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RESOLUTION NO. 2014-32

**A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING AN
AGREEMENT WITH NBS TO PROVIDE ASSESSMENT DISTRICT
ENGINEERING AND PARCEL TAX ADMINISTRATION SERVICES
FOR THREE FISCAL YEARS (2014/2015; 2015/2016; AND 2016/2017)**

WHEREAS, The City of Albany (“City”) has two Landscaping and Lighting Districts (1988-1 & 1996-1) which require preparation of annual Engineer’s Reports; and

WHEREAS, the City also has several fees and taxes collected on the property tax bill including: Sewer Service Charges, Emergency Medical Services (EMS) Tax; Paramedic & Advanced Life Support Tax; Library Services Act of 1994 parcel Tax; Supplemental Library Services Act of 2006; Storm Water Management Fees; and Street Paving and Storm Drain Tax ; and

WHEREAS, the City is desirous of having a single firm manage the placement of all fees and taxes on the property tax roll for collection; and

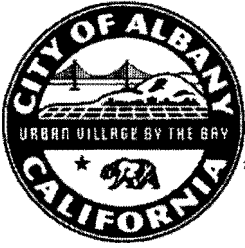
WHEREAS, the City Staff conducted a Request For Proposal selection process and have recommended an agreement with NBS to provide these services.

NOW THEREFORE, BE IT RESOLVED, that the Albany City Council hereby authorizes the City Manager on behalf of the City to execute an agreement with NBS (Exhibit A) attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that the total fee for services in the first year (Fiscal Year 2014-2015) shall not exceed \$36,700, with an estimated cost of \$113,436 over the three year period, as defined in the Agreement.

Joanne White for
Peggy Thomsen
PEGGY THOMSEN, MAYOR

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City of Albany

1000 San Pablo Avenue • Albany, California 94706
(510) 528-5710 • www.albanyca.org

RESOLUTION NO. 2014-32

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF ALBANY,

The 7th day of April, 2014, by the following votes:

AYES: Council Members Atkinson, Barnes, Maass and Vice Mayor Wile

NOES: none

ABSENT: Mayor Thomsen

ABSTAINED: none

RECUSED: none

WITNESS MY HAND AND THE SEAL OF THE CITY OF ALBANY, this 8th
day of April, 2014.

Eileen Harrington
DEPUTY CITY CLERK

(EXHIBIT A – Attached To City of Albany Resolution No. 2014-32)

CONTRACT # C14-9

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF ALBANY NBS GOVERNMENT FINANCE GROUP
FOR ASSESSMENT DISTRICT ENGINEERING AND FINANCE & PROPERTY
FEE ADMINISTRATIVE SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 7TH day of April 2014 by and among the City of Albany a California charter city ("CITY") and NBS Government Finance Group a California "S" corporation, ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of three (3) years from the date of execution of this AGREEMENT, as first shown above. Such term may be reduced or extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed one hundred & thirteen thousand and four hundred & thirty six dollars (\$113,436), unless additional compensation is approved in writing by the City Council or City Manager.

Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or

discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

CONSULTANT shall obtain and maintain in full force and effect during the term of this AGREEMENT a Business License from the CITY's Finance Department.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap,

medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et M., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, or may be, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Administrator, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the

City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) CITY and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or *willful* acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel reasonably acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not

have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or *willful* acts or omissions.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Administrator. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the CITY. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to

SECTION 27. WAIVER

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Alameda County. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29. CLAIMS.

All claims arising out of or related to this agreement must be presented not later than six (6) months after the accrual of the cause of action. Such claims shall be governed by the provisions of the Albany Municipal Code and such claims shall further be governed by the provisions of section 930.4 of the Government Code for the purposes of filing leave to present a later claim. It is further provided that subdivision (b) of section 911.4 sections 911.6 to 912.2, inclusive and section 946.6 are applicable to all such claims, and the time specified in this agreement shall be deemed the "time specified" in section 911.2 within the meaning of sections 911.6 and 946.6.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.


SECTION 31. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable,


the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF ALBANY:

By  _____
City Manager

CONSULTANT:

By  _____
(Authorized Officer)
Name: ~~Mike Rentner~~ DAVE KETCHAM
Title: ~~CEO~~ VICE-PRESIDENT

APPROVED AS TO FORM:

 _____
Craig Labadie, City Attorney

**EXHIBIT A - SCOPE OF SERVICES
AGREEMENT BETWEEN CITY OF ALBANY AND NBS
(April 2014)**

SCOPE OF SERVICES

- 1) Preliminary Data Collection:** Create a database with preliminary parcel information to calculate the gross collections expected and to spread assessments for each of the Assessment Districts, fees, or taxes identified in Attachment 2. The goal is to have a preliminary model that can be used to prepare Budget estimates prior to the public hearings and fee adoption by the City Council.

Systems must contain the ability to: calculate reduced assessments for vacant parcels; calculate assessments based on Assessor Use Codes, calculate assessments that are determined by multipliers and lot acreage; and provide for overrides where unique circumstances require modifications. Examples of some of the types of calculations required include: a) commercial properties that are assessed multiples of the single family residential lot; b) assessments based partly upon acreage; and c) assessments based upon Alameda County land use codes.

NBS will maintain and regularly update parcel, assessment and tax data in our D-FAST software, from which we can provide exports into Excel, Access or other formats.

- 2) Changes from Prior Year:** Consultant will need to obtain the new tax roll from the Alameda County Assessor or other sources.

As part of the budget planning process, determine changes that occur from one year to the next in terms of increases or decreases in the number or size of parcels and adjust figures accordingly. Please note that the consultant may set up times to utilize a conference room at City Hall to review Assessor's Maps and other documents. City Staff can assist with mapping information as long as advance notice is provided.

NBS will update parcel data twice or more times per year.

- 3) Review of City Staff Prepared Budget Expenditure Estimates:** Assist by providing professional review of the components included in the preliminary budget expenditure estimates prepared by City Staff. Provide input on any discrepancies based upon typical components of a property related fee program. NBS will review budgets and make suggestions based on our experience with other similar cities.

- 4) Assist City Staff in Preparing Budget Revenue Estimates:** Based on the data collected in earlier steps, provide City Staff with an automated means to calculate scenarios comparing expenditures to projected revenue. Please describe whether this will be provided in the form of a computer model that can be manipulated by City staff or if the City will only receive summary reports. The desire is to identify options for the levy of the fees and charges to match the establishment of the expenditure budget and revenue estimates for the upcoming Fiscal Year (Tax Year). The methodology should allow for the City to supplement the fee revenue with other sources and/or to recognize the application of prior year fund balance in calculating the spread. Consultant shall become familiar with City fee philosophy and assessment district history and other issues related to the continued successful operation of the assessment district. NBS will provide an Excel model and summary technical memo.

**EXHIBIT A - SCOPE OF SERVICES
AGREEMENT BETWEEN CITY OF ALBANY AND NBS
(April 2014)**

- 5) Assistance in Mailed Notices:** To the extent that the City is required to complete mailed and published legal notices, Consultant is requested to prepare the format and content. Consultant shall coordinate and send out mailed notices for the Sewer Service Charges. Consultant shall assist with the preparation of preliminary report information that may be included in any notice or Staff Report. If requested by the City, Consultant shall provide parcel owner data in a format that can be readily used to produce mailing labels in the event notices are required to individual owners. The label data shall be in a form that includes only the parcels subject to a specific fee. The data shall have a means to identify ownership of multiple parcels that can be sent a single notice applicable to all parcels.
- 6) Scheduling of Tasks:** Consultant shall meet with Staff in the initial stages of the project to jointly establish preliminary dates for any scheduled public meetings and/or required public hearings. Consultant and City Staff shall verify that the schedule will meet required steps necessary to complete the process within the timelines required by law. Consultant shall have available preliminary assessment roll information as of the date of public hearings.
- 7) Attendance at Public Hearings:** Consultant shall attend public hearings to answer questions related to the administration of the Assessment Districts. NBS will attend annual hearings on behalf of city staff.
- 8) Preparation of Annual Levy Report:** Prepare Engineer's Annual Levy Reports in accordance with legal requirements. Reports shall include justification of levies, method of apportionment, district budget, and specific levies for parcels. Consultant shall serve as the "Assessment District Engineer" and shall sign the Final Engineer's Reports once they have been approved by the City.

NBS will provide annual reports as needed as well as confirmation of application to the County tax roll.

- 9) Notice & Ballots:** If determined to be required by City Staff, assist with the data necessary to allow the City to distribute legal notices and ballots to be mailed due to increased assessments in accordance with legal requirements.

Optional: If assessment increases are ever implemented, NBS can also provide the whole range of services for such increase, including analysis, report preparation and the production of notices and ballots. NBS can also tabulate the ballots at the council meeting.

- 10) Tax Roll Levy Submittal:** The selected firm shall submit the final levy for each fee/assessment/tax to the Alameda County Auditor Controller in the required format, prior to the date specified by the Auditor Controller's Office, for each assessment district, fee, or tax specified. Assessments rejected by the County Auditor Controller will be researched and resubmitted for collection on the County Tax Roll. Identified corrections shall also be submitted on an "as needed" basis in consultation with City Staff. The firm selected shall also provide a CD or other electronic format file for use by the City in archiving a record of the parcels and amounts levied. Information shall be easily accessible with standard personal computers and/or in a network environment. All data shall be capable of being exported to a standard file format (i. e. MS Excel or Access).

**EXHIBIT A - SCOPE OF SERVICES
AGREEMENT BETWEEN CITY OF ALBANY AND NBS
(April 2014)**

11) Provide Customer Service for Taxpayer Inquiries: Act as the primary point of contact for any questions regarding Assessment Districts, fees, and tax bills. NBS has a team of customer service representatives available in English and Spanish from 8 to 5 every business day. These representatives have live access to the parcel and assessment/tax data.

12) Final Written Reports: Firm selected shall also provide the City with a summary report of the total units and dollars assessed by levy designation each year.

OPTIONAL SERVICES

The following are optional items, to be provided upon request of the City: A sample scope of services is included below, for discussion only.

PROPOSITION 218 SPECIAL VS. GENERAL BENEFIT ANALYSIS, ASSESSMENT RATES, AND METHODS OF ASSESSMENTS

Project Schedule. NBS will communicate with City staff, legal counsel and other interested parties to:

- Establish lines of communication.
- Clarify the specific project goals, components and criteria that will meet the City's preference.
- Identify and resolve any special circumstances that may be involved in the project.
- Develop project schedules to meet legal requirements and provide for effective interfacing of all involved parties.
- Establish meeting points consistent with schedule to achieve project milestones.

Budget Development. NBS will review the budgets prepared by the City for the projected costs of improvements, maintenance, and services. Cost categories may include, but not be limited to, all operating, maintenance, and servicing costs, capital improvements, incidental costs (engineering, legal, City staff, consultants and ongoing administration), operating reserves, capital improvement reserves, and equipment/material replacement reserves.

Parcel Database. NBS will establish a parcel database with assessor parcels as shown on the most recent available County Assessor secured roll data and maps. The database will include land divisions, ownership and mailing information, and parcel information relevant to the spread of the assessments.

Special vs. General Benefit Analysis. Review the proposed improvements, maintenance, services, budgets, location and type of improvements, special benefit, general benefit, and recent case law with legal counsel. Meet with City staff and legal counsel to discuss appropriate and/or alternative approaches to the proposed assessment. Provide staff with related support for the duration of the project.

City Review. NBS will communicate with City staff for the review of costs, improvements, maintenance, services, statute requirements and benefits conferred.

Separation and Quantification of Special and General Benefit. NBS will analyze improvements, maintenance, services, proposed boundaries, district characteristics, parcel characteristics, special and general benefits conferred, and assessment engineering standards

**EXHIBIT A - SCOPE OF SERVICES
AGREEMENT BETWEEN CITY OF ALBANY AND NBS
(April 2014)**

and sources to separate and quantify special vs. general benefit in compliance with the special benefit requirements of Proposition 218.

Method of Assessment and Rates. NBS will prepare a method of assessment, including rates, in compliance with the proportionality requirements of Proposition 218.

Findings and Recommendations Report. Prepare a Report, signed and stamped by an Assessment Engineer, summarizing the findings and recommendations. The main goal of the report is to separate and quantify special and general benefit and to provide a method of assessment with rates for the proposed assessment in accordance with the special benefit and proportionality requirements of Proposition 218 and recent case law. The report will provide analysis and numerical support for the breakdown of special vs. general benefit, the method of assessment and rates. The City will use the report to determine the amount of the general benefit contribution, to be made from sources other than assessments, and the assessment amount that can be levied on parcels under the proposed assessment. The City may use the report for community outreach efforts, surveys, and public meetings where stakeholders may provide input and participate.

Toll-Free Phone Number. NBS will provide a toll-free phone number for use by the City staff and all stakeholders. NBS staff will be available to answer questions regarding the Findings and Recommendations Report.

D-FAST® ONLINE SOFTWARE

NBS has developed proprietary software, called D-FAST® for District Fees, Assessments, and Special Taxes. This software is a very powerful administrative tool, which we use in-house to administer your districts. It is also used by public agencies across the United States. D-FAST Online will give you "real-time" access to your districts and underlying parcel data, allowing you to:



D-FAST® Software

- Answer questions in-house
- Understand a particular parcel status within a district
- Confirm if there are overlapping districts on a single parcel
- Research other issues

With this software, you and your staff have enhanced access to the data while NBS still provides the full administration and toll-free phone support.

DELINQUENCY MANAGEMENT

NBS will develop a comprehensive delinquency management program which includes a discussion and interpretation of the issuer's foreclosure covenant together with a review of the existing policies and procedures of the City. This service can be provided as part of overall annual administration or as a stand-alone service. When deemed as the appropriate course of action, NBS will perform the following.

Delinquency Reports. NBS will provide the City with an updated list of delinquencies prior to sending any of the below letters. This report will also detail each district's percentage of delinquencies, as well as a detailed list of each delinquent parcel.

**EXHIBIT A - SCOPE OF SERVICES
AGREEMENT BETWEEN CITY OF ALBANY AND NBS
(April 2014)**

Reminder Letter. At the City's direction, send a reminder letter to the property owner of each delinquent parcel for the December 10th installment. The purpose of the letter is to inform and educate the property owner of their obligation to pay assessments.

Demand Letter. At the City's direction, send a demand letter to the property owner of each delinquent parcel for the April 10th installment. This letter will be mailed to any property owner who remains delinquent for both installments or who is delinquent for April 10th only. The purpose of this letter is to further educate the property owner and advise them of a potential foreclosure.

Lienholder Letter. At the City's direction, send a demand letter to the lienholders of loan-defaulted parcels where a Notice of Default has been filed, notifying them of the special tax / assessment delinquency and the loss of their lien position when judicial foreclosure occurs. The purpose of this letter is to educate the lienholders and to spur quick payment of delinquencies in order to protect their interest in the property.

Lienholder Research. At the City's direction, perform detailed search of public records to identify lienholders on non-loan-defaulted parcels. The purpose of this is to allow further communication from the City to educate the lienholders and to spur quick payment of delinquencies in order to protect their interest in the property.

Foreclosure Letter. This type of letter is typically sent after the installments for a parcel have been removed from the tax roll. The letter delineates what amount must be paid directly to the City to forestall the turnover of documents to the foreclosure attorney.

Tax Roll Removal and Notice. NBS will provide the information required to remove parcels from the tax roll and coordinate with the County Auditor Controller to verify the removal. This step is in preparation of turning the parcels over for foreclosure. Once removed from the tax roll, each property owner will receive one final foreclosure letter indicating the amount due and payment instructions. NBS will file the Notice of Intent to Remove Delinquent Installments and remove such Notice upon payment of the delinquency.

Payment Plans. At the City's discretion, NBS will offer payment plans to property owners in lieu of turning parcels over to the City's foreclosure counsel.

Subsequent Foreclosure Services. NBS will prepare and deliver all information to the City's foreclosure counsel. We will also continue to supply the City's counsel with additional information throughout the foreclosure process. We will continue to respond to property owner and City staff phone calls regarding the status of all cases, and will coordinate and audit status reports on a bi-monthly basis from the City's foreclosure counsel.

Toll-Free Phone Number. NBS will provide a toll-free phone number for use by the City, other interested parties and all property owners. Our staff will be available to answer questions regarding the formation and ongoing collection of assessments/special taxes for the districts. Bilingual staff is available for Spanish-speaking property owners.

**EXHIBIT A - SCOPE OF SERVICES
 AGREEMENT BETWEEN CITY OF ALBANY AND NBS
 (April 2014)**

General Annual Administration Timeline

Month	Activity	Deliverable
January	Commence budget process	
February	Parcel analysis	
March	Budget analysis	
April	Prepare Engineer's Report	Draft Engineer's Report
May	Refine Engineer's Report	
June	Public meeting and hearing Adopt Engineer's Report and Annual Levies	Final Engineer's Report
July	Prepare final levies Quality control process	
August	Final Levy Check and review	Levies to the County
September	Manage any rejected or direct bill parcels	Direct bills
October	Property owner phone calls	Final Levy Summary and Maps
November	Property owner phone calls	
December	Property owner phone calls	

NBS EXHIBIT B COMPENSATION

ASSESSMENT DISTRICT ENGINEERING AND FINANCE & ADMINISTRATION SERVICES NBS COST PROPOSAL FOR THE CITY OF ALBANY

(Page 1 of 2)

Assessment / Fee / Charge / Tax Name	Annual Tax Roll Support Services	Budget Support	Public Hearing	Notices/Other	Estimated Expenses *****	TOTAL FEE
1) Citywide Open Space, Recreational Playfield & Creek Restoration Assessment District No. 1996-1	\$ 4,000.00	\$ 500.00	\$ 250.00	\$ -	\$ 125.00	\$ 4,750.00
2) Citywide Assessment District No. 1988-1	\$ 4,000.00	\$ 500.00	\$ 250.00	\$ -	\$ 125.00	\$ 4,750.00
3) Sewer Service Charges	\$ 2,000.00	\$ 500.00	n/a	\$ 5,500.00	\$ 125.00	\$ 8,000.00
4) Emergency Medical Services (EMS) Tax	\$ 2,000.00	\$ 500.00	n/a	\$ -	\$ 125.00	\$ 2,500.00
5) Paramedic & Advanced Life Support Tax	\$ 2,000.00	\$ 500.00	n/a	\$ -	\$ 125.00	\$ 2,500.00
6) Library Services Tax (1994)	\$ 2,500.00	\$ 500.00	n/a	\$ -	\$ 125.00	\$ 3,000.00
7) Library Services Tax Supplemental (2006)	\$ 2,500.00	\$ 500.00	n/a	\$ -	\$ 125.00	\$ 3,000.00
8) Storm Water Management and Discharge Control Fees	\$ 3,250.00	\$ 500.00	n/a	\$ -	\$ 125.00	\$ 3,750.00
9) Street Paving and Storm Drain Facility Improvement Tax	\$ 2,000.00	\$ 500.00	n/a	\$ -	\$ 125.00	\$ 2,500.00
GRAND TOTAL NOT-TO-EXCEED FEE	\$ 24,250.00	\$ 4,500.00	\$ 500.00	\$ 5,500.00	\$ 1,125.00	\$ 34,750.00

* Annual Tax Support is annual services provided primarily covered under scope items 1, 2, 6, 8, 11 and 12.

** Budget Support is those services partially covered under scope item 1 and items 3 and 4.

*** Public Hearing is step 7. For this, we have assumed that only the two assessment districts require hearings. If the other charges are considered on the same night, this would be all inclusive.

**** Notices/Other is steps 5 and 9. For this proposal, we used \$1 per parcel as estimated costs sewer charge notice. Further details on other notices can be provided, as needed.

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

	Fee
OPTIONAL SERVICES FEES	
PROPOSITION 218 SPECIAL VS. GENERAL BENEFIT ANALYSIS, ASSESSMENT RATES, AND METHODS OF ASSESSMENT	TBD
Notice Development & Mailing	TBD
DELINQUENCY MANAGEMENT	see following page
D-FAST® ONLINE (annual subscription)	\$ 1,950.00

NBS™ EXHIBIT B COMPENSATION

ASSESSMENT DISTRICT ENGINEERING AND FINANCE & ADMINISTRATION SERVICES NBS COST PROPOSAL FOR THE CITY OF ALBANY

(Page 2 of 2)

Delinquency Management Fee Details

Reminder Letters (1)	\$	15.00
Demand Letters (1)	\$	30.00
Lienholder Letters (1, 2)	\$	40.00
Lienholder Research (Notice of Default Not Filed)		Hourly
Foreclosure Letters	\$	50.00
Payment Plan Administration	\$	300.00
Tax Roll Removal (3, 4)	\$	75.00
Removal of the Notice of Intent to Remove Delinquent Installr	\$	25.00
Subsequent Foreclosure Fees (4)	\$	100.00

All fees are based on a per parcel/per district basis, except as noted below:

1. This fee will be recovered as part of the next levy.
2. Letter is sent to lienholders where public Notice of Default has been filed.

Fee reduced to \$20 when sent jointly with Demand or Foreclosure Letter to same parcel.

3. This fee includes filing of the "Notice of Intent to Remove Delinquent Installments" but does not include County fees for removal from the tax roll.
4. This fee is per parcel/per district/per year from the initiation of the foreclosure.

Annual Fee Increases

A cost of living allowance ("COLA") may be applied to the services listed above on October 1 each year, beginning with October 1, 2015. The COLA would be the actual cost of living increase based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban consumers for the Northern California counties.

Additional Services

The following table shows our current hourly rates. Additional services authorized by the City 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
Senior Consultant/Engineer	160
Consultant	140
Analyst	120
Clerical/Support	95

Terms

Administration services will be invoiced at the beginning of each quarter. Expenses will be itemized and included in the next regular invoice. Fees for all other services will be invoiced upon completion of the task. 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 can cancel administration contracts with 30 days written notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (PRIMARY INSURANCE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Albany, its officers, officials, employees, consultants and volunteers
1000 San Pablo Ave.
San Pablo, CA 94706

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the person or organization shown in the Schedule unless the other insurance is provided by a person or organization other than you for the same operation and job location. Then we will share with that other insurance by the method described in paragraph 5.c. of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV).

Paragraph 2.e. of WHO IS AN INSURED (Section II) does not apply to the person or organization shown in the Schedule.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2014

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).

PRODUCER License # 0B23506 Vanorsdale Insurance Services 6165 Greenwich Drive, Suite 200 San Diego, CA 92122	(858) 869-8300	CONTACT NAME: Janet Darby
		PHONE (A/C, No, Ext): 858-869-8326
		FAX (A/C, No): 858-869-8301
		E-MAIL ADDRESS: JDarby@Vanorsdale.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Gemini Insurance Company
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

INSURED

NBS Government Finance Group
 32605 Temecula Parkway, Suite 100
 Temecula, CA 92592

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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			VCPL062314	9/24/2013	9/24/2014	Each Wrongful Act \$2,000,000
A	Professional Liability			VCPL062314	9/24/2013	9/24/2014	Annual Aggregate \$2,000,000

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

*Except 10 days notice of cancellation for non-payment of premium.

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

City of Albany
 1000 San Pablo Ave.
 Albany, CA 94706-

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

