



April 11, 2023

Mr. Dave Piches  
Downtown Roseville Partnership  
P.O. Box 238  
Roseville, CA. 95678

Re: Engagement Letter to Prepare the 2023-24 Assessment Rolls for the

Dear Mr. Piches,

Thank you for the opportunity to work for Downtown Roseville Partnership ("DRP"). Please let this engagement letter serve as the written fee agreement between DRP and Civitas relative to providing legal and consulting services to DRP.

Civitas will assist in preparing the Assessment Rolls for the Downtown Roseville Property & Business Improvement District ("DRPBID") to prepare the assessment amounts that will be applied to assessed parcels for the calendar year 2023-2024. Services to be provided will include:

- Assessment Rolls: A complete listing of all parcels within the DRPBID, and the assessment they will pay, must be submitted to the City and County. Civitas will create this list by obtaining updated parcel information from the County, checking for any changes in parcel data (such as parcel mergers, splits, or changes in parcel classifications), and apply the increased assessment rate to each parcel. The assessment rate considers parcel type, lot square footage, and lot frontage footage along Vernon Street; we will review all characteristics and provide a summary of parcel data changes including the 3% increase if implemented. The end result will be an Excel file listing all parcels and their assessments. We will then use the format that the City has requested to provide the Assessment Rolls. We will follow up on any parcel numbers returned by the County and provide a list of hand billing for any parcels to the City that do not receive tax bills.

Civitas' fees for professional services in this matter shall be \$3,000. In addition to professional fees, DRP will be responsible for costs incurred. Ordinary expenses, such as telephone and postage, will be billed at four percent (4%) of professional fees. Other expenses, such as data fees, travel, bulk printing (over 500 pages per month), and overnight delivery shall be billed at Civitas' actual cost. Costs are not expected to exceed \$100.

The services described herein can be completed in a one-month timeframe. Civitas will send DRP one invoice for fees and costs incurred. The invoice will be payable within thirty (30) days of its mailing date. Either DRP or Civitas shall have the right to terminate this Agreement upon ten (10) days' notice. When Civitas' services conclude, all unpaid charges will immediately become due and payable.

Nothing in this Agreement and nothing in statements by Civitas personnel to DRP will be construed as a promise or guarantee about the outcome of the matter. Civitas makes no such promises or guarantees.

This Agreement contains the entire Agreement of the parties relative to the services described herein. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

Civitas primarily works with PBIDs. As you know, we have worked with over 150 improvement districts. We wanted to make sure that we disclosed these relationships to you. Further, we wanted to make sure you understood that we may be working on these projects and that we anticipate working on other PBID projects in the future.

If you have any questions about this Agreement, please do not hesitate to call me. I look forward to working with you on this project.

Downtown Roseville Partnership, by

 SIGNATURE  
Dave Piches

Not yet accepted  
Date

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\_\_\_\_\_  
Dave Piches,  
Board Chair

Civitas Advisors, by



Not yet submitted  
Date

\_\_\_\_\_

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Carson Lambeth,  
Vice President of  
Business Development