



# Council Agenda Report

To: Mayor Pierson and the Honorable Members of the City Council

Prepared by: Arthur Aladjadjian, Public Works Superintendent

Reviewed by: Robert DuBoux, Public Works Director/City Engineer

Approved by: Reva Feldman, City Manager

Date prepared: October 30, 2020 Meeting date: November 23, 2020

Subject: Professional Services Agreement with 30 Three Sixty Public Finance, Inc.

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**RECOMMENDED ACTION:** Authorize the Mayor to execute a Professional Services Agreement with 30 Three Sixty Public Finance, Inc. to provide consulting services for the formation of the proposed Cliffside Drive Utilities Undergrounding District.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund associated with this action. The homeowners within the proposed district have deposited with the City in the amount totaling \$200,000 that will be used for consultant services including special tax services, utility engineering services, assessment engineering services, and bond and legal counsel, and staff time for the formation of the proposed utilities undergrounding district.

**WORK PLAN:** This item was not included in the Adopted Work Plan for Fiscal Year 2020-2021. This project is part of normal staff operations.

**DISCUSSION:** On April 28, 2020 staff was approached by homeowners on Cliffside Drive from Fernhill Drive to the easterly end of the road who were interested in undergrounding their overhead utilities.

On July 13, City Council accepted deposit in the amount of \$200,000 from the homeowners of Cliffside Drive and directed staff to begin work to form utility underground assessment district for Cliffside Drive.

On August 17, 2020, staff distributed a Request for Qualifications and Proposals from qualified consultant firms detailing the scope of work for the formation of an assessment

district for the undergrounding of overhead utilities. On September 10, 2020, the City received proposals from Willdan Inc. and 30 Three Sixty Public Finance, Inc. A panel reviewed the proposals and determined 30 Three Sixty Public Finance, Inc. was the most qualified consultant to provide the required services necessary to complete the project.

Staff recommends the Council approve the award and authorize the City Manager to execute a professional services agreement with 30 Three Sixty Public Finance, Inc. Once approved, staff will process the Agreement and issue a Notice to Proceed for the project.

ATTACHMENTS: Professional Services Agreement with 30 Three Sixty Public Finance, Inc.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of November 23, 2020 by and between the City of Malibu (hereinafter referred to as the "City"), and 30 Three Sixty Public Finance, Inc. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

### **RECITALS**

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating formation of the Cliffside Drive Utilities Underground District.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

**1.0 SCOPE OF THE CONSULTANT'S SERVICES.** The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

**2.0 TERM OF AGREEMENT.** This Agreement will become effective on November 23, 2020, and will remain in effect for a period of 3 years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

**3.0 CITY AGENT.** The City Manager, or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or her designee, has the authority to provide that approval or authorization.

**4.0 COMPENSATION FOR SERVICES.** The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Exhibit "A" Scope of Work's fee and cost schedule Exhibit "B" compensation schedule. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10<sup>th</sup> day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

**5.0 CONFLICT OF INTEREST.** The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

## **6.0 GENERAL TERMS AND CONDITIONS.**

**6.1 Termination.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.



**6.2 Non-Assignability.** The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

**6.3 Non-Discrimination.** The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

**6.4 Insurance.** The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

**6.5 Indemnification.** To the fullest extent permitted by law, the Parties agree to save, indemnify (including costs of any defense), and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, reasonable attorney fees, expert fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the Party's negligence, recklessness, or willful misconduct. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the

other Party to this Agreement for the percentage of liability determined. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

**6.6 Compliance with Applicable Law.** The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

**6.7 Independent Contractor.** This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

**6.8 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

**6.9 Legal Construction.**

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

**6.10 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

**6.11 Final Payment Acceptance Constitutes Release.** The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

**6.12 Corrections.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

**6.13 Files.** All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

**6.14 Waiver; Remedies Cumulative.** Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**6.15 Mitigation of Damages.** In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**6.16 Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**6.17 Attorneys' Fees.** The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

**6.18 Entire Agreement.** This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

**6.19 Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

<b>CITY:</b>	Reva Feldman City Manager City of Malibu  23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 224 FAX (310) 456-2760	<b>CONSULTANT:</b>	Mitch Mosesman President 30 Three Sixty Public Finance, Inc. 5860 Owens Ave., Ste. 210 Carlsbad, CA 92008 TEL (858) 386-4600
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**6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

**7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)**

**7.1 Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply

with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials \_\_\_\_\_  
Consultant Initials \_\_\_\_\_

**7.2 Disclosure not Required.** By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials \_\_\_\_\_  
Consultant Initials HM

This Agreement is executed on \_\_\_\_\_, 2020, at Malibu, California, and effective as of November 23, 2020.

CITY OF MALIBU:

\_\_\_\_\_  
MIKKE PIERSON, Mayor

ATTEST:

\_\_\_\_\_  
HEATHER GLASER, City Clerk  
(seal)

CONSULTANT:

\_\_\_\_\_  
By: Mitch Mosesman  
President

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED  
BY THE CITY ATTORNEY'S OFFICE  
\_\_\_\_\_  
CHRISTI HOGIN, City Attorney



## Exhibit "A" - Scope of Work

### Task AD-1: Assessment District Formation

The 30 Three Sixty team's scope of work for assessment district consulting services is summarized below.

- **Assessment Methodology:** The 30 Three Sixty team will work closely with City staff and bond counsel to develop the assessment methodology which is anticipated to reflect existing conditions as documented from parcel zoning provided by the City, facilities plans/maps provided by the applicable utilities, and a walk-through of Cliffside Drive between Fernhill Drive to easterly end.
- **Assessment District Financial Model:** 30 Three Sixty will prepare an assessment model to estimate bonded indebtedness and the resulting assessments when the estimated bond principal is spread to the benefited properties in accordance with the assessment methodology. The assessment model will also include projected annual assessment installments and annual administrative expenses.
- **Engineer's Report:** The 30 Three Sixty project team will prepare a preliminary and final Engineer's Report pursuant to the Municipal Improvement Act of 1913 (the "1913 Act"). The contents of the Engineer's Report will include (i) plans and specifications, (ii) a general description of the improvements, (iii) an estimated cost of the improvements, including the cost of land, rights-of-way, easements, and incidental expenses, (iv) an explanation of the apportionment methodology, (v) the assessment diagram, and (vi) the assessment roll. In addition, the Engineer's Report will incorporate the report required pursuant to the Special Assessment Investigation, Limitation, and Majority Protest Act of 1931.
- **Boundary Map and Assessment Diagram:** Dudek will prepare the boundary map and assessment diagram using base map data (GIS or other digital mapping format) to be provided by the City. We have allocated for up to two (2) Boundary Map sheets and up to four (4) Assessment Diagram sheets.
- **Formation Document Review:** As requested, the 30 Three Sixty team will (i) review and provide comments regarding documents prepared in connection with the formation of the assessment district, such as notices, resolutions, and ordinances and (ii) provide data to the City for the preparation and printing of community meeting invitations, assessment and hearing notices, and assessment ballots.
- **Document Recording:** As requested, 30 Three Sixty will coordinate the recording of the assessment district boundary map, assessment diagram, and notice of assessment.
- **Meetings:** 30 Three Sixty will attend up to six (6) meetings and Dudek will attend up to five (5) meetings which may include a kick-off meeting, community outreach meetings, and City Council meetings.



## **Task AD-2: Assessment District Bond Issuance**

As requested, 30 Three Sixty will assist in the review of documents prepared in connection with the issuance of the bonds. Such bond documents may include bond resolutions and/or ordinances, trust indentures, limited offering memorandums and/or official statements, and continuing disclosure agreements. 30 Three Sixty will also update its AD financial model and as requested provide information to assist with the preparation of the official statement for the bonds.

## **Task AD-3: Assessment District Administration**

- **Annual AD Report:** 30 Three Sixty shall prepare an annual report for the AD summarizing (i) the annual debt service and administrative expenses budgeted for the coming fiscal year and (ii) collection results for the previous year.
- **Billing and Collection of Assessment Installments**
  - **Billing of Assessment Installments:** 30 Three Sixty will coordinate with the Los Angeles County Auditor-Controller (the “County”) regarding the billing of the annual assessment installments along with regular property taxes. 30 Three Sixty will upload the annual assessment installments to the County’s Direct Assessment Web Access system (“DA Web”) and confirm that they are properly enrolled and billed.
  - **Collection of Assessment Installments:** 30 Three Sixty will coordinate with the County to obtain collection data and prepare periodic reports that coincide with the County’s provision of collection data, detailing the amounts collected for the reporting period in question. 30 Three Sixty will coordinate with the City to establish follow-up procedures for delinquent assessment installments which shall be consistent with the City’s Land-Secured Financing Statement of Goals and Policies, if applicable. These procedures may include the preparation and mailing of periodic delinquent assessment installment notices. Should the need arise, 30 Three Sixty will assist legal counsel with further collection activities, including the foreclosure of the assessments that remain delinquent after the follow-up process.
- **Parcel Database:** 30 Three Sixty will maintain a Parcel ID database which will include Parcel ID, assessment number, original assessment lien, outstanding assessment balance, annual assessment installment and administrative expense amounts, and record owner information to the extent readily available from the County.
- **Prepayment:** Upon request, 30 Three Sixty will calculate the amount needed to pay off the assessment balance in part or in full. The assessment prepayment amount, including payoff instructions, will be mailed to the requesting party. If prepayment in full is received, 30 Three Sixty will coordinate with the City in the preparation and recordation of a release of lien with respect to the Parcel ID for which prepayment has been made.
- **Property Owner Inquiries and Disclosure:** This task involves responding to telephone calls from prospective or current property owners or other interested parties who have questions regarding the AD and their assessment. This task also includes brief written responses to property owners as necessary.
- **Disclosure/Dissemination Agent Services:** 30 Three Sixty will compile, assemble, and circulate to the City for review the report containing the annual financial information specified in the continuing disclosure agreement entered into by the City in connection with



the issuance of the bonds. Upon approval, Consultant will file the report with the Municipal Securities Rulemaking Boards' Electronic Municipal Market Access website. In addition, as Consultant is made aware, it will also file notice of the occurrence of "Significant Events" as described in the continuing disclosure agreement.

- **Meetings:** As requested, Consultant will attend conference calls and up to one in-person meeting annually.

#### **Task CFD-1: Community Facilities District Formation**

The 30 Three Sixty team's scope of work for community facilities district consulting services is summarized below.

- **CFD Financial Model:** 30 Three Sixty will prepare a CFD model to estimate bonded indebtedness and the resulting maximum special taxes when estimated annual bond debt service is spread to the properties within the CFD in accordance with the special tax methodology. The assessment model will also include projected annual administrative expenses.
- **Rate and Method of Apportion of Special Tax:** The Rate and Method of Apportion of the Special Tax ("RMA") documents the CFD special tax methodology and specifies the maximum special tax rates. Pursuant to the Mello-Roos Community Facilities Act, special taxes are not required to be apportioned on the basis of benefit. However, we recommend that the special taxes be apportioned in a manner that is consistent with the essential benefits conferred to the properties within the CFD. This will establish a reasonable and rational relationship between the special tax for the properties within the CFD and the benefits of the undergrounding project. The RMA will also include prepayment provisions.
- **CFD Report:** 30 Three Sixty will prepare and file a report with the City, which pursuant to the Mello-Roos Act, will contain a brief description and estimated cost of the utility undergrounding improvements. The report will also include a description of the special tax apportionment methodology.
- **Boundary Map:** Dudek will prepare the boundary map using base map data to be provided by the City.
- **Formation Document Review:** As requested, the 30 Three Sixty team will review and provide comments regarding documents prepared in connection with the formation of the community facilities district, such as notices, resolutions, and ordinances.
- **Notices, Ballots, and Document Recording:** As requested, 30 Three Sixty will provide data for the preparation and printing of community meeting invitations, public hearing notices, and ballots. 30 Three Sixty will also coordinate the recording of the CFD boundary map and notice of special tax lien.
- **Meetings:** 30 Three Sixty will attend up to six (6) meetings and Dudek will attend up to five (5) meetings which may include a kick-off meeting, community outreach meetings, and City Council meetings.

#### **Task CFD-2: Community Facilities District Bond Issuance**

As requested, 30 Three Sixty will assist in the review of documents prepared in connection with the issuance of the bonds. Such bond documents may include bond resolutions and/or ordinances, trust indentures, limited offering memorandums and/or official statements, and continuing disclosure agreements. 30 Three Sixty will also update its CFD financial model and as requested provide information to assist with the preparation of the official statement for the bonds.

**Task CFD-3: Community Facilities District Administration**

- **Annual CFD Report:** 30 Three Sixty shall prepare an annual report for the CFD summarizing (i) the annual debt service and administrative expenses budgeted for the coming fiscal year and (ii) collection results for the previous year.
- **Annual Report Pursuant to Government Code 53343.1 (AB 373):** As requested, 30 Three Sixty will prepare the annual report specified under Government Code 53343.1 which will generally include (i) special taxes collected for the year; (ii) special taxes expended for the year for facilities, if applicable, services, and administrative expenses; (iii) costs of bonded indebtedness, if applicable; and (iv) costs of collecting the special tax.
- **Annual “Parcel Tax” Report Pursuant to Government Code 12463.2 (AB 2109):** 30 Three Sixty will prepare the annual report specified under Government Code 12463.2 using the protocol and forms established by the California State Controller’s office.
- **Billing and Collection of Special Taxes**
  - **Billing of Special Taxes:** 30 Three Sixty will coordinate with the Los Angeles County Auditor-Controller (the “County”) regarding the billing of the annual special taxes along with regular property taxes. 30 Three Sixty will upload the annual special taxes to the County’s Direct Assessment Web Access system (“DA Web”) and confirm the special taxes are properly enrolled and billed.
  - **Collection of Special Taxes:** 30 Three Sixty will coordinate with the County to obtain special tax collection data and prepare periodic reports that coincide with the County’s provision of collection data, detailing the special tax amounts collected for the reporting period in question. 30 Three Sixty will coordinate with the City to establish follow-up procedures for delinquent special taxes which shall be consistent with the City’s Land-Secured Financing Statement of Goals and Policies, if applicable. These procedures may include the preparation and mailing of periodic delinquent special tax notices. Should the need arise, the project team will assist legal counsel with further collection activities, including the foreclosure of the special taxes that remain delinquent after the follow-up process.
- **Parcel Research and Database:** 30 Three Sixty will maintain a Parcel ID database which will include Parcel ID, special tax classification, maximum special tax, actual special tax, and record owner information to the extent readily available from the County.
- **Prepayment:** Upon request, 30 Three Sixty will calculate the amount needed to pay off the special tax in part or in full pursuant to the formula set forth in the Rate and Method of Apportionment of Special Tax. The special tax prepayment amount, including payoff instructions, will be mailed to the requesting party. If prepayment in full is received, the project team will coordinate with the City in the preparation and recordation of a release of lien with respect to the Parcel ID for which prepayment has been made.

- **Property Owner Inquiries and Disclosure:** This task involves responding to telephone calls from prospective or current property owners or other interested parties who have questions regarding the CFD(s) and the special taxes. This subtask also includes brief written responses to property owners as necessary. 30 Three Sixty will also prepare the notice of special tax specified in Government Code 53340.2 and provide to property owners upon request.
- **Disclosure/Dissemination Agent Services:** 30 Three Sixty will compile, assemble, and circulate to the City for review the report containing the annual financial information specified in the continuing disclosure agreement entered into by the City in connection with the issuance of the bonds. Upon approval, Consultant will file the report with the Municipal Securities Rulemaking Boards' Electronic Municipal Market Access website. In addition, as Consultant is made aware, it will also file notice of the occurrence of "Significant Events" as described in the continuing disclosure agreement.
- **Meetings:** As requested, Consultant will attend conference calls and up to one in-person meeting annually.



## EXHIBIT "B" - COMPENSATION SCHEDULE

## II. Assessment District Cost Proposal



CITY OF MALIBU REQUEST FOR COST PROPOSAL FORMATION OF CLIFFSIDE DRIVE UTILITIES UNDERGROUNDING DISTRICT COST PROPOSAL - ASSESSMENT DISTRICT				
TASK / WORK PRODCUT	FIRM/PERSONNEL	HOURLY RATE	HOURS	ESTIMATED BUDGET
<b>AD-1: ASSESSMENT DISTRICT FORMATION</b>				
ASSESSMENT METHODOLOGY	30 THREE SIXTY MITCH MOESMAN	\$190	14.00	\$2,660.00
	DUDEK			
	CHARLES GREELY	\$260	34.00	\$8,840.00
	PABLO VARGAS	\$145	16.00	\$2,320.00
ASSESSMENT DISTRICT FINANCIAL MODEL	30 THREE SIXTY MITCH MOESMAN	\$190	28.00	\$5,320.00
ENGINEER'S REPORT	30 THREE SIXTY MITCH MOESMAN	\$190	20.00	\$3,800.00
	DUDEK			
	CHARLES GREELY	\$260	24.00	\$6,240.00
	PABLO VARGAS	\$145	0.00	\$0.00
BOUNDARY MAP + ASSESSMENT DIAGRAM <sup>1</sup>	30 THREE SIXTY MITCH MOESMAN	\$190	2.50	\$475.00
<sup>1</sup> Dudek assumes the City will provide an AutoCAD basemap of exported GIS data showing property boundary limits, street ROW limits, Assessors Parcel Numbers, etc. for use in preparing the Boundary Map and Assessment Diagram.	DUDEK			
	CHARLES GREELY	\$260	12.00	\$3,120.00
	PABLO VARGAS	\$165	28.00	\$4,620.00
FORMATION DOCUMENT REVIEW	30 THREE SIXTY MITCH MOESMAN	\$190	10.00	\$1,900.00
MEETINGS	30 THREE SIXTY MITCH MOESMAN	\$190	38.00	\$7,220.00
	DUDEK			
	CHARLES GREELY	\$260	40.00	\$10,400.00
<b>TOTAL ESTIMATED BUDGET TASK AD-1</b>				<b>\$56,915.00</b>
<b>AD-2: BOND ISSUANCE</b>	30 THREE SIXTY MITCH MOESMAN	\$190	40.00	<b>\$7,600.00</b>
<b>AD-3: AD ADMINISTRATION</b>	30 THREE SIXTY FIXED ANNUAL FEE			<b>\$12,500.00</b>

### III. Community Facilities District Cost Proposal



CITY OF MALIBU REQUEST FOR COST PROPOSAL FORMATION OF CLIFFSIDE DRIVE UTILITIES UNDERGROUNDING DISTRICT  COST PROPOSAL - COMMUNITY FACILITIES DISTRICT				
TASK / WORK PRODUCT	FIRM/PERSONNEL	HOURLY RATE	HOURS	ESTIMATED BUDGET
<b>CFD - 1: COMMUNITY FACILITIES DISTRICT FORMATION</b>				
SPECIAL TAX METHODOLOGY	30 THREE SIXTY MITCH MOSES MAN	\$190	10.00	\$1,900.00
	DUDEK CHARLES GREELY	\$260	10.00	\$2,600.00
CFD FINANCIAL MODEL	30 THREE SIXTY MITCH MOSES MAN	\$190	20.00	\$3,800.00
RATE AND METHOD OF APPORTIONMENT	30 THREE SIXTY MITCH MOSES MAN	\$190	16.00	\$3,040.00
CFD REPORT	30 THREE SIXTY MITCH MOSES MAN	\$190	20.00	\$3,800.00
	DUDEK CHARLES GREELY	\$260	14.00	\$3,640.00
BOUNDARY MAP  <small><sup>1</sup>Dudek assumes the City will provide an AutoCAD basemap of exported GIS data showing property boundary limits, street ROW limits, Assessors Parcel Numbers, etc. for use in preparing the Boundary Map.</small>	30 THREE SIXTY MITCH MOSES MAN	\$190	2.50	\$475.00
	DUDEK CHARLES GREELY	\$260	12.00	\$3,120.00
	PABLO VARGAS	\$165	28.00	\$4,620.00
FORMATION DOCUMENT REVIEW	30 THREE SIXTY MITCH MOSES MAN	\$190	11.00	\$2,090.00
MEETINGS	30 THREE SIXTY MITCH MOSES MAN	\$190	38.00	\$7,220.00
	DUDEK CHARLES GREELY	\$260	40.00	\$10,400.00
<b>TOTAL ESTIMATED BUDGET TASK CFD-1</b>				<b>\$46,705.00</b>
CFD-2: BOND ISSUANCE	30 THREE SIXTY MITCH MOSES MAN	\$190	40.00	\$7,600.00
CFD-3: AD ADMINISTRATION	30 THREE SIXTY FIXED ANNUAL FEE			\$12,500.00




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> STATE FARM INSURANCE 12396 World Trade Dr., Suite 113 San Diego, CA 92128 		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 858-679-2880 <b>FAX (A/C, No):</b> 858-798-9994 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b>	
<b>INSURED</b> Mitch Mosesman and 30 Three Sixty Public Finance Inc. 5860 Owens Avenue, Suite 210 Carlsbad, CA 92008		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Mutual Automobile Insurance Company <b>INSURER B:</b> State Farm Mutual Automobile Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25178 25178	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	<b>AUTOMOBILE LIABILITY</b>			494 0194, 494 0197	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	Y	<input type="checkbox"/>				BODILY INJURY (Per person) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

The City of Malibu, its officers and employees are named as additional insured. Coverage is Primary.  
It is agreed that it is the intention of the Company to provide 30 days' written notice prior to the cancellation of the policy designated in this certificate. However, the Company assumes no liability for failure to do so.

**CERTIFICATE HOLDER****CANCELLATION**

City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  BRUCE HOFBAUER

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/24/2020

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**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Premier One Ins Svcs 100 Pacifica Ste 480  Irvine CA 92618		<b>CONTACT NAME:</b> Marcelo Ortega <b>PHONE (A/C, No, Ext):</b> (949) 727-2025 <b>FAX (A/C, No):</b> (949) 727-9219 <b>E-MAIL ADDRESS:</b> Marcelo.Ortega@premierone.com	
<b>INSURED</b> 30 Three Sixty Public Finance Inc. 5860 Owens Ave Ste 210  Carlsbad CA 92008-5515		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> AMCO Insurance Company <b>INSURER B:</b> Hartford Accident and Indemn <b>INSURER C:</b> Lloyds of London <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 19100 22357	

**COVERAGES**
**CERTIFICATE NUMBER:** CL2092409411

**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	Y	ACP3028529073	12/05/2019	12/05/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						Add'l for policy minimum \$
	<input type="checkbox"/> OWNED AUTOS ONLY						<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>						
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		72WECAB0UBD	03/02/2020	03/02/2021	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			MPL2109761.19	12/05/2019	12/05/2020	Each Occurrence \$1,000,000 Aggregate Limit \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If additional insured box is checked in policy section, Certificate holder is listed as additional insured for that policy.

**CERTIFICATE HOLDER**
**CANCELLATION**

City of Malibu Public Works Department 23825 Stuart Ranch Rd  Malibu CA 90265	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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