

**FIRST AMENDMENT TO
SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT
PFM FINANCIAL ADVISORS LLC
Financial Forecast Services for RPU-Related Debt**

This FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT (“First Amendment”) is made and entered into this ____ day of _____, 2022 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and PFM FINANCIAL ADVISORS LLC, a Delaware limited liability company authorized to do business in California (“Consultant”), in accordance with the following facts:

RECITALS

WHEREAS, on June 5, 2018, the City and Consultant entered into a Master Professional Consultant Services Agreement for Financial Advisory Services Panel (“Master Agreement”); and

WHEREAS, on September 18, 2019, the City and Consultant entered into a Supplemental Agreement for Assigned Project for Financial Forecast Services (Phased Approach) (“First Supplemental Agreement”); and

WHEREAS, on February 19, 2021, the City and Consultant entered into a Supplemental Agreement for Assigned Project for Financial Forecast Services for RPU-Related Debt (“Second Supplemental Agreement”); and

WHEREAS, the City desires to have Consultant continue providing the services referenced in that Master Agreement; and

WHEREAS, the City and Consultant desire to amend the Master Agreement and the Second Supplemental Agreement to extend the term for one additional year, to end June 30, 2023.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein to the Master Agreement, the parties hereto mutually agree to the following amendment to the Agreement:

1. Section 3, “Term,” is hereby amended to extend the term of the Supplemental Agreement for one additional year, to end June 30, 2023, or the required date for completion of an assigned project, provided such project was assigned prior to June 30, 2023.

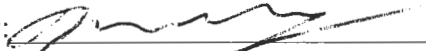
2. All other terms and conditions of the Master Agreement and Second Supplemental Agreement between the parties which are not inconsistent with the terms of this First Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Supplemental Agreement for Assigned Project to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

PFM FINANCIAL ADVISORS LLC,
a Delaware limited liability company
authorized to do business in California

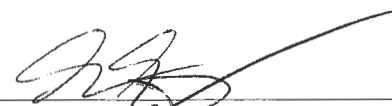
By: _____
City Manager

By: 
Its: Managing Director

Attest: _____
City Clerk

By: _____
Its: _____

Certified as to Availability of Funds:

By: 
Chief Financial Officer

Approved as to Form:

By: 
Senior Deputy City Attorney

**SECOND AMENDMENT TO
MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT
PFM FINANCIAL ADVISORS LLC
Financial Advisory Services Panel (RFP No. 1757)**

This SECOND AMENDMENT TO MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Second Amendment”), is made and entered into this _____ day of _____, 2022 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and PFM FINANCIAL ADVISORS LLC, a Delaware limited liability company authorized to do business in California (“Consultant”), at 601 S. Figueroa Street, Suite 4500, Los Angeles, CA 90017, in accordance with the following facts:

RECITALS

WHEREAS, the City and Consultant entered into a Master Professional Consultant Services Agreement for Financial Advisory Services Panel (RFP No. 1757), on or about June 5, 2018 (“Master Agreement”); and

WHEREAS, the City and Consultant entered into a Supplemental Agreement for Assigned Project for Financial Forecast Services (Phased Approach) (RFP No. 1757), on or about September 18, 2019 (“First Supplemental Agreement”); and

WHEREAS, the City and Consultant entered into a Supplemental Agreement for Assigned Project for Financial Forecast Services for RPU-Related Debt (RFP No. 1757), on or about February 19, 2021 (“Second Supplemental Agreement”); and

WHEREAS, the City and Consultant entered into a First Amendment to Master Professional Consultant Services Agreement (“First Amendment”), on or about May 5, 2021; and

WHEREAS, the City desires to have Consultant continue providing the services referenced in that Master Agreement; and

WHEREAS, the City and Consultant desire to amend the Master Agreement to extend the term of the Agreement for one additional year, to end June 30, 2023.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein to the Master Agreement, the parties hereto mutually agree to the following amendment to the Agreement:

1. Section 2, "Term," is hereby amended to extend the term of the Agreement for one additional year, to end June 30, 2023.

2. Ongoing work pursuant to the Second Supplemental Agreement dated February 19, 2021, shall continue to completion, but not later than June 30, 2023.

3. There will be no increase in the compensation amount for the services rendered during the extended period from July 1, 2022, through June 30, 2023. There will be no change in the hourly rate.

4. All other terms and conditions of the Master Agreement between the Parties which are not inconsistent with the terms of this Second Amendment shall remain in full force and effect as if fully set forth herein.

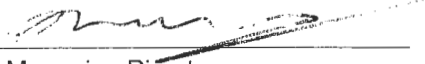
[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to Master Professional Consultant Services Agreement to be duly executed and made effective on the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

PFM FINANCIAL ADVISORS LLC,
a Delaware limited liability company
authorized to do business in California

By: _____
City Manager

By:  _____
Its: Managing Director

Attest: _____
City Clerk

By: _____
Its: _____

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

Approved as to Form:

By:  _____
Senior Deputy City Attorney