\$26,424,963
Estimate @ 25%:				\$13,212,482

- Values are from unappealed secured parcels with no prior lien year transfers, and improvement value increases greater than Assessor CPI

- Trimmed average is the average of years where Total New Construction falls within one standard deviation of the average.

Data Source: Orange County Assessor 2019/20 Secured Tax Rolls

Prepared On 1/28/2020 By MV

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

# THE CITY OF SANTA ANA

## GENERAL FUND REVENUE ESTIMATE

2020-21 Revenue Estimate based on 2019-20 Values and Estimated Changes

	General Fund	VLFAA
<b>General Fund and BY Values 2019-20</b>	<b>\$20,387,182,833</b>	
<b>Citywide Net Taxable Value 2019-20</b>		<b>\$27,899,686,424</b>
<b>Real Property Value (Incl. Prop 8 parcels)</b>	<b>\$18,707,761,463</b>	<b>\$26,858,194,263</b>
CPI of Non Prop 8 Parcels (2.000%)	\$359,240,939	\$518,696,383
Transfer of Ownership Assessed Value Change	\$368,665,592	\$752,224,837
Est. SFR Prop 8 Adj Based on Recent SFR Price	\$43,636,563	\$41,311,850
<b>2020-21 Estimated Real Property Value</b>	<b>\$19,479,304,558</b>	<b>\$28,170,427,334</b>
Base Year Values	\$1,277,836,387	Included in AV
Secured Personal Property Value (0.0% growth)	\$67,231,908	\$106,946,142
Unsecured Personal Property Value (0.0% growth)	\$329,913,986	\$946,339,130
Nonunitary Utility Value	\$2,176,063	\$3,357,139
Enter Completed New Construction		
<b>2020-21 Estimated Net Taxable Value</b>	<b>\$21,156,462,902</b>	<b>\$29,227,069,745</b>
<b>Estimated Total Percent Change 2020-21</b>	<b>3.77%</b>	<b>4.76%</b>
<b>Revenue Calculations</b>		
Net Taxable Value Tax @ 1%	\$211,564,629	
<b>City Share of 1% Tax @ 18.46942959%</b>	<b>\$39,074,780</b>	
Aircraft Value Tax @ 1%	\$0	
<b>City Share of Aircraft Tax @ 33.3%</b>	<b>\$0</b>	
<b>Net GF Estimate for 2020-21</b>	<b>\$39,074,780</b>	
<b>Taxable Value Revenue Categories</b>		
Secured Revenue	\$37,773,590	
Unsecured Revenue	\$1,301,190	
Aircraft Revenue	\$0	
<b>Rev from Taxable Value*</b>	<b>\$39,074,780</b>	
Unitary Revenue (Budgeted Flat)	\$753,150	
Admin Fee (Not Deducted Above)	-\$253,388	
Enter Suppl. Apportionment Recd. - Avg. 3 Yrs		
Enter Delinquent Apportionment Recd. - Avg. 3 Yrs		
Base Value of VLFAA		\$34,663,784
Estimated Change to VLFAA		\$1,649,996
<b>VLFAA Estimate for 2020-21</b>		<b>\$36,313,780</b>

# THE CITY OF SANTA ANA

## GENERAL FUND REVENUE ESTIMATE

2020-21 Through 2024-25 Revenue Estimate Based on 2019-20 Values and Estimated Changes

General Fund	2020-21	2021-22	2022-23	2023-24	2024-25
<b>General Fund and BY Values</b>	<b>\$20,387,182,833</b>	<b>\$21,156,462,902</b>	<b>\$21,876,325,693</b>	<b>\$22,580,633,166</b>	<b>\$23,368,513,756</b>
<b>Real Property Value (Incl. Prop 8 parcels)</b>	<b>\$18,707,761,463</b>	<b>\$19,479,304,558</b>	<b>\$20,199,167,349</b>	<b>\$20,903,474,822</b>	<b>\$21,691,355,412</b>
CPI of Non Prop 8 Parcels (Max 2.0%)	\$359,240,939	\$362,150,061	\$378,437,924	\$381,771,771	\$398,486,491
Transfer of Ownership Assessed Value Change	\$368,665,592	\$347,575,653	\$314,071,373	\$378,592,252	\$450,384,897
Est. SFR Prop 8 Adj Based on Recent Price	\$43,636,563	\$10,137,077	\$11,798,176	\$27,516,567	\$44,796,877
<b>Estimated Real Property Value</b>	<b>\$19,479,304,558</b>	<b>\$20,199,167,349</b>	<b>\$20,903,474,822</b>	<b>\$21,691,355,412</b>	<b>\$22,585,023,677</b>
Base Year Values	\$1,277,836,387	\$1,277,836,387	\$1,277,836,387	\$1,277,836,387	\$1,277,836,387
Secured Personal Property Value (0.0% growth)	\$67,231,908	\$67,231,908	\$67,231,908	\$67,231,908	\$67,231,908
Unsecured Personal Property Value (0.0% growth)	\$329,913,986	\$329,913,986	\$329,913,986	\$329,913,986	\$329,913,986
Nonunitary Utility Value (0.0% growth)	\$2,176,063	\$2,176,063	\$2,176,063	\$2,176,063	\$2,176,063
Enter Completed New Construction					
<b>Estimated Net Taxable Value</b>	<b>\$21,156,462,902</b>	<b>\$21,876,325,693</b>	<b>\$22,580,633,166</b>	<b>\$23,368,513,756</b>	<b>\$24,262,182,021</b>
<b>Estimated Total Percent Change</b>	<b>3.77%</b>	<b>3.40%</b>	<b>3.22%</b>	<b>3.49%</b>	<b>3.82%</b>
<b>Revenue Calculations</b>					
Net Taxable Value Tax @ 1%	\$211,564,629	\$218,763,257	\$225,806,332	\$233,685,138	\$242,621,820
<b>City Share of 1% Tax @ 18.46942959%</b>	<b>\$39,074,780</b>	<b>\$40,404,326</b>	<b>\$41,705,141</b>	<b>\$43,160,312</b>	<b>\$44,810,866</b>
Aircraft Value Tax @ 1%	\$	\$	\$	\$	\$
<b>City Share of Aircraft Tax @ 33.3%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net GF Estimate</b>	<b>\$39,074,780</b>	<b>\$40,404,326</b>	<b>\$41,705,141</b>	<b>\$43,160,312</b>	<b>\$44,810,866</b>
<b>Taxable Value Revenue Categories</b>					
Secured Revenue	\$37,773,590	\$39,058,861	\$40,316,360	\$41,723,073	\$43,318,664
Unsecured Revenue	\$1,301,190	\$1,345,464	\$1,388,781	\$1,437,238	\$1,492,202
Aircraft Revenue	\$	\$	\$	\$	\$
<b>Rev from Taxable Val*</b>	<b>\$39,074,780</b>	<b>\$40,404,326</b>	<b>\$41,705,141</b>	<b>\$43,160,312</b>	<b>\$44,810,866</b>
Unitary Revenue (Budgeted Flat)	\$753,150	\$753,150	\$753,150	\$753,150	\$753,150
Admin Fee (Not Deducted Above)	-\$253,388	-\$261,847	-\$270,123	-\$279,381	-\$289,882
Enter Suppl. Apportionment - Avg 3 Yrs					
Enter Delinquent Apportionment - Avg 3 Yrs					

VLFAA	2020-21	2021-22	2022-23	2023-24	2024-25
<b>Citywide Net Taxable Value</b>	<b>\$27,899,686,424</b>	<b>\$29,227,069,745</b>	<b>\$30,273,353,908</b>	<b>\$31,296,169,499</b>	<b>\$32,438,787,361</b>
Real Property Value (Incl. Prop 8 parcels)	\$26,858,194,263	\$28,170,427,334	\$29,216,711,497	\$30,239,527,088	\$31,382,144,950
CPI of Non Prop 8 Parcels (Max 2.0%)	\$518,696,383	\$532,465,802	\$555,556,644	\$564,720,885	\$588,698,074
Transfer of Ownership Assessed Value Change	\$752,224,837	\$502,398,680	\$453,983,004	\$546,968,589	\$650,510,218
Est. SFR Prop 8 Adj Based on Recent SFR Price	\$41,311,850	\$11,419,682	\$13,275,942	\$30,928,389	\$50,186,353
<b>Estimated Real Property Value</b>	<b>\$28,170,427,334</b>	<b>\$29,216,711,497</b>	<b>\$30,239,527,088</b>	<b>\$31,382,144,950</b>	<b>\$32,671,539,594</b>
Secured Personal Property Value (0.0% growth)	\$106,946,142	\$106,946,142	\$106,946,142	\$106,946,142	\$106,946,142
Unsecured Personal Property Value (0.0% growth)	\$946,339,130	\$946,339,130	\$946,339,130	\$946,339,130	\$946,339,130
Nonunitary Utility Value	\$3,357,139	\$3,357,139	\$3,357,139	\$3,357,139	\$3,357,139
Enter Completed New Construction					
<b>Estimated Net Taxable Value</b>	<b>\$29,227,069,745</b>	<b>\$30,273,353,908</b>	<b>\$31,296,169,499</b>	<b>\$32,438,787,361</b>	<b>\$33,728,182,005</b>
<b>Estimated Total Percent Change</b>	<b>4.76%</b>	<b>3.58%</b>	<b>3.38%</b>	<b>3.65%</b>	<b>3.97%</b>
Base Value of VLFAA	\$34,663,784	\$36,313,780	\$37,613,813	\$38,885,160	\$40,304,469
Estimated Change to VLFAA	\$1,649,996	\$1,300,033	\$1,271,347	\$1,419,308	\$1,600,087
<b>VLFAA Estimate</b>	<b>\$36,313,780</b>	<b>\$37,613,813</b>	<b>\$38,885,160</b>	<b>\$40,304,469</b>	<b>\$41,904,556</b>

**NOTES:**

\* The revenue projection assumes 100% payment of taxes. Delinquency is not considered in the projection; however, rates of between 1% and 2.5% are typical.

- Transfer of Ownership Assessed Value Change: For years 2021-22 and later a growth rate is applied that is representative of the historical and predicted average rate of real property growth due to properties that have transferred ownership. Real property is grown by the following percentages: 2021-22 @ 1.8%; 2022-23 @ 1.6%; 2023-24 @ 1.8%; 2024-25 @ 2.1%;
- Estimated Assessor Prop 8 Adjustments: Prop 8 reductions in value are TEMPORARY reductions applied by the assessor that recognize the fact that the current market value of a property has fallen below its trended (Prop 13) assessed value. For 2020-21 and later, properties with prior Prop 8 reductions are not included in the CPI increase, they are projected flat until either the Assessor begins to recapture value as the economy improves and median sale prices begin to increase, they are further reduced, or they sell and are reset per Prop 13.
- Where they exist, Prop 8 restoration adjustments are based on projected median SFR home price growth. For this projection the following median year to year percentage changes are used for Santa Ana: 2021-22 @ 0.8%; 2022-23 @ 1.0%; 2023-24 @ 2.5%; 2024-25 @ 4.0%;
- Base Year Values Entry: With the dissolution of redevelopment, base year values are unlikely to change and are budgeted flat.
- Secured personal property and unsecured values are projected at 100% of 2019-20 levels. 2019-20 values include unsecured escaped assessments that have a general fund total value of \$38,387,379 and a jurisdiction wide value of \$67,353,189. The value of escaped assessments is generally inconsistent and varies from year to year. Escaped values have been estimated using a 10 year trimmed mean at \$36,124,353 for the general fund and \$82,503,439 for the entire jurisdiction.
- Completed new construction entry: This data entry point allows for the inclusion of new construction projects completed annually. Due to processing delays we suggest that a time frame of November - October be selected. (i.e. Nov. 2018 - Oct. 2019 for the 2021-22 FY). If completed new construction has resulted in a sale of the property it is likely that the new value will appear in the value increase due to transfers of ownership entry and therefore should not be also included in the completed new construction value.
- Pooled Revenue Sources include supplemental allocations, redemptions for delinquent payments in Non-Teeter cities, tax payer refunds due to successful appeals, roll corrections and other adjustments applied after the release of the roll. The forecasting of these revenues should be developed based on historical averages over a minimum of 3 years.
- General Fund Revenue Estimate does not include any ad valorem voter approved debt service revenue.

# EXHIBIT C

## SCHEDULE OF PERFORMANCE

### TIMELINE FOR DELIVERABLES

July/August	Data available for purchase from counties
September 30	Dataset and software available for installation on city computers
September-October	Unsecured audits performed and forwarded to county assessor
October-February	Delivery of preliminary property tax reports
December	Appeals quarterly updates emailed in counties where the data is available
March	Appeals quarterly updates emailed in counties where the data is available
March/April	General Fund Budget Projections
April/May	Final Books – Addendums emailed to clients
June	Appeals quarterly updates emailed in counties where the data is available
Ongoing	Secured Audits – City Revenue audits of City and District receipts for correctness Property sales reports City mid-year budget reviews and budget projections Analytical work at the request of clients Monthly updates of database with property sale information