



AGENDA REPORT

Meeting Date: November 20, 2007
Item Number: F-10
To: Honorable Mayor & City Council
From: Scott Miller, Director of Administrative Services and CFO and
Noel Marquis, Assistant Director of Administrative Services
Subject: **APPROVALS AND RESOLUTIONS OF THE COUNCIL OF THE CITY
OF BEVERLY HILLS RELATED TO VARIOUS CITY PURCHASING
AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN.**

Attachments: 1. Agreements (2)

**ITEM A. APPROVAL OF AMENDMENT NO. 4 TO AN AGREEMENT BETWEEN
THE CITY OF BEVERLY HILLS AND THE DAVIS COMPANY FOR THE
DESIGN AND IMPLEMENTATION OF EMPLOYEE PERFORMANCE
STANDARDS AND MEASURES.**

RECOMMENDATION

Staff recommends that the City Council approve amendment no. 4 to the agreement with The Davis Company for the design and implementation of employee performance standards and measures.

INTRODUCTION

Administrative Services Human Resources has been working with The Davis Company to develop and implement better methodology that will provide a more standardized employee evaluation process that will measure criteria directly related to job responsibilities and performance. The new system has been developed for department heads and senior staff and amendment 3 provided for staff and The Davis Company to complete the development of the process for the remainder of the employee groups.

DISCUSSION

Amendment number 4 to the agreement clarifies the total amount that could be expended under the terms of the original agreement and amendments nos. 1 through 3 and also provides for continuation of the services by clarifying the intent to provide up to \$230,000 per year for the completion of this project.

FISCAL IMPACT

Funds were budgeted and are available within the Policy, Administration and Legal Internal Service Fund for this purpose.

ITEM B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND DAVID TAUSSIG & ASSOCIATES, INC. D.B.A. DOLINKA GROUP, INC. FOR FINANCIAL CONSULTING SERVICES IN THE ADMINISTRATION OF COMMUNITY FACILITIES DISTRICT NO. 2002-A (BUSINESS TRIANGLE).

RECOMMENDATION

Staff recommends the City Council approve the agreement with David Taussig & Associates, Inc. dba Dolinka Group, Inc. for the administration of the community facilities district no. 2002-A (Business Triangle).

INTRODUCTION

David Taussig & Associates dba Dolinka Group, Inc. was the consultant the City selected for the development of the Community Facilities District No. 2002-A (Business Triangle) which provided the funding for the upgrades recently completed within the Business Triangle..

DISCUSSION

Dolinka Group provides financial consulting services to assist the City in the administration of Community Facilities District No. 2002-A. The focus of these services determines the special tax rates and facilitates the collection of the special taxes by the County of Los Angeles. These services include Land Use Research, Classification of Property, Financial Analysis to determine the special tax requirements, Report Preparation, Submittal of Special Taxes to the County, Delinquent Property Owner Research, Roll Changes and adjusted Property Tax Bills, Response to Property Owner Questions, Preparation of annual disclosure requirements of AB 1464 and the 1992 Mello-Roos Amendment Bill including submitting required data to the California Debt and Investment Advisory Commission and Prepayment Calculations of pay-off amounts.

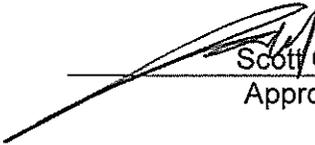
FISCAL IMPACT

Funds for the administration of the Community Facilities District No. 2002-A are provided through the special tax rate collected on the Los Angeles County Tax Bill. The cost for the services shall not exceed \$16,500 per fiscal year through 2009-2010. This amount shall increase by 5% every three years commencing in 2010-2011 and continuing through the life of the agreement.

Meeting Date: November 20, 2007



Noel Marquis
Finance Approval



Scott G. Miller
Approved By

AMENDMENT NO. 4 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND THE DAVIS COMPANY FOR
THE DESIGN AND IMPLEMENTATION OF EMPLOYEE
PERFORMANCE STANDARDS AND MEASURES

NAME OF CONSULTANT: The Davis Company

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Michael Davis, President

CONSULTANT'S ADDRESS: 555 University Avenue, Suite 116
Sacramento, California 95825

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive, 210
Beverly Hills, CA 90210
Attention: Director of Human Services

COMMENCEMENT DATE: August 2, 2005

TERMINATION DATE: Upon satisfactory completion of the services
required by this Agreement

CONSIDERATION: Not to exceed \$230,000 for professional fees
and reimbursable expenses (original
Agreement and Amendment Nos. 1
through 3); Not to exceed \$230,000 per year
for professional fees and reimbursable
expenses (Amendment No. 4), and more
particularly described in Exhibit B-1

AMENDMENT NO. 4 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND THE DAVIS COMPANY FOR
THE DESIGN AND IMPLEMENTATION OF EMPLOYEE
PERFORMANCE STANDARDS AND MEASURES

This Amendment No. 4 is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("City"), and The Davis Company ("Vendor"), dated August 2, 2005 and identified as Contract No. 237-05, as amended by Amendment No. 1, dated March 7, 2006 and identified as Contract No. 70-06; Amendment No. 2, dated September 19, 2006 and identified as Contract No. 350-06; and Amendment No. 3, dated October 2, 2007 and identified as Contract No. 402-07 ("Agreement") for the design and implementation of employee performance standards and measures.

RECITALS

A. City entered into a written agreement with Consultant for the design and implementation of employee performance standards and measures on August 2, 2005, which has been previously amended.

B. City desires to further amend the Agreement to increase the Compensation to compensate for additional services, and modify the scope of services and rate schedule.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration shall be amended as set forth above.

Section 2. Exhibit A-3, "Additional Services - Scope of Work" shall be added to Exhibit A, Scope of Services of the Agreement, as attached hereto and incorporated herein.

Section 3. Exhibit B-1, "Schedule of Hourly Rates" shall be amended to establish rates effective July 1, 2007, as attached hereto and incorporated herein.

Section 4. Except as amended by Sections 3 of Amendment No. 1, Sections 3 and 4 of Amendment No. 2, and specifically amended by this Amendment No. 4, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 200____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

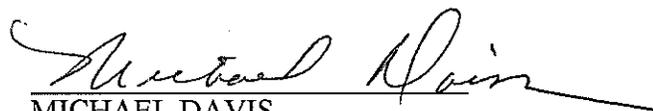
JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONSULTANT: THE DAVIS COMPANY



MICHAEL DAVIS
President

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

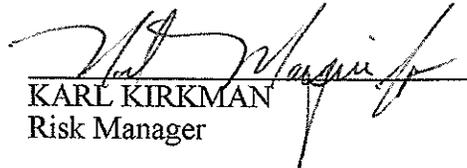
APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

[signatures continue]



SANDRA OLIVENCIA
Assistant Director of Administrative
Services/Human Resources



KARL KIRKMAN
Risk Manager

EXHIBIT A-3

Additional Services - Scope of Work

Consultant shall complete, to the satisfaction of City, specific projects and work items in support of City's performance management improvement goals and programs, as directed and assigned by the City Manager, to include, but not be limited to: revising and upgrading pay for performance policies and practices; development of performance measures and objectives; human resource ("HR") best practice surveys and analysis; updating HR classifications documents, policies and practices; succession planning analysis; and related training support. Upon the City Manager's request, Consultant shall provide a written proposal which shall include the scope of work and cost. Such proposals shall be subject to the approval of the City Manager.

EXHIBIT B-1

SCHEDULE OF HOURLY RATES

Effective July 1, 2007

<u>Professional Fees</u>	<u>Hourly</u>	<u>Daily</u>
1. Partner	\$242.00	\$1,936.00
2. Principal	\$210.00	\$1,680.00
3. Senior Consultant	\$175.00	\$1,400.00
3. Associate	\$153.00	\$1,228.00
4. Research Assistant	\$ 90.00	-----
5. Production Specialists	\$ 65.00	-----

Reimbursable Expenses

City shall compensate Consultant for fees reasonably incurred in the performance of this Agreement as follows:

1. Outside printing, travel, postage and long-distance telephone charges	Direct Cost
2. Copies/Printing	\$0.15 per page
3. Report covers & bindings	\$2.50 per volume
4. Faxes sent and received	\$0.15 per page
5. Use of Personal Auto	\$0.55 per mile

These rates are effective through June 30, 2008. Consultant may modify the rates by giving City thirty (30) days prior written notice of modification to the rates.

Not to exceed Compensation for fees and reimbursable expenses

Compensation for services provided pursuant to Exhibit A, A-1, and A-2 not to exceed \$230,000.

Compensation for services provided pursuant to Exhibit A-3 not to exceed \$230,000 per year.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
DAVID TAUSSIG & ASSOCIATES, INC. D.B.A. DOLINKA
GROUP, INC. FOR FINANCIAL CONSULTING SERVICES IN
THE ADMINISTRATION OF COMMUNITY FACILITIES
DISTRICT NO. 2002-A (BUSINESS TRIANGLE)

NAME OF CONSULTANT: David Taussig & Associates, Inc. d.b.a.
Dolinka Group, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Benjamin E. Dolinka, President

CONSULTANT'S ADDRESS: 1301 Dove Street, Suite 600
Newport Beach, CA 92660

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Noel Marquis, Deputy Director
Finance Administration

COMMENCEMENT DATE: July 1, 2007

TERMINATION DATE: Upon satisfactory completion of all services
as determined by CITY

CONSIDERATION: Professional fees and expenses not to exceed
the amount set forth in City Manager
approved annual blanket purchase orders, as
more specifically described in Section 3 and
Exhibit B-1 of the Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
DAVID TAUSSIG & ASSOCIATES, INC. D.B.A. DOLINKA
GROUP, INC. FOR FINANCIAL CONSULTING SERVICES IN
THE ADMINISTRATION OF COMMUNITY FACILITIES
DISTRICT NO. 2002-A (BUSINESS TRIANGLE)

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and David Taussig & Associates, Inc d.b.a. Dolinka Group, Inc. (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to engage a consultant to provide financial consulting services in the administration of Community Facilities District No. 2002-A (Business Triangle) ("Project").

B. CONSULTANT represents that it has the necessary professional skills and experience to satisfactorily complete Project in a timely manner.

C. CONSULTANT has informed CITY that effective January 1, 2008, CONSULTANT shall be known as Dolinka Group, LLC.

NOW, THEREFORE, the parties agree as follows:

Section 1. Scope of Services.

(a) CONSULTANT shall perform the services described in Exhibit A, attached hereto and incorporated herein, in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions

(b) CONSULTANT shall retain all necessary sub-consultants subject to CITY's prior written approval to properly execute the work. The cost of such sub-consultants shall be at the CONSULTANT's expense.

(c) CONSULTANT shall review, coordinate, and approve the work of all sub-consultants retained by CONSULTANT. CONSULTANT shall be responsible for all work performed by said sub-consultants (i) as complete, (ii) as meeting CITY's and CONSULTANT's requirements, and (iii) as if it had been performed by CONSULTANT.

Section 2. Time of Performance. CONSULTANT shall perform the services described in Exhibit A on or by the Termination Date set forth above. The Performance Schedule shall be determined by CITY in consultation with CONSULTANT.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein. The City Manager is authorized to approve the annual purchase orders. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay

CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Changes in Scope of Work. CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment.

(a) This Agreement covers professional services of a specific and unique nature. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of the City Manager. If CITY agrees to an assignment of the Agreement, the assignee shall agree to all of the terms of the Agreement.

(b) CITY agrees to the assignment of the Agreement to Dolinka Group, LLC effective January 1, 2008. A letter approving the assignment of this Agreement, in a form attached hereto as Exhibit D, and incorporated herein by this reference shall be executed by the parties before the assignment shall take effect.

Section 7. CONSULTANT: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without the prior written consent of CITY.

Section 8. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents and other requested information as is available for the proper performance of CONSULTANT's services.

Section 9. CITY Representative. The City Manager or his designee shall represent CITY in the implementation of this Agreement.

Section 10. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement.

Section 11. Conflicts of Interest. CONSULTANT agrees not to accept any employment or representation during the term of this Agreement which is or may likely make CONSULTANT "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by CITY on any matter in connection with which CONSULTANT has been retained pursuant to this Agreement.

Section 12. Insurance.

(a) CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the CONSULTANT, his agents, representatives,

employees or Sub-Consultants. Insurance shall be of the type, in the amounts and subject to the provisions described below.

i. Commercial general liability coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with minimum limits of \$1,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

ii. Business automobile liability insurance at least as broad as Insurance Services office form CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with minimum limits of One Million Dollars (\$1,000,000) per accident.

iii. Workers Compensation insurance as required by the State of California and employers liability insurance with minimum limits of One Million Dollars (\$1,000,000) per accident.

iv. Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000).

(b) Evidence of Coverage:

i. Prior to commencement of work under this Agreement, or within 14 days of notification of approval of Agreement, whichever is shorter, CONSULTANT shall file certificates of insurance with original endorsements evidencing coverage in compliance with this Agreement on the CITY's standard proof of insurance form, attached hereto as Exhibit C or on another form approved by CITY.

ii. CONSULTANT shall make the insurance policy(ies) required by this Agreement, including all endorsements and riders, available to the CITY for inspection at CONSULTANT's office during regular business hours.

iii. During the term of this Agreement, CONSULTANT shall maintain current valid proof of insurance coverage, with CITY at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the CITY's standard proof of insurance form, Exhibit C, attached hereto and incorporated herein or on another form approved by CITY.

iv. Failure to submit any required evidences of insurance within the required time period shall be cause for termination or default.

v. The policy or policies required by this Agreement shall contain a clause that the insurance coverage will not be canceled without thirty (30) days prior written notice to the CITY.

vi. In the event CONSULTANT does not maintain current, valid evidence of insurance on file with CITY, CITY may, at its option, withhold payment of any moneys owed to CONSULTANT, or which it subsequently owes to CONSULTANT, until proper proof is filed.

(c) All insurance coverage shall be provided by insurers with a rating of A or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

(d) The insurance coverage shall not be canceled except after 30 days prior written notice provided to the CITY. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(e) CONSULTANT's insurance and any insurance provided in compliance with Agreement, shall be primary with respect to any insurance or self-insurance programs covering the CITY, its City Council and any officer, agent or employee of CITY.

(f) Where available, the insurer shall agree to waive all rights of subrogation against the CITY, its City Council and every officer, agent and employee of CITY.

(g) Any deductibles or self-insured retentions shall be declared to and are subject to approval by CITY. At the option of the CITY, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

(h) In the event that CONSULTANT does not provide continuous insurance coverage, the CITY shall have the right, but not the obligation, to obtain the required insurance coverage at CONSULTANT's expense, and the CITY may deduct all such costs from moneys the CITY owes to the CONSULTANT or from moneys which it subsequently owes to the CONSULTANT.

(i) CONSULTANT's Sub-Consultants shall be required to comply with the insurance requirements set forth in this Section.

(j) All insurance coverage required to be maintained pursuant to the Agreement by the CONSULTANT or his Sub-Consultants except Workers Compensation and Professional Liability coverage shall name the CITY, its City Council and every officer, agent and employee of CITY as additional insureds with respect to work under this Agreement.

Section 13. Indemnification. CONSULTANT is skilled in the services and duties agreed to be performed under this Agreement. CITY, not being skilled in such matters, relies upon the skill and knowledge of CONSULTANT to perform said services according to the professional standards of the community. Therefore, CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council, and each member thereof, and every officer, employee and agent of CITY, from any claims, liabilities, losses or actions, including without limitation attorney's fees and costs, brought by any person or persons arising from any intentional, wrongful, reckless or negligent acts, errors and omissions of CONSULTANT, its employees, agents and contractors in the performance of this Agreement.

Section 14. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation provided, in no event shall the amount of money paid

under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

Section 15. Information and Documents. All data, information, documents, software and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 17. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 18. Fair Employment Practice/Equal Opportunity Acts. In the performance of this Agreement, CONSULTANT shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. Section 200e-217), whichever is more restrictive.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 20. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 21. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____, 200 ____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

[Signatures continue]

ATTEST:

(seal)
BYRON POPE
City Clerk

CONSULTANT: DAVID TAUSSIG &
ASSOCIATES, INC. D.B.A. DOLINKA
GROUP, INC.

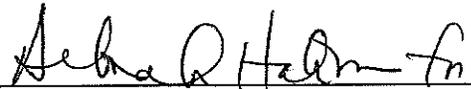


BENJAMIN DOLINKA
President



Name: MICHELLE DOLINKA
[Secretary or Treasurer]

APPROVED AS TO FORM:



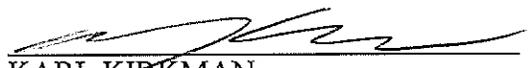
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

RODERICK J. WOOD
City Manager



SCOTT G. MILLER
Director of Administrative Services/Chief
Financial Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONSULTANT shall provide the following financial consulting services to assist CITY in the administration of Community Facilities District (“CFD”) No. 2002-A. The focus of these services shall be to determine the special tax rates and to facilitate the collection of the special taxes by the County of Los Angeles (“County”).

The specific activities and tasks to be performed under this Scope of Work include the following:

Task 1 Land Use Research

This task involves determining, gathering and organizing the land use data required to apportion and collect special taxes, and includes the following subtasks:

- 1.1 Subdivision Research:** Identify and obtain copies of all final tract or parcel maps for the CFD. Identify recordation date for each tract map. Determine lot square footage for each parcel. Review current Assessor Parcel Maps to determine which parcel numbers will be valid for each fiscal year.
- 1.2 Building Permit Research:** Determine building permit activity as required for the CFD. Identify building permit issuance date, building square footage and situs address for each new building.
- 1.3 Database Management:** Create automated parcel database to include all parcels. Data items will include Assessor Parcel Number and corresponding tract, lot and unit number, land square footage, building square footage, recordation date of the tract map, building permit issuance date and situs address.

Task 2 Classification of Property

This task involves application of the Rate and Method of Apportionment of the Special Tax to determine the appropriate special tax classification for each parcel located within the CE]], and includes the following subtasks:

- 2.1 Exempt Property:** Identify all property owned by public agencies or entities otherwise exempt from the special tax and classify as exempt property.
- 2.2 Taxable Property:** Identify all taxable properties and classify each as “Developed Property”, “Taxable Public Property”, or “Undeveloped Property.” Assign each “Developed Property” to the appropriate special tax class.

Task 3 Financial Analysis

This task involves calculating the special tax requirements and calculating the special taxes for property in the CFD, and includes the following subtasks:

- 3.1 Determine Special Tax Requirements:** Assist CITY with the preparation of an administrative expense budget. Confirm interest and principal payments. Determine any other charges or credits to tax levy.

- 3.2 Fiscal Year Special Tax Rates:** Based on tax classifications and special tax requirements, compute the special tax rates for the fiscal years determined by CITY for all classifications of taxable property.

Task 4 Report Preparation

This task includes the preparation of an Annual Special Tax Report containing the findings of the financial analysis and an explanation of the methodology employed to apportion the special taxes for the CE]). Included in the report is a list of special taxes by Assessor Parcel Number which can be used as the exhibit to the resolution authorizing the levy and collection of special taxes for each fiscal year.

Task 5 Submittal of Special Taxes to County

This task involves submitting the special tax levy on or before August 10 of each fiscal year, or such other date specified by the County, to the Auditor-Controller for inclusion on the fiscal year's consolidated property tax bills. The special tax levy will be submitted on magnetic tape or other media as specified by the County.

Task 6 Delinquent Property Owner Research

This task involves the review and research of County records to determine which parcels are delinquent in the payment of property and special taxes, and includes the following subtasks:

- 6.1 Semi-annual Delinquency Report:** Review special tax payment information from the County. Determine which parcels are delinquent and the corresponding amount of delinquent special taxes. Prepare report summarizing the amount of delinquent special taxes.
- 6.2 Collection of Delinquent Special Taxes:** Assist CITY with the development of procedures to cure delinquent special taxes. Assist with the preparation of demand letters as necessary.

Task 7 Roll Changes and Adjusted Property Tax Bills

This task involves monitoring any changes to the secured tax roll which necessitate new or adjusted property tax bills. This task includes the calculation of new or adjusted bills and the preparation of requests to the County to prepare such bills.

Task 8 Responses to Property Owner Questions

This task involves the provision of information to individuals and other interested parties regarding the amount and calculation of the special tax.

Task 9 CFD Disclosure

This task involves assisting CITY in meeting the annual disclosure requirements of SB 1464 and the 1992 Mello-Roos Amendment Bill, and includes the following subtasks:

- 9.1** Submit required data to the California Debt and Investment Advisory Commission each October in compliance with Section 53359.5 of the Government Code as stated in SB 1464.
- 9.2** Provide special tax disclosure documents to CITY for resale properties pursuant to Section 1102.6b of the Civil Code and Section 53340.2 of the Government Code as stated in SB 1464.

- 9.3 Assist Client in the preparation of material required by the Continuing Disclosure Agreement.

Task 10 Prepayment Calculations

This task involves the calculation of pay-off amounts and coordination with staff of the CITY, the fiscal agent, and County Auditor-Controller plus associated record-keeping in the event any special tax obligation is prepaid. This task includes the following subtasks:

- 10.1 Calculate Prepayment Amounts:** Upon request, CONSULTANT will calculate the amount needed to prepay the special tax pursuant to the prepayment formula. The prepayment information provided will identify the amount due, the deadline for payment, and direction regarding where payment is to be remitted.
- 10.2 Coordination with County Auditor-Controller:** After receipt of any prepayment amounts for parcels which include special taxes which were enrolled for collection on the property tax roll, Consultant will coordinate any necessary tax bill amendments with the County Auditor-Controller's Office.
- 10.3 Update Database:** After receipt of any prepayment amount, CONSULTANT will update the database in Task 1.3, to indicate special taxes have been prepaid, along with the amount and date of prepayment.

EXHIBIT B-1

Fee Schedule

CITY shall compensate CONSULTANT \$15,000.00 per year for professional fees to perform the tasks listed in the Scope of Work for Community Facilities District ("CFD") No. 2002-A of the CITY in fiscal years 2007-08, 2008-09, and 2009-10. Expenses reasonably incurred in the performance of this Agreement shall not exceed \$1,500.00 per year. The total amount of compensation through fiscal year 2009-2010 shall not exceed \$16,500.00 per fiscal year. This amount represents a maximum amount not to be exceeded for the CFD.

Reimbursable Expenses

CITY shall reimburse CONSULTANT for CONSULTANT's out-of-pocket expenses plus a 15% administrative charge. Expenses shall include all reasonable expenditures made by CONSULTANT in the performance of any Consulting Services undertaken pursuant to the Agreement, including, without limitation, the following expenditures:

- (a) Copier and photography costs, including photographic reproduction of drawings and documents, data services (information obtained from outside source), courier and telephone expenses.
- (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, lodging and regularly scheduled commercial airline ticket costs.

CONSULTANT's not to exceed annual budget shall increase 5% every three years commencing in fiscal year 2010-2011 as follows, and continuing through the life of the Agreement:

FY 2010-2011: \$17,325.00

FY: 2013-2014: \$18,191.25

FY: 2017-2018: 19,100.82

FY: 2021-2024: 20,055.87

EXHIBIT B-2

Schedule of Payment

CONSULTANT shall submit an itemized statement to CITY for its services performed in a form approved by CITY, which shall include documentation setting forth in detail a description of the services rendered and the hours of service. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

**A.
B.
C.**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		
				B.I.	P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

TITLE: _____

AGENCY: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.

EXHIBIT D

[Date]

Benjamin D. Dolinka
President
Dolinka Group, Inc.
1301 Dove Street, Suite 600
Newport Beach, CA 92660

Re: Consent to Assignment of Agreement between the City of Beverly Hills and David Taussig & Associates, Inc. d.b.a. Dolinka Group, Inc. for Financial Consulting Services in the Administration of Community Facilities District No. 2002-A (Business Triangle)

Dear Mr. Dolinka:

On _____, 2007, the City of Beverly Hills ("City") entered into the above referenced agreement with David Taussig & Associates, Inc. d.b.a . Dolinka Group, Inc. ("Agreement"). At the time of execution of the Agreement, you requested that the Agreement be assigned to Dolinka Group, LLC, effective January 1, 2008, pursuant to Section 6 of the Agreement. Such assignment carries with it the understanding that Dolinka Group, LLC, shall provide all services and meet all requirements and obligations under the Agreement.

The purpose of this letter is to confirm City's approval of the assignment of the Agreement to Dolinka Group, LLC ("Assignee"), effective January 1, 2008 pursuant to the same terms and conditions of the Agreement.

Very truly yours,

Roderick J. Wood
City Manager

RJW:lr