



Council Agenda Report

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

Prepared by: Rob DuBoux, Public Works Director

Approved by: Steve McClary, Interim City Manager

Date prepared: April 6, 2022 Meeting date: April 25, 2022

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

RECOMMENDED ACTION: Authorize the Mayor to execute Professional Services Agreement with 30 Three Sixty Public Finance, Inc. for assessment district administrative service on the various assessment districts within the City.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for Fiscal Year 2021-2022 in Account Nos. 290-6002-5100 (Big Rock), 291-6003-5100 (Malibu Road), 292-6004-5100 (Calle Del Barco), 712-9048-5100 (Carbon Beach), 713-9052-5100 (Broad Beach), 715-9049-5100 (Civic Center Water Treatment Facility Phase I) and 515-3010-5100 (Civic Center Water Treatment Facility).

WORK PLAN: This item was included as item 8d3 in the Adopted Work Plan for Fiscal Year 2021-2022.

DISCUSSION: On January 27, 2022, the City issued a Request for Proposals (RFP) for assessment district administration services. The City currently administers the following special assessment districts.

- Big Rock Mesa Landslide Assessment District
- Malibu Road Landslide Assessment District
- Calle Del Barco Landslide Assessment District
- Broad Beach Underground Assessment District
- Civic Center Water Treatment Facility Assessment District – Phase One
- Carbon Beach Undergrounding Community Facilities District

Administration of these assessment districts includes maintaining the assessment district data, developing annual assessment levies and service charges, monitor any delinquencies, and providing annual reports for each district.

Additionally, the property owners within the boundary of the Civic Center Water Treatment Facility Phase One are required to pay for their wastewater and recycled water service charges. The selected consultant will assist in placing the wastewater service charges and recycled water charges (if any) on the property taxes of those properties within Phase One boundary.

On February 24, 2022, the City received four proposals from consultants DTA, SCI Consulting Group, 30 Three Sixty Public Finance, Inc., and NBS to perform assessment district administration services for the City's existing six special assessment districts. Staff reviewed all of the submitted proposals and selected 30 Three Sixty Public Finance, Inc. as the most qualified consultant to provide these services to the City. 30 Three Sixty Public Finance, Inc. has successfully provided the City with assessment district formation and administration services in the past. With this demonstrated level of past performance, along with the quality and value in its proposal (as compared to the other proposals), Staff believes section of 30 Three Sixty Public Finance, Inc. is most advantageous to the City.

Staff recommends authorizing the Mayor to execute a professional services agreement with 30 Three Sixty Public Finance Inc for assessment district administration services for all six of the City's assessment districts.

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

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of April 25, 2022 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 Assessment District Administration services for the City's special assessment districts.

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 April 25, 2022, and will remain in effect for a period of 3 years from said date unless otherwise expressly extended one (1) year and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his 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 his 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 Exhibit "A" Scope of Work and cost schedule in Exhibit "B". The cost of services shall be for a total amount not to exceed \$198,378. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th 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:

CITY:	Steve McClary Interim City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 224 FAX (310) 456-2760	CONSULTANT:	Mitch Mosesman President 30 Three Sixty Public Finance 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 MM

This Agreement is executed on _____, at Malibu, California, and effective as of April 25, 2022.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT:

Mitch Mosesman
By: Mitch Mosesman
President

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

JOHN COTTI, Interim City Attorney

EXHIBIT A SCOPE OF WORK

The administration of the assessment districts includes the following:

- Big Rock Mesa Landslide Assessment District
- Malibu Road Landslide Assessment District
- Calle Del Barco Landslide Assessment District
- Broad Beach Underground Assessment District
- Civic Center Water Treatment Facility Phase One Assessment District
- Carbon Beach Underground Assessment District

Task 1 – Maintain Assessment District and Levy Data

Consultant will obtain relevant data from various sources including, but not limited to, City records, parcel maps and Los Angeles County Assessor (the “Assessor”) information to maintain and update the database for the special assessment districts. Consultant will annually determine parcel changes to ensure that the database is updated, and appropriate assessment apportionment data is maintained. This work will include the data for the wastewater and recycled water service fees.

Specifically, the parcel database will include, as applicable, Assessor’s Parcel Number (“APN”), assessment number, original assessment lien, outstanding assessment balance, annual assessment installment and administrative expense amounts, maximum and actual special tax rates, development status, equivalent dwelling units, wastewater and recycled water fees, and record owner information to the extent readily available from the Assessor.

- *Deliverable: Copy of Parcel Database*

Task 2 – Develop Annual Assessment Levy and Service Charges

Consultant will calculate the annual assessment and special tax levies and wastewater and recycled water service charges (the “Levies”) for each parcel in the districts and submit the Levy amount for each parcel to the Los Angeles County Auditor-Controller (the “Auditor-Controller”) as required.

Task 2.1 – Development of District Budget

Specifically, Consultant will determine each district’s annual budget and compute each parcel’s annual assessment, special tax, or service charge as follows:

- **Landslide Assessment Districts:** Review the annual maintenance, operations, and special projects budget prepared by the district geologist, determine district administrative expenses, and calculate the annual assessment for each parcel.

- **Bonded Assessment Districts:** Determine the aggregate annual interest and principal payments on the bonds and district administrative expenses and calculate the annual assessment installments for each parcel. In addition, Consultant will prepare and maintain a database of trust/fiscal agent account activity to facilitate a comparison of actual financial activity to the trust indenture or fiscal agent agreement. Findings of non-compliance and/or inconsistencies with the trust indenture or fiscal agent agreement will be communicated to the City and fiscal agent/trustee. We will also reconcile account activity with County apportionment reports, scheduled debt service payments, etc.
- **Wastewater and Recycled Water Budget:** Calculate the annual service charges for each parcel based on the approved Wastewater and Recycled Water Rate Study.

Task 2.2 – Enrollment of Levies

Consultant will coordinate with the Auditor-Controller regarding the billing of the annual Levies. Specifically, Consultant will upload the annual Levies and required agreements/forms to the Auditor-Controller’s Direct Assessment Web Access system (“DA Web”), monitor for exceptions and parcel changes (and resubmit as needed), and confirm the Auditor-Controller’s acceptance for billing.

Task 2.3 – Prepayment

Consultant will calculate the amount needed to pay off any applicable assessment balance in part or in full. The assessment prepayment amount, including payoff instructions, will be provided to the requesting party via email. Consultant will draft bond redemption instructions if prepayment is received. If a full prepayment is received, Consultant will coordinate with the City in the preparation and recordation of a release of lien with respect to the APN for which prepayment has been made.

- *Deliverable: Annual Levies and Rolls, Enrollment of Annual Levies, Trust Account Workbook and Database*

Task 3 – Facilitate Ongoing Management of Assessments and Wastewater and Recycled Water Service Charges

Task 3.1 – Project Coordination

Provide ongoing assistance to the City regarding the assessments and have staff available to answer questions regarding ongoing collection of assessments for the district. Work with the County and City on any parcel issues; including potential rejections to the property tax rolls or pre-payment of assessments. Notify the City of important changes in laws affecting special assessment districts. The consultant shall prepare a quarterly report to the City regarding work under this task. This task may also include setup and maintenance of each district’s project schedule, regular communication with City staff and City consultants (e.g., legal counsel, geologist,

wastewater and recycled water consultant). Consultant proposes standing quarterly (monthly, if needed) virtual meetings/calls to ensure completion of work in accordance with the project schedules.

- *Deliverables: Project Schedules and Quarterly Status Reports*

Task 3.2 – Resident, Property Owner, and Other Interest Party Questions

Provide ongoing assistance to residents, property owners, and other interested parties regarding the assessments and have staff available to answer questions. Provide contact information to the public for inquiries concerning the assessments or wastewater and recycled water service fees. This task may include responding via telephone and/or email to inquiries from residents, property owners, or other interested parties who have questions regarding their district and/or assessment, special tax, or fee.

- *Deliverable: Customer Service*

Task 3.3 – City Council and Public Works Commission Meetings

The consultant will be expected to attend one City Council meeting and Public Works Commission meeting annually to answer questions related to the administration of the special assessment districts and the wastewater and recycled water service charges.

- *Deliverable: Attendance at Two Meetings*

Task 4 – Maintain Delinquency Monitoring

Consultant will provide the City with information and quarterly reports on delinquencies related to the assessment district levies and wastewater and recycled water service charges. Specifically, Consultant will coordinate with the Auditor-Controller to obtain collection data and prepare quarterly reports detailing the amounts collected for the quarterly period in question and fiscal year to-date. Consultant will coordinate with the City to establish follow-up procedures for delinquent levies which shall be consistent with the City's Land-Secured Financing Statement of Goals and Policies, if applicable. These procedures will include the preparation and mailing of periodic delinquency notices. Should the need arise, Consultant will assist legal/bond counsel with further collection activities, including the foreclosure of the levies that remain delinquent after the follow-up process.

- *Deliverables: Delinquency Report, Delinquency Letters, Quarterly Status Reports, and Foreclosure Support Services*

Task 5 – Provide Annual Reporting

Consultant will prepare annual district reports, annual reports required by the State of California, and annual continuing disclosure reports required in connections with any special assessment and special tax bonds. A brief description of the reports anticipated to be provided by Consultant follows below.

- **Annual District Reports:** Consultant will prepare an annual report for each district including, as applicable, (i) district development status, (ii) the annual district budget (e.g., debt service, operation and maintenance, and administrative expenses), and (iii) collection results for the previous year.
- **Mello-Roos Yearly Fiscal Status Reports (Government Codes 53359.5):** As applicable, Consultant will compile and submit the information specified under Government Code Section 53359.5 using the protocol and forms established by the California Debt and Investment Advisory Commission.
- **Marks-Roos Yearly Fiscal Status Reports (Government Codes 6599.1(b):** As applicable, Consultant will compile and submit the information specified under Government Code Section 6599.1(b) using the protocol and forms established by the California Debt and Investment Advisory Commission.
- **Annual “Local Agency Special Tax and Bond Accountability Report” (Government Codes 50075.1 and 53410):** As applicable, Consultant will prepare the annual report required pursuant to the Local Agency Special Tax and Bond Accountability Act.
- **Annual “Debt Transparency Report” Pursuant to Government Code 8855 (SB 1029):** As applicable, Consultant will prepare the annual report specified under Government Code Section 8855 using the protocol and forms established by the California State Controller’s office.
- **Revenue and Taxation Code Section 163 Report:** As applicable, Consultant will prepare and provide the annual report required pursuant to Revenue and Taxation Code Section 163 to the Assessor.
- **Continuing Disclosure:** Consultant will compile, assemble, and circulate to the City the annual issuer’s continuing disclosure report for the bonded districts containing the financial information specified in the continuing disclosure agreement entered into by the City in connection with the issuance of the bonds. Upon approval and as needed, 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.

B. Cost Proposal



CITY OF MALIBU REQUEST FOR QUALIFICATIONS/PROPOSAL ASSESSMENT DISTRICT ADMINISTRATION SERVICES									
COST PROPOSAL SUMMARY ESTIMATED ANNUAL BUDGET									
TASK	BIG ROCK MESA (AD 98-1)	CALLE DEL BARCO (AD 98-2)	MALIBU ROAD (AD 98-3)	CARBON BEACH (CFD 2006-1)	BROAD BEACH (AD 2010-1)	CIVIC CENTER WWTP PHASE I (AD 2015-1)	CIVIC CENTER WWTP PHASE I (WASTEWATER / RECYCLED WATER FEES)	TOTAL	
TASK 1 MAINTAIN ASSESSMENT DISTRICT AND LEVY DATA	\$650	\$138	\$138	\$138	\$125	\$1,150	\$1,800	\$4,138	
TASK 2 DEVELOP ANNUAL ASSESSMENT LEVY AND SERVICE CHARGES	\$3,400	\$1,000	\$1,000	\$4,950	\$2,575	\$3,850	\$1,300	\$18,075	
TASK 3 FACILITATE ONGOING MANAGEMENT OF ASSESSMENTS AND WASTEWATER AND RECYCLED WATER SERVICE CHARGES	\$2,800	\$1,450	\$1,450	\$1,200	\$850	\$1,950	\$4,000	\$13,700	
TASK 4 MAINTAIN DELINQUENCY MONITORING	\$1,000	\$925	\$925	\$925	\$900	\$2,050	\$1,400	\$8,125	
TASK 5 PROVIDE ANNUAL REPORTING	\$3,400	\$888	\$888	\$3,738	\$1,550	\$2,500	\$1,550	\$14,513	
ESTIMATED EXPENSES	\$800	\$550	\$550	\$550	\$550	\$1,000	\$1,000	\$5,000	
TOTAL YEAR 1 BUDGET ^a	\$12,050	\$4,950	\$4,950	\$11,500	\$6,550	\$12,500	\$11,050	\$63,550	
TOTAL YEAR 2 BUDGET ^a	\$12,532	\$5,148	\$5,148	\$11,960	\$6,812	\$13,000	\$11,492	\$66,092	
TOTAL YEAR 3 BUDGET ^a	\$13,033	\$5,354	\$5,354	\$12,438	\$7,084	\$13,520	\$11,952	\$68,736	
TOTAL YEAR 4 BUDGET ^a	\$13,555	\$5,568	\$5,568	\$12,936	\$7,368	\$14,061	\$12,430	\$71,485	

^a ASSUMES AN INFLATION FACTOR OF 4%.

B. Cost Proposal



CITY OF MALIBU REQUEST FOR QUALIFICATIONS/PROPOSAL ASSESSMENT DISTRICT ADMINISTRATION SERVICES					
BIG ROCK MESA (AD 98-1) COST PROPOSAL DETAIL					
TASK		ESTIMATED ANNUAL BUDGET			
		TOTAL	MITCH MOSESMAN	JENNIFER HARRIS	VINCENT LAW
TASK 1	MAINTAIN ASSESSMENT DISTRICT AND LEVY DATA	\$650	\$400	\$0	\$250
TASK 2	DEVELOP ANNUAL ASSESSMENT LEVY AND SERVICE CHARGES	\$3,400	\$1,200	\$1,200	\$1,000
TASK 3	FACILITATE ONGOING MANAGEMENT OF ASSESSMENTS AND WASTEWATER AND RECYLED WATER SERVICE CHARGES	\$2,800	\$1,600	\$1,200	\$0
TASK 4	MAINTAIN DELINQUENCY MONITORING	\$1,000	\$400	\$600	\$0
TASK 5	PROVIDE ANNUAL REPORTING	\$3,400	\$1,200	\$1,200	\$1,000
ESTIMATED EXPENSES		\$800			
TOTAL YEAR 1 BUDGET		\$12,050			
TOTAL YEAR 2 BUDGET		\$12,532			
TOTAL YEAR 3 BUDGET		\$13,033			
TOTAL YEAR 4 BUDGET		\$13,555			
			HOURLY RATE		
			MITCH MOSESMAN	JENNIFER HARRIS	VINCENT LAW
			\$200	\$150	\$125

B. Cost Proposal



CITY OF MALIBU REQUEST FOR QUALIFICATIONS/PROPOSAL ASSESSMENT DISTRICT ADMINISTRATION SERVICES CALLE DEL BARCO (AD 98-2) COST PROPOSAL DETAIL					
TASK		ESTIMATED ANNUAL BUDGET			
		TOTAL	MITCH MOESMAN	JENNIFER HARRIS	VINCENT LAW
TASK 1	MAINTAIN ASSESSMENT DISTRICT AND LEVY DATA	\$138	\$0	\$75	\$63
TASK 2	DEVELOP ANNUAL ASSESSMENT LEVY AND SERVICE CHARGES	\$1,000	\$400	\$600	\$0
TASK 3	FACILITATE ONGOING MANAGEMENT OF ASSESSMENTS AND WASTEWATER AND RECYLED WATER SERVICE CHARGES	\$1,450	\$1,000	\$450	\$0
TASK 4	MAINTAIN DELINQUENCY MONITORING	\$925	\$400	\$525	\$0
TASK 5	PROVIDE ANNUAL REPORTING	\$888	\$400	\$300	\$188
	ESTIMATED EXPENSES	\$550			
	TOTAL YEAR 1 BUDGET	\$4,950			
	TOTAL YEAR 2 BUDGET	\$5,148			
	TOTAL YEAR 3 BUDGET	\$5,354			
	TOTAL YEAR 4 BUDGET	\$5,568			
			HOURLY RATE MITCH MOESMAN \$200 JENNIFER HARRIS \$150 VINCENT LAW \$125		

B. Cost Proposal



CITY OF MALIBU REQUEST FOR QUALIFICATIONS/PROPOSAL ASSESSMENT DISTRICT ADMINISTRATION SERVICES MALIBU ROAD (AD 98-3) COST PROPOSAL DETAIL					
TASK		ESTIMATED ANNUAL BUDGET			
		TOTAL	MITCH MOESMAN	JENNIFER HARRIS	VINCENT LAW
TASK 1	MAINTAIN ASSESSMENT DISTRICT AND LEVY DATA	\$138	\$0	\$75	\$63
TASK 2	DEVELOP ANNUAL ASSESSMENT LEVY AND SERVICE CHARGES	\$1,000	\$400	\$600	\$0
TASK 3	FACILITATE ONGOING MANAGEMENT OF ASSESSMENTS AND WASTEWATER AND RECYLED WATER SERVICE CHARGES	\$1,450	\$1,000	\$450	\$0
TASK 4	MAINTAIN DELINQUENCY MONITORING	\$925	\$400	\$525	\$0
TASK 5	PROVIDE ANNUAL REPORTING	\$888	\$400	\$300	\$188
	ESTIMATED EXPENSES	\$550			
	TOTAL YEAR 1 BUDGET	\$4,950			
	TOTAL YEAR 2 BUDGET	\$5,148			
	TOTAL YEAR 3 BUDGET	\$5,354			
	TOTAL YEAR 4 BUDGET	\$5,568			
			HOURLY RATE		
			MITCH MOESMAN	JENNIFER HARRIS	VINCENT LAW
			\$200	\$150	\$125

B. Cost Proposal



CITY OF MALIBU REQUEST FOR QUALIFICATIONS/PROPOSAL ASSESSMENT DISTRICT ADMINISTRATION SERVICES CARBON BEACH (CFD 2006-1) COST PROPOSAL DETAIL					
TASK		ESTIMATED ANNUAL BUDGET			
		TOTAL	MITCH MOESMAN	JENNIFER HARRIS	VINCENT LAW
TASK 1	MAINTAIN ASSESSMENT DISTRICT AND LEVY DATA	\$138	\$0	\$75	\$63
TASK 2	DEVELOP ANNUAL ASSESSMENT LEVY AND SERVICE CHARGES	\$4,950	\$2,000	\$1,200	\$1,750
TASK 3	FACILITATE ONGOING MANAGEMENT OF ASSESSMENTS AND WASTEWATER AND RECYLED WATER SERVICE CHARGES	\$1,200	\$600	\$600	\$0
TASK 4	MAINTAIN DELINQUENCY MONITORING	\$925	\$400	\$525	\$0
TASK 5	PROVIDE ANNUAL REPORTING	\$3,738	\$1,600	\$1,200	\$938
	ESTIMATED EXPENSES	\$550			
	TOTAL YEAR 1 BUDGET	\$11,500			
	TOTAL YEAR 2 BUDGET	\$11,960			
	TOTAL YEAR 3 BUDGET	\$12,438			
	TOTAL YEAR 4 BUDGET	\$12,936			
			HOURLY RATE		
			MITCH MOESMAN	JENNIFER HARRIS	VINCENT LAW
			\$200	\$150	\$125

B. Cost Proposal



CITY OF MALIBU REQUEST FOR QUALIFICATIONS/PROPOSAL ASSESSMENT DISTRICT ADMINISTRATION SERVICES BROAD BEACH (AD 2010-1) COST PROPOSAL DETAIL					
TASK		ESTIMATED ANNUAL BUDGET			
		TOTAL	MITCH MOESMAN	SENIOR ASSOCIATE	JOEY HUPPERT
TASK 1	MAINTAIN ASSESSMENT DISTRICT AND LEVY DATA	\$125	\$0	\$0	\$125
TASK 2	DEVELOP ANNUAL ASSESSMENT LEVY AND SERVICE CHARGES	\$2,575	\$1,200	\$0	\$1,375
TASK 3	FACILITATE ONGOING MANAGEMENT OF ASSESSMENTS AND WASTEWATER AND RECYLED WATER SERVICE CHARGES	\$850	\$600	\$0	\$250
TASK 4	MAINTAIN DELINQUENCY MONITORING	\$900	\$400	\$0	\$500
TASK 5	PROVIDE ANNUAL REPORTING	\$1,550	\$800	\$0	\$750
	ESTIMATED EXPENSES	\$550			
	TOTAL YEAR 1 BUDGET (EXCLUDING TASK 8)	\$6,550			
	TOTAL YEAR 2 BUDGET (EXCLUDING TASK 8)	\$6,812			
	TOTAL YEAR 3 BUDGET (EXCLUDING TASK 8)	\$7,084			
	TOTAL YEAR 4 BUDGET (EXCLUDING TASK 8)	\$7,368			
			HOURLY RATE		
			MITCH MOESMAN	SENIOR ASSOCIATE	JOEY HUPPERT
			\$200	\$150	\$125

B. Cost Proposal



CITY OF MALIBU REQUEST FOR QUALIFICATIONS/PROPOSAL ASSESSMENT DISTRICT ADMINISTRATION SERVICES CIVIC CENTER WWTP PHASE I (AD 2015-1) COST PROPOSAL DETAIL					
TASK		ESTIMATED ANNUAL BUDGET			
		TOTAL	MITCH MOESMAN	SENIOR ASSOCIATE	JOEY HUPPERT
TASK 1	MAINTAIN ASSESSMENT DISTRICT AND LEVY DATA	\$1,150	\$400	\$0	\$750
TASK 2	DEVELOP ANNUAL ASSESSMENT LEVY AND SERVICE CHARGES	\$3,850	\$1,600	\$0	\$2,250
TASK 3	FACILITATE ONGOING MANAGEMENT OF ASSESSMENTS AND WASTEWATER AND RECYLED WATER SERVICE CHARGES	\$1,950	\$1,200	\$0	\$750
TASK 4	MAINTAIN DELINQUENCY MONITORING	\$2,050	\$800	\$0	\$1,250
TASK 5	PROVIDE ANNUAL REPORTING	\$2,500	\$1,200	\$0	\$1,300
	ESTIMATED EXPENSES	\$1,000			
	TOTAL YEAR 1 BUDGET (EXCLUDING TASK 8)	\$12,500			
	TOTAL YEAR 2 BUDGET (EXCLUDING TASK 8)	\$13,000			
	TOTAL YEAR 3 BUDGET (EXCLUDING TASK 8)	\$13,520			
	TOTAL YEAR 4 BUDGET (EXCLUDING TASK 8)	\$14,061			
			HOURLY RATE MITCH MOESMAN \$200 SENIOR ASSOCIATE \$150 JOEY HUPPERT \$125		

B. Cost Proposal



CITY OF MALIBU REQUEST FOR QUALIFICATIONS/PROPOSAL ASSESSMENT DISTRICT ADMINISTRATION SERVICES WASTEWATER/RECYCLED WATER FEES COST PROPOSAL DETAIL					
TASK		ESTIMATED ANNUAL BUDGET			
		TOTAL	MITCH MOSESMAN	SENIOR ASSOCIATE	JOEY HUPPERT
TASK 1	MAINTAIN ASSESSMENT DISTRICT AND LEVY DATA	\$1,800	\$800	\$0	\$1,000
TASK 2	DEVELOP ANNUAL ASSESSMENT LEVY AND SERVICE CHARGES	\$1,300	\$800	\$0	\$500
TASK 3	FACILITATE ONGOING MANAGEMENT OF ASSESSMENTS AND WASTEWATER AND RECYCLED WATER SERVICE CHARGES	\$4,000	\$2,000	\$0	\$2,000
TASK 4	MAINTAIN DELINQUENCY MONITORING	\$1,400	\$400	\$0	\$1,000
TASK 5	PROVIDE ANNUAL REPORTING	\$1,550	\$800	\$0	\$750
ESTIMATED EXPENSES		\$1,000			
TOTAL YEAR 1 BUDGET		\$11,050			
TOTAL YEAR 2 BUDGET		\$11,492			
TOTAL YEAR 3 BUDGET		\$11,952			
TOTAL YEAR 4 BUDGET		\$12,430			
			MITCH MOSESMAN \$200	HOURLY RATE SENIOR ASSOCIATE \$150	JOEY HUPPERT \$125

General Terms and Conditions



The 30 Three Sixty project team shall be remunerated for services rendered based on the hourly rates or fixed fees, as applicable, set forth in Section B above, plus all expenses. The 30 Three Sixty project team shall present invoices to the City in accordance with the Agreement for Professional Services, which depending upon the services being invoiced, may be presented to the City in accordance with the schedule set forth in Agreement for Professional Services, upon completion of the associated work product, upon the close of the sale of Assessment District bonds, or if not otherwise specified on or about the first two (2) weeks of each month during which services are rendered hereunder. All invoices shall be paid by the City within thirty (30) days of the date of each invoice. Services of the 30 Three Sixty project team not specifically included as part of the scope of services defined in the Agreement for Professional Services (“Additional Services”), and compensation for requested Additional Services, shall be mutually agreed upon in writing by the City and the 30 Three Sixty project team prior to commencement of such Additional Services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/2021

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 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).

PRODUCER Premier One Ins Svcs 100 Pacifica Ste 480 Irvine CA 92618		CONTACT NAME: Marcelo Ortega PHONE (A/C, No, Ext): (949) 727-2025 E-MAIL ADDRESS: Marcelo.Ortega@premierone.com FAX (A/C, No): (949) 727-9219	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AMCO Insurance Company	NAIC # 19100
		INSURER B: Hartford Casualty	29424
		INSURER C: Lloyds of London	
		INSURER D:	
		INSURER E:	
INSURED 30 Three Sixty Public Finance Inc. 5860 Owens Ave Ste 210 Carlsbad CA 92008-5515			

COVERAGES

CERTIFICATE NUMBER: CL2112610454

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"/> COMMERCIAL GENERAL LIABILITY	Y	Y	ACP3048529073	12/05/2021	12/05/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Add'l for policy minimum \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	72WECAB0UBD	03/02/2021	03/02/2022	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			MPL2109761.21	12/05/2021	12/05/2022	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	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 Marcelo Ortega
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