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July 17, 2018

Ms. Elaine Gerety-Warner
Economic Development Project Manager
City of Culver City
9770 Culver Blvd.
Culver City, CA 90232

Subject: Addendum to Original Agreement to Provide Property Business Improvement District Formation and Outreach services for the Hayden Tract

Dear Ms. Gerety-Warner

NBS would like to thank you for the opportunity to provide Property Business Improvement District (“PBID” or “District”) Formation and Outreach services for the City of Culver City (“Client”) as referenced above. We will add this service to our existing agreement with the Client. All other provisions of the existing contract between the Client and NBS remain in effect. We look forward to continuing our professional relationship.

Scope of Services

HAYDEN TRACT PBID FORMATION AND OUTREACH SERVICES

PHASE 1 – PROPERTY AND BUSINESS OWNER OUTREACH

Goals. NBS will communicate with the Client, business/property owner formation committee, and stakeholders within the boundaries of the proposed District throughout the duration of the project in an effort to clarify goals, identify special circumstances, and develop an appropriate project schedule.

Survey. NBS will coordinate preparation of a survey to be distributed by the Client among the applicable property and business owners. The survey will gauge interest in the formation of a PBID and the desired improvements and activities to be funded.

Project Development. NBS will review survey results, tour the area, review current market conditions, new plans for the area, and discuss possible District boundaries compliant with the applicable statutes.

Public Engagement Website. NBS will develop and update a PBID-specific website for the formation of the proposed District. The website will include, but will not be limited to, a calendar of scheduled meetings and events, answers to frequently asked questions, contact information, and, if Phase 2 is engaged, the Management District Plan, Engineer's Report, and Boundary Map.

Meeting Coordination. NBS will manage, coordinate and attend meetings between Client's staff, formation committee, stakeholders including property and business owners, and other interested parties throughout the formation process, as needed. Coordination will include setting locations and times and the announcement of meetings on the District website.

Informational Flyer. NBS will prepare a flyer (one to two pages in length) to provide an overview of PBIDs and the formation process. The Client and formation committee may use the flyer as a communication tool and may distribute it among the property and business owners throughout the formation process.

Workshops. NBS will lead information processing workshops open to all stakeholders including property and business owners. NBS will provide general information about the formation process and take questions and comments regarding the specifics of a PBID in the area. The workshops will help stakeholders make meaning of policy alternatives and share with them a real stake in the decision-making process.

PHASE 2 – SPECIAL AND GENERAL BENEFIT ANALYSIS

At the direction of the Client, NBS will commence Phase 2 after it is determined there is reasonable support from the property and business owners to pursue the formation of the District.

Parcel Data. NBS will compile relevant data for those parcels within the proposed boundaries of the District. The data will include the County Assessor's property characteristics, ownership, and address information. NBS may also compile GIS data relevant to the project in order to facilitate the analysis.

Improvements and Activities. NBS will assist the Client in defining the improvements and activities to be funded by the District. NBS will also assist the Client with the creation of a Baseline Services Agreement for the properties within the proposed District.

Budget. NBS will assist the Client with the creation of a comprehensive budget to fund the desired improvements and activities. The budget should also include incidental cost categories, including but not limited to, insurance, legal fees, and the costs of calculating the assessments and placing them on the County tax roll annually.

Benefit Analysis. NBS will identify and analyze the benefits to be conferred by the proposed District improvements and activities. NBS will separate and quantify the benefits in order to establish the percentages attributable to both special and general benefit.

Preliminary Assessment Methodology. NBS will use the Benefit Analysis findings to create a preliminary assessment methodology for the District that will incorporate the statutory requirements of special benefit and proportionality.

Findings Report. NBS will prepare a Findings Report describing the Benefit Analysis. NBS will describe the benefits conferred, provide justification for the special and general benefit percentages established during the Benefit Analysis, and provide a brief history of case law pertinent to special and general benefit. The Findings Report will also include the preliminary assessment methodology and sample assessment rates. The Client may use the Findings Report to determine the amount of any general fund contribution and the amount that can be assessed upon properties through District assessments. The Client will engage legal counsel's review and approval of the Benefit Analysis and Findings Report before proceeding to use them as a basis for the formation of the PBID and creation of the Engineer's Report.

PHASE 3 – PBID FORMATION PROCEEDINGS

At the direction of the Client, NBS will commence Phase 3 after the boundaries, improvements and activities, and benefits have been analyzed and defined.

Management District Plan. NBS will prepare a Management District Plan for the proposed District that will include a map of the boundaries, a description of the improvements and activities, the number of years the assessment will be levied, and any other items required by statute.

Engineer's Report. NBS will prepare an Engineer's Report for the proposed District that will include a diagram of the District boundaries, a list of parcels in the District along with their proposed assessment amounts, the separation and quantification of special and general benefit, the assessment methodology, and any other items required by statute.

Petition. NBS will prepare the property owner petition for distribution by the Client. The Client will gather the signatures of those property owners in support of the proposed District.

Resolutions, Notices, and Ballots. NBS will work with the Client's legal counsel to prepare the resolutions, notices, and ballots for the formation of the proposed District. NBS will review the notice of the public hearing to be published by the City Clerk. NBS will coordinate mailing of the ballots to the applicable property owners. The Client will engage legal counsel's review and approval of all District formation documents prepared by NBS before submittal to City Council and mailing of the ballots.

Public Hearing and Ballot Tabulation. NBS will attend the Public Hearing and will be available to address questions and/or concerns. NBS will tabulate the ballots returned using the most appropriate method (bar code or other) and report the results to the City Council.

Meeting Attendance. NBS will attend the Public Hearing and meetings in support of this phase of the project.

Project Support. NBS will provide a toll-free phone number for use by the Client, the Client's legal counsel, the formation committee and stakeholders. NBS staff will be available to answer questions regarding the Management District Plan, Engineer's Report, and ballot procedures.

Fees

HAYDEN TRACT PBID FORMATION AND OUTREACH SERVICES

PHASE 1 – PROPERTY AND BUSINESS OWNER OUTREACH

Consulting Fee.....	\$ 8,500
Estimated Expenses (1)	\$ 1,250
Total Not to Exceed.....	\$ 9,750

(1) See description of expenses below

PHASE 2 – SPECIAL AND GENERAL BENEFIT ANALYSIS

Consulting Fee.....	\$ 27,500
Estimated Expenses (1)	\$ 400
Total Not to Exceed.....	\$ 27,900

(1) See description of expenses below

PHASE 3 – PBID FORMATION PROCEEDINGS

Consulting Fee.....	\$ 9,500
Estimated Expenses (1)	\$ 1,500
Total Not to Exceed.....	\$ 11,000

(1) See description of expenses below

EXPENSES

Customary out-of-pocket expenses will be billed to the Client at actual cost to NBS. These expenses may include, but are not limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the Client but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	\$205
Associate Director	\$190
Senior Consultant / Engineer / Manager	\$160
Consultant	\$140
Analyst	\$120
Clerical/Support	\$ 95

TERMS

Consulting services will be invoiced on a monthly basis as tasks are completed. Expenses will be itemized and included in the next invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party may cancel the engagement with 30 days written notice.

CLIENT'S RESPONSIBILITIES

The Client shall furnish Consultant with any pertinent information that is available to Client and applicable to the Services. The Client shall designate a person to act with authority on its behalf in respect to the Services. The Client shall promptly respond to Consultant's requests for reviews and approvals of its work, and to its requests for decisions related to the Services. Client understands and agrees that Consultant is entitled to rely on all information, data and documents (collectively, "Information") supplied to Consultant by Client or any of its agents, contractors or proxies or obtained by Consultant from other usual and customary sources including other government sources or proxies as being accurate and correct and Consultant will have no obligation to confirm that such Information is correct and that Consultant will have no liability to Client or any third party if such Information is not correct.

INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless Client, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys' fees, (collectively "Liabilities") arising out of or resulting from the negligence or willful misconduct of Consultant or a breach by Consultant of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of Client. Consultant will not be liable to the Client or anyone who may claim any right due to a relationship with Client, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of Consultant. Except in the case of Consultant's negligence, willful misconduct or breach of its obligations under this Agreement, Client shall defend, indemnify and hold harmless Consultant, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of Consultant performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of Client or any of its agents or contractors supplying incorrect Information or documentation to Consultant. The provisions of this section shall survive termination of this Agreement.

Please feel free to contact me if you have any questions or need further information.

Best regards,

**NBS Government Finance Group,
DBA NBS**



Mike Rentner

City of Culver City

President and CEO
Title

7/17/18
Date

Title

Date

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