

**SECOND AMENDMENT TO
MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT
CSG ADVISORS INCORPORATED**

Financial Advisory Services Panel (RFP No. 1757)

This SECOND AMENDMENT TO MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Second Amendment"), is made and entered into this 24th day of May, 2022 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and CSG ADVISORS INCORPORATED, a Delaware corporation authorized to do business in California ("Consultant"), at One Post Street, Suite 575, San Francisco, CA 94104, 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 First Amendment to Master Professional Consultant Services Agreement on or about May 13, 2021 ("First Amendment"); 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:

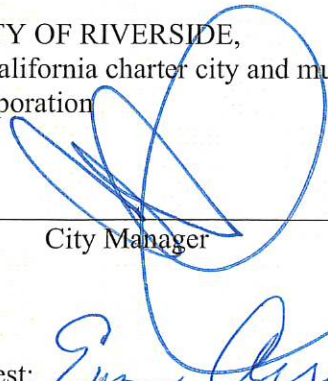
1. Section 2, "Term," is hereby amended to extend the term of the Master Agreement for one additional year, to end June 30, 2023.

3. Section 3, "Compensation/Payment," is hereby amended to include the attached Exhibit B-2 which includes the rates for Year 5 beginning on July 1, 2022 (Fiscal Year 2022-2023).

All other terms and conditions of the Master Agreement and First Amendment 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.

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

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

By: 
City Manager

Attest: 
for Donesia Gause
City Clerk

CSG ADVISORS INCORPORATED,
a Delaware corporation authorized to do
business in California

By: 
Its: President

AND

By: 
Its: Secretary

Certified as to Availability of Funds:

By: 
Chief Financial Officer

Approved as to Form:

By: 
Senior Deputy City Attorney

EXHIBIT B-2

COMPENSATION/PAYMENT

- 1. Consulting Work Not Directly Applicable to a Bond Transaction.** CSG will typically agree with City staff, most often in writing, whether particular work would be done hourly or at a negotiated fixed cost. This typically depends on whether on-going consultation of a particular matter will require significant time commitment, technical analysis, memorandum, or specialized work product. In such cases, we typically confirm negotiated cost arrangements with City staff in writing with a fee letter containing a scope of work or an agreement that is less formal if deemed appropriate by City staff. In some cases, when a particular financing is pending or expected, compensation for such additional work may be paid from bond proceeds, but this is usually determined on a case-by-case basis. Hourly fees for CSG personnel are as follows:

Title	CSG Personnel	Hourly Rate
Chairman	Gene Slater	\$325
Principal	Scott Smith	\$300
Vice President	As needed	\$275
Senior Associate	As needed	\$200
Administrative	As needed	\$70

CSG's rates are adjusted upward 3% annually at the beginning of each calendar year beginning January 1, 2022.

[CONTINUED ON FOLLOWING PAGE.]

2. **Bond Transaction Work.** CSG would work on a contingent fixed fee schedule for each series of bonds for the following types of bond financings once the City has decided on a particular plan of finance. CSG does not track hours for fixed fee assignments. CSG does not charge for follow-up administrative support post-bond issuance. The fee schedule below is exclusive of expenses.

Financing Type	Bond Size	Fees*
<i>Tax Allocation Bonds, Utility Revenue, Lease Revenue Bonds and Certificates of Participation:</i>	Under \$10 million	\$22,500
	\$10 million to under \$20 million	\$28,500
	\$20 million to under \$30 million	\$34,500
	\$30 million to under \$40million	\$39,500
	\$40 million to under \$50 million	\$42,500
	Above \$50 million	To be negotiated
<i>Assessment or Community Facility Districts:</i>	Formation of new assessment or community facility district (payable at formation):	\$10-15,000*
	Plus: by issue size (payable at bond closing):	
	Under \$10 million	\$24,500
	\$10 million to under \$25 million	\$30,500
	\$25 million to under \$35 million	\$35,500
	\$35 million to under \$50 million	\$41,500
	Above \$50 million	To be negotiated
	* Assumes formation is completed within one year of initiation of work. Beyond one year, will negotiate additional fees depending on anticipated work effort. This assumes all work to be paid from developer deposit.	
<i>Competitive Sale</i>	Additional \$7,500-12,000 if bonds are sold competitively depending on bond size and complexity.	

3. **Expenses.** CSG would be reimbursed for transportation, meals, lodging, messenger delivery, long-distance telephone and fax, and document production and reproduction at cost.