AMENDED AND RESTATED AGREEMENT
FOR THE ADMINISTRATION
OF THE DOWNTOWN NOVATO BUSINESS IMPROVEMENT DISTRICT

This Agreement ("Agreement") is entered into as of June 23, 2015, between the CITY OF NOVATO, a municipal corporation of the State of California ("City"), the DOWNTOWN NOVATO BUSINESS ASSOCIATION ("DNBA"), a California non-profit corporation and its duly elected Board of Directors appointed as the District Board for the NOVATO BUSINESS IMPROVEMENT DISTRICT ("District" or "BID").

RECITALS

WHEREAS, on August 3, 1999, the City Council of the City of Novato adopted Ordinance No. 1414 (the "Ordinance") adding Section 2-25 to the City’s Municipal Code and establishing the District to levy a benefit assessment on all businesses, trades, professions, and vendors within said District, the proceeds of which were and are to be used for the public purposes described in the Ordinance to benefit the businesses in the District, pursuant to the Parking and Business Improvement Area Law of 1989, Part 6 (commencing with Section 36500) of Division 18 of the California Streets and Highways Code (the "1989 Act").

WHEREAS, pursuant to section 36530 of the 1989 Act, the Council has designated the DNBA Board of Directors as the advisory board of the District (sometimes referred to as the “District Board” or “BID Board”) as described in said section 36530.

WHEREAS, on July 29, 1999 the City Council and the District Board entered into a Memorandum of Understanding (MOU) (Agreement #3257), which has been renewed periodically, related to the operation and management of the District.

WHEREAS, on November 9, 1999 the City Council and the District Board entered into another agreement, Agreement #3310, which formalized the responsibilities of both parties in the administration of the District.

WHEREAS, on November 14, 2005, the City Council approved agreement #3929 with the DNBA, serving as the District Board of the District. Said Agreement #3929 superseded and replaced the previous agreements entered into between the City and DNBA concerning the BID.

WHEREAS, also on November 14, 2005 the City Council adopted Ordinance No. 1506 which made certain revisions to Section 2-25 of the Code of the City of Novato.
WHEREAS, the DNBA, as the District’s advisory board, is subject to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code), and the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all documents relating to activities of the District.

WHEREAS, the City Council, the DNBA and the District Board have determined that it is in their mutual, best interests to enter into an updated, comprehensive agreement detailing their respective rights and responsibilities pertinent to the operation of the District: an agreement that will supersede and restate the various agreements between the City, the DNBA Board of Directors acting as the District Board. Hereinafter, reference to the DNBA shall mean the DNBA Board of Directors acting as the District Board or BID Board.

NOW, THEREFORE, in consideration of the above recitals and for other good and sufficient consideration, the City, DNBA and BID Board agree as follows:

AGREEMENT

1. **Recitals.** All the foregoing recitals are true and correct and incorporated herein by this reference as if fully set forth herein.

2. **The DNBA’s Obligations.**

   **Annual Assessment Process**

   (a) **Compliance with Annual Assessment Process – Administrative Guidelines.** The DNBA shall perform and comply with all provisions of the Annual Assessment Process – Administrative Guidelines (“Administrative Guidelines”) (attached hereto as Exhibit A and incorporated by this reference) which are the District’s and/or BID Board’s obligations to discharge under said Administrative Guidelines. In addition, the DNBA shall administer the affairs of the District in conformance with Section 2-25 of the Novato Municipal Code, the 1989 Act and this Agreement. The City Council provides the City Manager or designee with the authority to modify and update these Administrative Guidelines as necessary to maintain transparency and clarity for the annual assessment process of the BID. Any modifications would be reviewed with the BID Board and at a General Membership meeting prior to implementation.

   (b) **Annual Reports.** The DNBA shall submit annual reports (“Annual Report(s)”) to the City, under the noticing provisions in the Administrative Guidelines and as otherwise required pursuant to the 1989 Act.

**Budgetary, Auditing and Financial Obligations**

(c) **Budget Compliance.** The BID Board shall administer BID funds in compliance with the Annual Report approved by the City Council and resolution adopted by the City Council levying the annual BID assessment (collectively referred to as the “Budget”). All funds derived from BID assessments shall be separately accounted for by the BID Board and segmented from other revenue collected by the BID in its accounting and financial records.

(d) **Delinquent Assessments.** The City shall be responsible for collection of those delinquent BID assessments (“Collection Efforts”). The City shall bear the costs of any city staff time associated with
the Collection Efforts; however, the amount of any fees or charges imposed by collection agencies retained by the City to effect Collection Efforts shall be subtracted from the BID assessment that is subject to collection and retained by the City.

(e) **Records/Audit.** During the term of this Agreement, and for four years after this Agreement’s term expires or terminates, the DNBA agrees to maintain detailed records pertaining to BID administration sufficient to provide the basis for an unqualified opinion by an independent auditor, including but not limited to records concerning budgeting, expenditures, subcontracts, insurance, permits, administrative expenses, and overhead. The DNBA agrees to make all such records available to the City upon request at all reasonable times. Upon request, the DNBA shall obtain and provide to the City, at the DNBA’s sole cost, an independent financial audit of the DNBA’s use of BID funds for the term requested by the City. This subsection shall survive termination or expiration of this Agreement.

(f) **BID Funds Held in Trust.** All BID assessments and funds in the possession/control of the DNBA hereunder, excluding amounts deducted by the City pursuant to Section 3(b) of this Agreement, are the property of the BID and shall be held in trust by the DNBA solely for the benefit of the BID, subject to Section 4(c)(2)(iii) of this Agreement.

(g) **Confidentiality.** The DNBA and BID Board shall comply with all laws governing the confidentiality of BID assessment records, reports, and related information that may be provided to the BID Board by the City ("Assessment Records"). The BID Board shall only disclose Assessment Records as required by law, or as necessary to collect delinquent BID assessments, consistent with applicable confidentiality laws. The City Finance Office shall maintain a record of all benefit assessments made pursuant to Section 2-25 of the Novato Municipal Code ("Section 2-25"), of all payments made pursuant to such assessments, and in the month of March of each year, and quarterly thereafter, make available to DNBA a list of all assessments, and of all delinquencies, providing that said Finance Office shall not disclose any confidential information submitted to that office by a business license payer and in connection with the determination of his/her assessment. A record of the total assessment of an individual business, or the fact that said business has allowed the assessment payment to become delinquent, is not deemed to be confidential.

**Contracting**

(h) **Subcontracts and Procurement.** The BID Board shall award and administer all subcontracts necessary for providing the activities in accordance with the provisions of this subsection and the Budget.

(i) Members of the BID Board shall serve without compensation and may not have any interest in any agreement for compensation entered into by the District.

(j) The District Board will use its best efforts to competitively bid proposals from vendors and service providers for any contract in excess of $10,000. For purposes of this section, “best efforts” shall mean that the BID Board will be required to solicit and obtain at least three bids for each service or product the BID Board wishes to secure, and shall award the contract to the lowest responsible and responsive bidder. Notwithstanding the foregoing to the contrary, whenever the BID Board wishes to retain professional or special services, the BID Board is authorized to award the contract to the proposer who/which is the most qualified and best suits the needs of the BID. Such a contract need not be awarded strictly on the basis of cost or price.
Compliance with Laws, Brown Act and Governance

(k) Compliance with Laws. The BID Board shall comply with all federal, state, and local laws, including The Ralph M. Brown Act (Government Code § 54950 et seq.) ("Brown Act") whenever matters within the subject matter of the District are heard, discussed, or deliberated, and the California Public Records Act (Government Code § 6250 et seq.) for all documents relating to activities of the District.

Training -- The BID Board shall ensure that its board members will undertake training on the Brown Act, which may consist of self-study materials, an online course, or in-person training at least once every two years. In the event that the City offers this training, BID Board members shall be obligated to take that training in order to satisfy the training requirements specified in this subsection. As to BID Board members serving on the BID Board at any time from the date of this Agreement to June 30, 2015, said training shall be completed by August 31, 2015, and at least once every two years thereafter. As to new Board members first serving on the Board at any time after June 30, 2015, said training shall be completed within six months of their taking office, and at least once every two years thereafter. Upon a request made by the City at any time during the term of this Agreement, the BID Board shall provide within the time requested by the City written documentation establishing that the District’s board members have completed such training. Attached as Exhibit B is a summary of some of the principal requirements of the Brown Act.

(l) The DNBA Board of Directors, meeting as the board of the DNBA and not the board of the BID, shall meet separately and at a different time than the DNBA Board of Directors, meeting as the BID Board. If these meeting are to occur on the same date, before or after each other, the meeting agendas shall be clearly delineated to clearly specify which organization is meeting at which time. In noticing and conducting its meetings as the BID Board, the DNBA shall, in all respects, comply with the Brown Act. In noticing and conducting meetings of the members of the District, the BID Board shall, in all respects, comply with the Brown Act.

(m) To the extent determined necessary by the District Board, it shall develop bylaws or operating rules for the District and the BID Board, separate from the DNBA Board of Directors’ by laws.

(n) Board Representation. The City Manager may, in his/her sole and unfettered discretion, at any time during the term of this Agreement appoint one member to the District Board as a non-voting member of the BID Board. The member may be the City Manager or a designee appointed by the City Manager to serve on the BID Board. If the City Manager is denied the right provided in this Section, the City may terminate this Agreement immediately.

Indemnity and Insurance

(o) Indemnity.

(1) It is clearly understood that all work done and performed by DNBA pursuant to this Agreement, and all events held or conducted pursuant hereto shall be solely the responsibility of DNBA and in this connection DNBA agrees to indemnity and hold City harmless of and from all claims of any kind and character for injuries to person or property, DNBA’s use of the funds disbursed to it or debts which may be incurred arising out of or, in anywise connected, directly or indirectly, with DNBA’s performance under the terms of this Agreement. In this connection, it is understood that the City is solely a disbursing agency of funds collected.
pursuant to Section 2-25, for the account of DNBA for the District, and said funds will not become a part of any general fund or any other special fund of the City of Novato.

(2) Any and all obligation incurred by DNBA hereunder, or otherwise, shall be the sole obligation of DNBA, and DNBA shall have no authority to incur any obligations in the name of, or on behalf of, the City of Novato, or any department thereof. City’s obligation shall be solely to levy assessments and collect the assessments pursuant to Section 2-25, undertake Collection Efforts, review and approve or modify the District’s Annual Report and Budget, appoint members to the BID Board and disburse funds pursuant thereto.

(3) The District Board and BID shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, the District Board, the BID or any other person, and from any and all claims, demands and actions in law or equity (including attorney’s fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of any of the terms of this Agreement or performance of this Agreement. The District Board’s and/or BID’s obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or authorized volunteers.

(4) If the BID or District Board should subcontract all or any portion of the services to be provided by the BID under this Agreement, the District Board shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

(5) This subsection shall survive termination or expiration of this Agreement.

(p) **Insurance.** The DNBA shall comply with the insurance requirements provided in Exhibit B on forms approved by the City.

**Independent Contractor Status**

(q) **Independent Contractor Status.** The BID and District Board will perform under this Agreement as independent contractors and will be responsible for any federal, state, or local taxes or fees that apply to payments the DNBA receives from the City under this Agreement. The BID’s employees and subcontractors will not be employees of the City and will not be eligible for any benefits provided through the City, including but not limited to social security, health, workers’ compensation, unemployment compensation, and retirement benefits. Neither the BID nor any of its officers, employees, agents, volunteers, or subcontractors are or will be considered to be agents of the City in connection with the BID’s and DNBA’s performance under this Agreement.
3. **The City’s Obligations.**

   (a) *Payments to the DNBA.* The City shall pay to the DNBA in trust:

   (1) the BID assessment funds actually collected by the City, with any interest that actually accrues upon such funds while in the City's possession and control; and

   (2) interest and penalties actually received by the City with respect to delinquent BID assessment payments.

   (b) *Deductions from Payment.* The City shall be entitled to retain the following amounts, which shall be deducted from the payment provided for in Section 3(a):

   (1) costs incurred by the City as a result of engaging in Collection Efforts consistent with Section 2(d) of this Agreement, including but not limited to collection agency fees; and any other costs that are agreed upon by both parties.

   (c) *Conditions Precedent.* The City shall not be obligated to make any payments described in Section 3(a) unless and until the City is furnished acceptable documentation establishing that the DNBA has duly approved and executed this Agreement under its applicable rules, regulations, and/or by-laws.

4. **General Provisions.**

   (a) *Intentionally left blank.*

   (b) *General Fund Not Liable.* Neither the taxing authority, nor the bonding capacity, nor the general fund, nor any other fund or monies of the City other than actual BID revenues received from businesses located within the BID will be liable for payment of any obligations arising from this Agreement. Those obligations are not a debt of the City, nor are they a legal or equitable pledge, charge, lien, or encumbrance upon any of the City's property, income, receipts, or revenues. This Agreement embodies all of the DNBA’s reimbursement rights, and the City is not required to execute any additional note or document.

   (c) *Effective Date, Term, and Early Termination.* This Agreement becomes effective on the date first above written upon its complete execution by the parties.

   (1) In addition to any other right of termination provided in this Agreement, the parties may terminate this Agreement early under the following circumstances:

   (i) Either party may terminate this Agreement without cause by delivering written notice of termination to the other party at least 120 days in advance of the termination date; or

   (ii) If the City determines that the DNBA has materially breached the terms of this Agreement and has failed to cure the breach within 30 days after receiving the City's written demand for cure, then the City shall have the right to terminate this Agreement, with written notice, upon the passage of said 30 day period; or

   (iii) If the City determines that the DNBA has misappropriated funds, committed
malfeasance, or violated any law in providing the activities identified in the approved Budget or otherwise conducted by or on behalf of the BID, or in otherwise administering the BID the City shall have the right to immediately terminate this Agreement.

(2) Immediately following the termination or expiration of this Agreement, the DNBA will do all of the following:

(i) Terminate all of activities of the DNBA on behalf of the BID;

(ii) Pay all obligations and administration costs it incurred on behalf of the BID; and

(iii) Return to the City all remaining BID funds and all assets acquired with BID funds, which the City will hold on behalf of the BID. In the event, however, that the BID no longer exists, City will utilize the remaining funds for downtown business promotion activities.

(d) Notices. To be effective, any notice concerning this Agreement must be served by placing it in the U.S. Mail or faxing and emailing it, addressed as set forth below, and if mailed, with postage prepaid (registered or certified mail, return receipt requested):

(I) If to the City:

City of Novato, City Manager
922 Machin Avenue, Novato, CA 94945
Email address: City@novato.org

(2) If to the DNBA:

President, Downtown Novato Business Association
922 Machin Avenue
Novato, CA 94945
Email address: DNBA@novato.org

If mailed, a notice will be considered delivered two business days after the date of deposit in the U.S. Mail. If faxed and emailed, the notice shall be considered delivered on the last day that the fax and email are both received, with evidence retained by the sender that both its fax and email have been received by the intended recipient. Any party may change its address for these purposes by giving notice of the change to the other party in the manner provided in this subsection.

(e) Attorneys’ Fees. The prevailing party in any litigation or arbitration brought to enforce this Agreement will be entitled to recover reasonable attorneys’ fees and costs incurred in connection with the litigation or arbitration, through final resolution.

(f) Interpretation and Venue. This Agreement is to be interpreted in accordance with California law. Any litigation concerning this Agreement must be brought and prosecuted in the Marin County Superior Court.

(g) Waiver. A party’s failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other party’s breach of this Agreement will not constitute a waiver of the
performance, right, or remedy. A party’s waiver of the other party’s breach of any term or provision in this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.

(h) **Entire Agreement.** Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement sets forth the parties' entire understanding regarding the subjects covered. It supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those subjects (whether written, oral, express, or implied) and may be modified only by another written agreement signed by both parties.

(i) **Counterparts.** The parties may execute this Agreement in counterparts, each of which will be considered an original, but all of which will constitute the same agreement.

(j) **Precedence of Documents.** In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment.

(k) **Amendment.** This Agreement may be modified only by written instrument duly authorized and executed by all the parties.

(l) **Successors and Assigns.** Subject to limitations on assignment provided herein, this Agreement shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives. The DNBA may not assign its rights or obligations under this Agreement without the prior written consent of City, which consent may be withheld at City's sole and absolute discretion. Any attempted assignment by the DNBA, its successors or assigns, shall be null and void unless approved in writing by the City.

(m) **Authority to Sign.** Each individual executing this Agreement, or its counterpart, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

(n) **Supersede.** This Agreement amends, supersedes and restates Agreement #3929 between the City and the DNBA.

IN WITNESS WHEREOF, the parties have executed this Agreement at Novato, California, the day and year first above written.

CITY OF NOVATO,  
a municipal corporation

By: ________________________________  
Name: Michael Frank  
Title: City Manager

DOWNTOWN NOVATO BUSINESS ASSOCIATION,  
a California non-profit corporation and its duly elected Board of Directors appointed as the District Board for the NOVATO BUSINESS IMPROVEMENT DISTRICT

By: ________________________________  
Name:  
Title:

By: ________________________________  
Name:  
Title:
ATTEST:

_________________________
Sheri Hartz, City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By: _______________________

Attachments (incorporated by this reference):
Exhibit A—Administrative Guidelines for the Annual Assessment Process
Exhibit B – Brown Act Parameters
Exhibit C—Insurance Requirements
Exhibit D – Insurance Forms
Exhibit E – Timeline Chart of Annual Assessment Process
Exhibit B – Brown Act Parameters

The Brown Act and Business Improvement Districts

The owners’ association of a Business Improvement District (BID) is subject to the Ralph M. Brown Act when matters within the subject matter of the district are heard, discussed, or deliberated and shall comply with the California Public Records Act. The California Public Records Act requires that non-exempt records of the BID be accessible by the public. The Ralph M. Brown Act is intended to ensure that “actions be taken openly and that deliberations be conducted openly” by boards who are created by formal action of city councils. Some of the more important requirements of the Brown Act are listed below.

The Board of Directors of the BID and any standing committees and committees comprised of at least a majority of the Board members are subject to the following requirements:

- Except for closed sessions which are expressly permitted under the Brown Act, all meetings must be open to the public and must allow public comment;

- A meeting is defined as a congregation of a majority of Board members, or serial individual meetings involving a majority or more of the Board members wherein BID business is discussed or conducted.

- Agendas for upcoming, regular meetings must be posted at least 72 hours in advance;

- Action can only be taken on items listed on the posted agenda;

- Some closed sessions are allowed based on limited exceptions (litigation, employment issues, etc.).

The above list provides a simple overview. The Brown Act is updated routinely by the State of California and has more requirements. City staff should be contacted for current Brown Act resources, information and training.
Exhibit C -- Insurance Requirements

A. Minimum Scope of Insurance

(1a) The DNBA agrees to have and maintain, for the duration of the Agreement to which this Exhibit is attached, a Commercial General Liability insurance policy insuring the organization to an amount not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. At the time the Agreement is entered into the City may require higher limits depending on the nature of the activities conducted by the DNBA and/or the services being provided by the DNBA. Such determination shall be made by the City’s Risk Manager.

(2) The DNBA agrees to have and maintain for the duration of the Agreement an Automobile Liability insurance policy insuring its staff to an amount not less than One Hundred Thousand dollars ($100,000) combined single limit per accident for bodily injury and property damage. At the time the Agreement is entered into the City may require higher limits depending on the nature of the activities conducted by the DNBA and/or the service being provided by the Consultant. Such determination shall be made by the City’s Risk Manager.

(3) The DNBA shall provide to the City all certificates of insurance with original endorsements reflecting coverage required by this section. Certificates of such insurance shall be filed with the City on or before commencement or performance of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

B. General Liability

(1) The City, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the DNBA; products and completed operations of the DNBA; premises owned or used by the DNBA; or automobiles owned, leased, hired or borrowed by the DNBA.

(2) The DNBA’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the DNBA’s insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(4) The DNBA’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

C. All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and...
volunteers, or the DNBA shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Best’s rating of no less than A: VII.
Exhibit D-1 through D-4—
Insurance Certificate and Endorsement Forms

To be included in final version
Philadelphia Indemnity Insurance Company
COMMON POLICY DECLARATIONS

Policy Number: PHSD1041997

Named Insured and Mailing Address:
DOWNTOWN NOVATO OLD TOWN BUSINESS A
PO Box 312
Novato, CA 94948-0312

Producer: 3666
ANIXTER AND OSER, INC.
205 SAN MARIN DRIVE
NOVATO, CA 94945

Policy Period From: 05/01/2015 To: 05/01/2016

Business Description: Non-Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

<table>
<thead>
<tr>
<th>Coverage Part</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Property Coverage Part</td>
<td></td>
</tr>
<tr>
<td>Commercial General Liability Coverage Part</td>
<td></td>
</tr>
<tr>
<td>Commercial Crime Coverage Part</td>
<td></td>
</tr>
<tr>
<td>Commercial Inland Marine Coverage Part</td>
<td></td>
</tr>
<tr>
<td>Commercial Auto Coverage Part</td>
<td></td>
</tr>
<tr>
<td>Businessowners</td>
<td></td>
</tr>
<tr>
<td>Workers Compensation</td>
<td></td>
</tr>
<tr>
<td>Flexi Plus Five</td>
<td>1,404.00</td>
</tr>
</tbody>
</table>

Total $ 1,404.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

Secretary
President and CEO
Philadelphia Indemnity Insurance Company

Form Schedule – Policy

**Policy Number:** PHSD1041997

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

<table>
<thead>
<tr>
<th>Form</th>
<th>Edition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recurring Payment Flyer</td>
<td>1212</td>
<td>Recurring Payment Flyer</td>
</tr>
<tr>
<td>CSNotice-1</td>
<td>1014</td>
<td>Making Things Easier</td>
</tr>
<tr>
<td>BJP-190-1</td>
<td>1298</td>
<td>Commercial Lines Policy Jacket</td>
</tr>
<tr>
<td>LAH-Notice</td>
<td>0813</td>
<td>Policyholder Notice (Loss Assistance Hotline)</td>
</tr>
<tr>
<td>IL N 177</td>
<td>0912</td>
<td>California Premium Refund Disclosure Notice</td>
</tr>
<tr>
<td>PP2015</td>
<td>2015</td>
<td>Privacy Policy Notice</td>
</tr>
<tr>
<td>CPD-PIIC</td>
<td>0614</td>
<td>Common Policy Declarations</td>
</tr>
<tr>
<td>IL0985</td>
<td>0108</td>
<td>Disclosure Pursuant to Terrorism Risk Ins Act of 2002</td>
</tr>
<tr>
<td>PI-CANC-CA 1</td>
<td>1013</td>
<td>California Cancellation Amendment</td>
</tr>
</tbody>
</table>
FLEXIPLUS FIVE
NOT-FOR-PROFIT ORGANIZATION DIRECTORS & OFFICERS LIABILITY INSURANCE
EMPLOYMENT PRACTICES LIABILITY INSURANCE
FIDUCIARY LIABILITY INSURANCE
WORKPLACE VIOLENCE INSURANCE
INTERNET LIABILITY INSURANCE

Philadelphia Indemnity Insurance Company

Policy Number: PHSD1041997

DECLARATIONS

NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS ONLY THOSE CLAIMS FIRST MADE DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. THE AMOUNTS INCURRED FOR DEFENSE COST SHALL BE APPLIED AGAINST THE RETENTION.

Item 1. Parent Organization and Address:
DOWNTOWN NOVATO OLD TOWN BUSINESS A
PO Box 312
Novato, CA 94948-0312

Internet Address: www. downtownnovato.com

Item 2. Policy Period: From: 05/01/2015 To: 05/01/2016
(12:01 A.M. local time at the address shown in Item 1.)

Item 3. Limits of Liability:
(A) Part 1, D&O Liability: $ 1,000,000 each Policy Period.
(B) Part 2, Employment Practices: $ 1,000,000 each Policy Period.
(C) Part 3, Fiduciary Liability: $ each Policy Period.
(D) Part 4, Workplace Violence: $ each Policy Period.
(E) Part 5, Internet Liability: $ each Policy Period.
(F) Aggregate, All Parts: $ 1,000,000 each Policy Period.
Item 4. Retention:
(A) Part 1, D&O Liability: $1,000 for each Claim under Insuring Agreement B & C.
(B) Part 2, Employment Practices: $1,000 for each Claim.
(C) Part 3, Fiduciary Liability: $ for each Claim.
(D) Part 4, Workplace Violence: $ for each Workplace Violence Act.
(E) Part 5, Internet Liability: $ for each Claim.

Item 5. Prior and Pending Date:
Part 1 05/01/2010  Part 2 05/01/2010  Part 3 No Date Applies
Part 4 No Date Applies  Part 5 No Date Applies

Item 6. Premium:

<table>
<thead>
<tr>
<th>Part</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$1,346.00</td>
</tr>
<tr>
<td>2</td>
<td>$58.00</td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>$1,404.00</td>
</tr>
</tbody>
</table>

State Surcharge/Tax:  Total Premium: $1,404.00

Item 7. Endorsements: PER SCHEDULE ATTACHED

In witness whereof, the Insurer issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by the duly authorized representative of the Insurer.

______________________
Authorized Representative

______________________
Countersignature

______________________
Countersignature Date
Exhibit E
Timeline Chart of Annual Assessment Process

See next page
# CITY OF NOVATO

## 2015 Proposed DBID Process and Timeline

### DNBA/DBID Meetings

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/5/2015</td>
<td>DNBA General Meeting: Budget Discussion #1</td>
</tr>
<tr>
<td>8/26/2015</td>
<td>DNBA Board Meeting: Refine Budget &amp; Annual Report</td>
</tr>
<tr>
<td>9/18/2015</td>
<td>DNBA SPECIAL Board Meeting: Approve Budget &amp; Annual Report, Submit to City</td>
</tr>
<tr>
<td>8/19/2015</td>
<td>DNBA Board Meeting: Refine Budget &amp; Annual Report</td>
</tr>
<tr>
<td>9/9/2015</td>
<td>DNBA General Meeting: Approval of Budget</td>
</tr>
</tbody>
</table>

### City Council Meetings

- **October 1 – November 10**
  - Protest Period Open: October 1 – November 10
  - City Publish Resolution in Newspaper

- **October 27, 2015**
  - City Mails DBID Package to all DBID Businesses
  - Announces Council Meetings, process and Announces the Protest Period

- **November 10, 2015**
  - City Publish Resolution in Newspaper
  - Council Meeting BID Meeting #1
  - Public Hearing
  - Council Action on Levy
  - Protest Vote count if necessary

- **November 17, 2015**
  - Council Meeting BID Meeting #1
  - Additional Meeting

### Note:

- Dates in blue are examples; dates in RED are projected actual dates for business.

---

City Finance Staff Prepares DBID Levy for Mailing with Annual Business License Renewal

Late November - December