

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

ALBERT A. WEBB ASSOCIATES

(RFQ/RFP 1680 - Assessment Engineer Services)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and ALBERT A. WEBB ASSOCIATES, a California corporation (Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with RFQ/RFP 1680 Assessment Engineer Services ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2022, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Four Hundred Fifty Thousand Eight Hundred Seventy-Seven Dollars and Twenty Cents (\$450,877.20) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Department of Finance
City of Riverside
Attn: Chief Financial Officer
3900 Main Street
Riverside, CA 92522

To Consultant

Albert A. Webb Associates
Attn: Doris Domen
3788 McCray Street
Riverside, CA 92506

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation for Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 **Indemnity for Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation for Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity for Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of

not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, configurations, descriptions, computer program data or network or system information, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and its employee, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or termination of this Agreement.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City. This provision shall survive the expiration or termination of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but

without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or termination of this Agreement.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance with Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights

under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Compensation
- Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

ALBERT A. WEBB ASSOCIATES,
a California corporation

By: _____
City Manager

By: Matthew E. Webb
Matthew E. Webb
[Printed Name]
President / CEO
[Title]

Attest: _____
City Clerk

Approved as to Form:

By: [Signature]
Deputy City Attorney

By: Heidi Schoeppe
Heidi Schoeppe
[Printed Name]
Director, Municipal Finance
[Title]

Certified as to Availability of Funds:

By: [Signature]
Chief Financial Officer

EXHIBIT "A"

SCOPE OF SERVICES

1. Background

The City of Riverside is requesting proposals to perform annual assessment engineering services for various districts within the City. Calculating, levying, and reporting for the various districts must be performed yearly. Qualified Participants must have, at a minimum, experience with the following district types: Streetlight and Landscape Maintenance, 1915 Improvement Act, and 1982 Mello-Roos Act.

2. Tentative Schedule

Event	Date	Time
Request For Qualifications / Proposals Released	03/15/2017	N/A
Deadline for Receiving Questions	03/22/2017	BEFORE 3:00pm PST
Responses to Questions/Addendum posting	03/29/2017	N/A
Submittals (Qualifications and Proposals) Due	04/05/2017	BEFORE 3:00pm PDT
Short List of Participants Invited to Interviews	Week of 04/21/2017	N/A
Interviews	Week of 04/28/2017	N//A
Tentative award by City Council	05/30/2017	N/A

3. Scope of Services

LANDSCAPE AND LIGHTING DISTRICT ADMINISTRATION

Required

1. Schedule an annual kick-off meeting with City staff to review the existing district information. Identify and discuss possible changes to the districts for the upcoming fiscal year, including budget issues, annexations, modification, or expansion of district improvements, as well as legislative changes that may impact the districts.
2. Prepare an annual levy timeline identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline will be reviewed and discussed with City staff. As needed, the timeline will also be adjusted to address the City's scheduling requirements or proposed district changes.

3. Maintain and update a parcel levy database by using the parcel information from various sources. As new data becomes available, update the database and enhance the data through parcel research using current secured roll information, County Assessor maps, various third-party resources, and specific information provided by the City (e.g., up-to-date map approval status, building permits or certificate of occupancy data). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, ownership and mailing address changes, and adjusted benefit unit information. This database will then become the source for the calculation of the annual district assessments.

Database must be readily viewable (in a format similar to Google Earth) by city staff for parcel look-up. Database should be searchable by Riverside County Assessor Parcel Number (APN) or street address. It should accurately show district boundary, identification, and current parcel assessment information.

4. At the City's request, attend up to 2 City meetings, public hearings and/or staff meetings per district approval process.
5. Prepare in accordance with the Landscaping and Lighting Act of 1972 and the provisions of California Constitution Article XIID (Proposition 218) the districts' annual Engineer's Reports. This report will include the following required items:
 - A general description of the district, which may include key historical facts, zone designations, and discussion of district benefits;
 - A description of the plans and improvement specifications (this may apply to documents to obtain details on file at the City);
 - An estimate of the costs of the improvements (budget);
 - A description of the Method of Apportionment (assessment calculation);
 - A diagram of the district (provided by the City);
 - An assessment of the estimated cost to each parcel; and
 - An affidavit stating that a professional engineer has prepared the report
6. Provide the City with 2 bound copies of the full Engineer's Report, including the collection roll (1 for the City Clerk, and 1 for City staff), and 1 electronic copy of the Engineer's Report for staff to reproduce, as needed.
7. Provide assessment amounts for each parcel by Assessor's Parcel Number to the Riverside County Auditor/Controller's Office in the media, format, and configuration required by the County for placement on the annual property tax roll (currently FTP).
8. Research the exceptions upon receipt of a parcel exceptions list from the County; and update parcel number changes, as well as report the revised parcels and updated levy amounts to the County. As necessary, prepare for City staff additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.
9. Provide the City with a levy summary report comparing budget amounts to the actual applied levy. This levy summary will include a description of the reasons for any significant variances between the amounts budgeted, and the amounts actually applied to the County tax roll.

10. Assist in the filing of the report with its governing body each year to comply with legislation that enforces additional reporting requirements. *California Government Code*, Sections 50075.3 or 53411, if required.
11. Prepare any other report, for City approval, as required by any State and/or Federal Disclosure reporting requirements pertaining to each District, if applicable.

Optional

12. Review the district budgets provided by the City, and coordinate with City staff to assist with accurate cost-recovery accounting.
13. Prepare, as necessary, annual approval documents such as resolutions, council reports, Proposition 218 letter, and others as may be required by the County Auditor/Controller's Office for use in approving/ processing the annual levies to the tax roll. Identify and discuss current legislation impacts with recommended changes to the documents. The City acknowledges that the City Attorney will review all pertinent documents for form and content.
14. Provide a toll-free telephone number to the County for inclusion on the tax bills for property owners to call with questions concerning the districts, levied amounts or other related items.

COMMUNITY FACILITIES DISTRICT ADMINISTRATION

Required

1. Maintain and annually update an electronic database containing parcel basis data and annual special tax levy amounts by Assessor's Parcel Number. This includes researching final tract and/or parcel map recordation information; and gathering building permits, along with the appropriate building and parcel information, and certificate of compliance information for properties located within the boundaries of the Community Facilities Districts.

Database must be readily viewable (in a format similar to Google Earth) by city staff for parcel look-up. Database should be searchable by Riverside County Assessor Parcel Number (APN) or street address. It should accurately show district boundary, identification, and current parcel assessment information.

2. Annually calculate and apportion the special taxes, as specified in the Rate and Method of Apportionment of Special Tax (RMA). This includes the assignment of special tax classes per each of the RMAs, and the setting of annual special tax rates that are necessary to satisfy the Special Tax Requirement.
3. Prepare, as necessary, documentation required for assessments of the special tax to be submitted to the County, including the special tax summary for the fiscal year and an electronic copy of the annual CFD levy list for each District showing the amount levied by APN for annual City approval processing.

4. Provide special tax levies for each parcel by Assessor's Parcel Number (APN) to the County Auditor/Controller's Office in the media, format, and configuration required by the County for placement on the annual property tax roll (currently FTP).
5. Research parcel exceptions provided by the County and, if possible, resubmit installment amounts that are unapplied by the County Auditor/Controller's Office.
6. At the City's request, attend up to 2 City meetings, public hearings and/or staff meetings per district approval process.
7. Monitor delinquencies as required for Annual Continuing Disclosure reporting, and submit periodic delinquency reports to the City.
8. Prepare an Annual Special Tax report. This report will include:
 - The identification of CFD administrative cost items eligible for recovery by the public agency
 - The review of fund balances to identify any surplus funds
 - The requirements for debt service
 - The delinquency summaries
 - A cover letter to the report providing related recommendations or issues, if any. The cover letter is not intended to be a component of the report.
9. Provide an annual report to the California Debt and Investment Advisory Commission (CDIAC) per Section 53359.5(b) of the *California Government Code*, if required.
10. Prepare "Notice of Special Tax," as required by the *California Government Code*, Sections 53340.2(b) and 53341.5, as amended.
11. Assist in the filing of the report with its governing body each year to comply with legislation that enforces additional reporting requirements. *California Government Code*, Sections 50075.3 or 53411.
12. Prepare the required reporting to the California State Controller's Office *California Government Code*, Section 12463.2.
13. Calculate written prepayment quotes for individual special tax liens, as described in the Rate and Method of Apportionment of Special Tax or by resolution.
14. Perform required bond call spreads, coordinate the early redemption of outstanding bonds, release of lien processing and foreclosure coordination.
15. Prepare and mail invoices (handbills) on City letterhead to all property owners whose proposed annual assessment for their parcel could not be applied to the County tax roll (parcels for which the County does not generate a tax bill). These invoices would be provided in 2 installments, similar to the County tax bills, and would be payable directly to the public agency.
16. Prepare all disclosure reports as required by SEC rule 15c2-12. Review pertinent documents relating to the debt issue, collect third-party data and other information required to be

included in the Annual Continuing Disclosure Report, create a draft of the Annual Report for review by the City, finalize and disseminate through the Electronic Municipal Market Access (EMMA) and to any other party directed by the applicable continuing disclosure agreement.

17. Prepare any other report, for City approval, as required by any State and/or Federal Disclosure reporting requirements pertaining to each District, if applicable.

Optional

18. Review the district budgets provided by the City, and coordinate with City staff to assist with accurate cost-recovery accounting.
19. Prepare, as necessary, annual approval documents such as resolutions, council reports, Proposition 218 letter, and others as may be required by the County Auditor/Controller's Office for use in approving/ processing the annual levies to the tax roll. Identify and discuss current legislation impacts with recommended changes to the documents. The City acknowledges that the City Attorney will review all pertinent documents for form and content.
20. Provide a toll-free telephone number to the County for inclusion on the tax bills for property owners to call with questions concerning the districts, levied amounts or other related items.
21. Calculate the amount of the letter of credit required to be posted by the land developer and/or merchant builder(s), if necessary.
22. Monitor the agency's compliance with the Indenture of Trust or Fiscal Agent Agreement, as is relates to the pledge and/or flow of special tax revenues.

ASSESSMENT DISTRICT ADMINISTRATION

Required

1. Maintain and annually update an electronic database containing parcel basis data and annual special assessment levy amounts by Assessor's Parcel Number. This includes researching final tract and/or parcel map recordation information; and gathering building permits, along with the appropriate building and parcel information, and certificate of compliance information for properties located within the boundaries of the Assessment Districts.
2. Database must be readily viewable (in a format similar to Google Earth) by city staff for parcel look-up. Database should be searchable by Riverside County Assessor Parcel Number (APN) or street address. It should accurately show district boundary, identification, and current parcel assessment information.
3. Annually calculate and apportion the special assessment, as specified in the benefit analysis of the applicable assessment engineers report to satisfy the Special Assessment Requirement.
4. Prepare, as necessary, documentation required for special assessments to be submitted to the County, including the special assessment summary for the fiscal year.

5. Provide special assessment levies for each parcel by Assessor's Parcel Number (APN) to the County Auditor/Controller's Office in the media, format, and configuration required by the County for placement on the annual property tax roll (currently FTP).
6. Research parcel exceptions provided by the County and, if possible, resubmit installment amounts that are unapplied by the County Auditor/Controller's Office.
7. Monitor delinquencies as required for Annual Continuing Disclosure reporting, and submit periodic delinquency reports to the City.
8. Provide an annual report to the California Debt and Investment Advisory Commission (CDIAC) per Section 53359.5(b) of the *California Government Code*, if required.
9. Prepare "Notice of Special Tax," as required by the *California Government Code*, Sections 53340.2(b) and 53341.5, as amended.
10. Assist in the filing of the report with its governing body each year to comply with legislation that enforces additional reporting requirements. *California Government Code*, Sections 50075.3 or 53411.
11. Prepare the required reporting to the California State Controller's Office *California Government Code*, Section 12463.2.
12. Perform necessary functions to comply with *California Revenue and Taxation Code*, Section 163.
13. Calculate written lien payoff quotes for City staff and property owners and obtain recordation document numbers for prepaid liens.
14. Perform required bond call spreads, coordinate the early redemption of outstanding bonds, release of lien processing and foreclosure coordination.
15. Prepare and mail invoices (handbills) on City letterhead to all property owners whose proposed annual assessment for their parcel could not be applied to the County tax roll (parcels for which the County does not generate a tax bill). These invoices would be provided in 2 installments, similar to the County tax bills, and would be payable directly to the public agency.
16. Prepare all disclosure reports as required by SEC rule 15c2-12. Review pertinent documents relating to the debt issue, collect third-party data and other information required to be included in the Annual Continuing Disclosure Report, create a draft of the Annual Report for review by the City, finalize and disseminate through the Electronic Municipal Market Access (EMMA) and to any other party directed by the applicable continuing disclosure agreement.
17. Prepare any other report, for the City's approval, as required by any State and/or Federal Disclosure reporting requirements pertaining to each District, if applicable.

Optional

18. Review the district budgets provided by the City, and coordinate with City staff to assist with accurate cost-recovery accounting.
19. Prepare, as necessary, annual approval documents such as Proposition 218 letter, and others as may be required by the County Auditor/Controller's Office for use in approving/ processing the annual levies to the tax roll. Identify and discuss current legislation impacts with recommended changes to the documents. The City acknowledges that the City Attorney will review all pertinent documents for form and content.
20. Provide a toll-free telephone number to the County for inclusion on the tax bills for property owners to call with questions concerning the districts, levied amounts or other related items.
21. Monitor the agency's compliance with the Indenture of Trust or Fiscal Agent Agreement, as is relates to the pledge and/or flow of special assessments revenues.

City of Riverside Responsibilities (Applicable to All Districts)

1. Notices – City is responsible for publishing public notices in the local newspaper as well as posting these notices at City Hall (unless the awarded Proposer is requested to do so).
2. Annual budget information.
3. Changes, modifications, or updates to the improvements described in the previous year's Engineer's Report.
4. Certified copies of resolutions/Ordinances or other documentation required by the County for submittal of the annual levy.
5. Complete list of improvements provided and maintained in each specific zone, and identified in the current Engineer's Report.
6. Updated boundary diagrams, as required.
7. Information regarding land subdivision, issuance of building permits and/or certificates of occupancy, as required.
8. Current development plan/tentative maps; and annual changes, modifications, or updates as required.
9. Information regarding payments received by the City.
10. Information pertaining to annexations including, but not limited to, boundary maps, electronic parcel listings, development plans, and tentative maps.

11. Updated listing of all parcels that have been approved for any applicable exemptions.

12. Prior year's parcel list (first year of contract only).

DATA REQUIREMENTS: Currently, data is supplied to the City in a KMZ file that is viewed using the Google Earth desktop application. This data includes district boundaries and labels, property information, parcel numbers and the latest assessed amount. Data is searchable by parcel number and address and must contain all Google Pro viewing features. This is the preferred method for receiving data. In the event that a Participant wishes to submit data using another means or a different format, an inquiry regarding such must be received by the individual noted in this Request prior to the inquiries due date and time noted in Section 3 of this Request.

4. Inquiries

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this Request should be submitted in writing to:

Ben Hatheway
Sr. Office Specialist
bhatheway@riversideca.gov

The final day for the receipt of questions shall be before 3:00PM PDT on Thursday, March 22, 2017. To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. All questions received by the due date will be logged, reviewed, and if required, a response will be provided via addendum to the RFQ/RFP that will be posted on the City's website. Any communications, whether written or verbal, with the Mayor, any City Council member, Board of Public Utilities member, or City staff other than the individual indicated above, prior to award of an Agreement by City Council or Board of Public Utilities, is strictly prohibited and the Participant shall be disqualified from consideration.

5. Addenda and Notifications

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged by signing each addendum, which will be made part of the Agreement. Failure to acknowledge an addendum within a proposal shall immediately cause your proposal to be deemed non-responsive. Addenda notifications will be provided to those subscribed to the Electronic Bidder's List via email.

EXHIBIT "B"
COMPENSATION

EXHIBIT B - SCHEDULE OF FEES

RFQ 1680
Exhibit B
Schedule of Fees

District	Year 1	Year 2	Year 3	Year 4	Year 5
Street Light Assessment	\$ 7,500	\$ 7,650	\$ 7,803	\$ 7,959	\$ 8,118
Library Parcel Tax	\$ 7,500	\$ 7,650	\$ 7,803	\$ 7,959	\$ 8,118
County Service Area 152	\$5,400	\$ 5,508	\$ 5,618	\$ 5,731	\$ 5,845
Riverwalk	\$ 4,300	\$ 4,386	\$ 4,474	\$ 4,563	\$ 4,654
88-1 (Highlander)	\$ 4,300	\$ 4,386	\$ 4,474	\$ 4,563	\$ 4,654
92-1 Sycamore Canyon Bus Park	\$ 4,900	\$ 4,998	\$ 5,098	\$ 5,200	\$ 5,304
2004-1 Galleria at Tyler	\$ 2,900	\$ 2,958	\$ 3,017	\$ 3,078	\$ 3,139
2006-1 Riverwalk Vista IA #1	\$ 4,900	\$ 4,998	\$ 5,098	\$ 5,200	\$ 5,304
2006-1 Riverwalk Vista IA #2	\$ 4,900	\$ 4,998	\$ 5,098	\$ 5,200	\$ 5,304
2014-2 Highlands	\$ 4,900	\$ 4,998	\$ 5,098	\$ 5,200	\$ 5,304
Riverwalk Business Center	\$ 4,300	\$ 4,386	\$ 4,474	\$ 4,563	\$ 4,654
Hunter Business Park	\$ 7,900	\$ 8,058	\$ 8,219	\$ 8,384	\$ 8,551
Riverwalk	\$ 4,900	\$ 4,998	\$ 5,098	\$ 5,200	\$ 5,304
Riverside Auto Center	\$ 3,600	\$ 3,672	\$ 3,745	\$ 3,820	\$ 3,897
Total Per Year	\$ 72,200	\$ 73,644	\$ 75,117	\$ 76,620	\$ 78,150
Grand Total					\$ 375,731

Additional Costs		
Cost for Additional Community Facility District (1)	Total per Parcel	\$ 4,900
Cost for Additional Special Service District (2) (3)	Total per Parcel	\$ 5,500

(1) Price per CFD

(2) Price per additional special district - *amount negotiable depending on district type and complexity*

(3) Price for initial year and will escalate at 2% per year

EXHIBIT "C"

KEY PERSONNEL

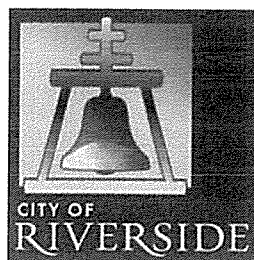
ORGANIZATIONAL CHART & PROJECT TEAM

All WEBB team members are involved in every project and are available for comments, questions, and discussions at any frequency requested by the City. Our approach fosters relationship building with City Staff, allows for ease in discussion of any potential issues that may arise, and immediately provides quick and efficient resolutions.

The continuity of key personnel throughout the life cycle of providing administration, consulting, and program management services for our clients is essential to establishing and maintaining a successful working relationship with the consultant. Our assigned project teams consist of senior level professionals who already consistently provide these services and work with special districts on a regular basis.

WEBB is a single-source firm with over 40 professional licenses held and in-house GIS and IT specialists.

No subconsultants will be used on WEBB's Team.



"Along with Heidi and her team's undeniable talent, the WEBB Team has been an absolute joy to work with. We consider them an extension of our staff due to the energy and commitment they have shown.."

*- Heidi Schrader, Finance Manager III
Eastern Municipal Water District*

PRINCIPAL-IN-CHARGE

Heidi Schoeppe

Director
Municipal Finance

LICENSED ENGINEER

Matthew Webb, PE, TE, LS

President/CEO
Engineer of Record

PROJECT MANAGER

Doris Domen

Senior Financial Analyst
Municipal Finance

ASSESSMENT ENGINEER STAFF

Charmaine McCarvel

Finance Manager
Municipal Finance
Assistant Project Manager

Paul Thompson

Principal Assessment Consultant
Municipal Finance
Technical Advisor

Matt Chesney

Finance Manager
Municipal Finance
QA/QC Analyst

David Messenger

Assistant Financial Analyst
Municipal Finance
Project Analyst

PROJECT SUPPORT

Nanette Pratini, GISP

GIS Specialist
Geographic Information Systems
GIS Analyst

Thanh Ly

Senior Database Administrator
Information Technology
Database Management



Matthew Webb, PE, TE, LS

President/CEO

Registered Civil Engineer 37385 (CA)
Registered Traffic Engineer 1898 (CA)
Registered Land Surveyor 5529 (CA)

EDUCATION

MS, Civil Engineering, Stanford University
BS, Civil Engineering, Stanford University

YEARS OF EXPERIENCE

36 Years

AFFILIATIONS

American Society of Civil Engineers
International Right-of-Way Association
Institute of Transportation Engineers
Tau Beta Pi Engineering Society
Leonard Transportation Center Advisory Board
The Monday Morning Group, President
The Raincross Group
District Attorney Crime Prevention Foundation Board
Mission Inn Foundation Board of Trustees
National Groundwater Association
Riverside Community Hospital Board of Directors
Riverside Chamber of Commerce Board of Directors
Riverside County Building Industry Association Board of Directors
Inland Empire American Heart Association, Chairman of the Board

Matthew Webb is the President/CEO at WEBB and possesses over three decades of experience in preparing and reviewing Formation Engineer's Reports for Assessment Districts (AD) and Landscaping and Lighting Maintenance Districts (LLMD), as well as Annual Engineer's Reports for LLMDs. Matthew has vast experience pertaining to various types of Special Districts including, but not limited to the 1972 Act Landscaping and Lighting Maintenance Districts, the 1915 Act Assessment Districts, Community Facilities Districts, and the 1982 Act Benefit Assessment Districts.

Matthew serves as assessment engineer to 13 agencies, including the City of Riverside. His breadth of knowledge, extensive experience, and responsibilities include:

- Preparation of Engineer's Report containing all items as required by code including proposed improvements, engineer's estimate of costs and incidental expenses, a narrative description of the spread methodology, assessment diagrams, preliminary annual assessment roll based upon current estimate of costs and expenses, confirmation of compliance with Proposition 218, and assumptions behind the determination of benefits
- Participation at public agency/public information meetings fully prepared to present all necessary testimony and to respond to all public comments pertaining to formations of ADs and LLMDs
- Experience in establishing lines of communication, preparing the assessment district schedule of events, reviewing procedural and financial considerations, discussing proposed improvements, the eligibility of those improvements, and any limitations on the funding of those improvements

Assessment Engineer Experience Highlights

Formation Engineering - LLMDs & ADs

- City of Riverside, Riverwalk LMD
- City of Corona, LMD No. 2003-1
- City of Corona, Corona Mall Business Improvement District
- City of Corona, AD 96-1
- City of Ontario, AD 106
- City of Indio, AD 2001-1
- City of Indio, ADs 2002-02 and 2002-3
- City of Indio, ADs 2003-1, 2003-2, 2003-3, 2003-5, and 2003-6
- City of Indio, ADs 2004-1, 2004-2, and 2004-3
- San Bernardino Special Districts, AD No. 2016-1 (*in progress*)
- Hi-Desert Water District, AD No. 2014-1
- Mission Springs Water District, AD 11, 12, 13
- Mission Springs Water District, AD 15 (*in progress*)
- Mission Springs Water District, AD 16 (*in progress*)
- Ventura County Watershed Protection District, Drainage Assessment Area No. 2015-1

Annual Engineer's Reporting - LLMDs

- City of Riverside, Riverwalk LMD
- City of Riverside, LMD No. 88-1
- City of Riverside, SLAD No. 1
- City of Corona, LMDs No. 84-1 and No. 84-2
- City of Corona, Corona Mall Business Improvement District
- City of Menifee, LLMD 89-1C Volume 1 and Volume 2
- City of Desert Hot Springs, LLMDs No. 1 and No. 2
- City of Desert Hot Springs, Drainage Assessment District No. 1
- City of Temecula, Temecula Community Services District Service Levels B, C, R and Recycling & Refuse Collection
- City of Chino, LLMD Nos. 75-1 and 75-2
- City of Chino, LLMD No. 76-1
- City of Chino, LLMD No. 83-2
- City of Chino, LLMD No. 2002-1
- City of Santee, Roadway Lighting District
- City of Santee, Santee Town Center LMD



Doris Domen

Senior Financial Analyst

YEARS OF EXPERIENCE

16 Years

As a Senior Financial Analyst at WEBB, Doris Domen is an expert on the administration of special financing districts, formation of Community Facilities Districts and Landscaping and Lighting Maintenance Districts, and bond issuance and refinancings for municipalities throughout Inland Southern California. Due to her technical skills and vast experience, she serves as a professional resource to her clients, her associates, and finance teams. Doris' goal is to provide unsurpassed customer service to her clients, which includes immediate responses to any questions or special projects that arise, as well as providing a superior quality of work product with an emphasis on detail.

With over 16 years in the field, Doris has managed infrastructure and services special district formations, and has executed numerous bond financing and refinancing projects totaling more than \$642M in debt issuance with significant savings to her clients and their constituents. Doris has been instrumental in the formation of over 51 Facilities Districts and five Landscaping and Lighting Maintenance Districts. Doris specializes in providing full program management and administration which includes the preparation of Annual Disclosure, CDIAC, SB 165, and AB 2109 reports, annexations, district audits, constituent relations, and consulting services including Proposition 218, 1972 Act Landscaping and Lighting Maintenance Districts, 1915 Act Assessment Districts, Community Facilities Districts, and 1982 Benefit Assessment Districts. She has also assisted her clients with Special Projects such as general fund revenues analysis, street lighting audits, and analysis of the allocation of maintenance revenues.

Doris is currently the project manager for the City of Riverside, Jurupa Community Services District, and Edgemont Community Services District.

Experience Highlights

Administration Services

- Parcel Research & Parcel Changes
- Close-Out Analysis at District Maturity
- Annual Levy Preparation
- Assessment District Apportionments
- Budget Preparation & Analysis
- Annual Levy Calculation
- Annual Levy Submittal
- Rejected Parcel Research & Resubmittal
- Delinquent Parcel Research
- Property Owner Information Services
- Assessment District Prepayment Calculations
- Special Tax District Prepayment Calculations
- Foreclosure Proceedings Coordination
- District Close-out Analysis & Recommendation
- CDIAC Report Preparation & Filing
- SB 165 Report Preparation
- AB 2109 Report Preparation
- AB 1666 Compliance Review
- SB 1029 Compliance Review

Formation Services

- Maintenance & Services CFD Formations
- Public Outreach & Meeting Attendance
- CFD Report Preparation
- Special Tax Rates Analysis
- Rates & Method of Apportionment Preparation
- Boundary Map Preparation
- Review Of Resolutions & Ordinances
- Assessment District Formation
- Assessment Spread Calculation
- Engineer's Report Preparation
- Assessment Diagram Preparation
- LMD Cost Estimate Calculations
- Public Services Fiscal Impact Analysis

Annexation Services

- Project Schedule Preparation
- LMD Annexation Proceedings
- Proposition 218 Compliance
- LMD Annexation Engineer's Reporting
- CFD Annexation Proceedings
- Cost Estimate Development
- Preparation of Staff Reports
- Notice of Special Tax Preparation/Recordation
- Boundary Maps & Assessment Diagrams
- Map & Document Recordation Services



Heidi Schoeppe

Director

EDUCATION

MS, Finance, San Diego State University
BS, Business Administration, California
State University, San Marcos

YEARS OF EXPERIENCE

12 Years

AFFILIATIONS

California Society of Municipal Finance Officers
(Advisor for Professional Standards & Recognition Committee)
Government Finance Officers Association
(Member of Planning Committee for Woman's Public Finance Network)
Women in Public Finance
Committee on Assessments, Special Taxes & Other Financing Facilities
California Special District Association

Heidi Schoeppe, Director of WEBB's Municipal Finance Department, is a leader in the development of innovative solutions for the formation and administration of special financing districts for municipalities throughout California. Due to her technical skills and visionary approach, Heidi serves as a professional resource to her clients, associates, and finance teams. Speaking at conferences throughout California, writing white papers, advising clients on proposed and enacted legislation, and being called upon as an expert consultant to financing teams, allows her the opportunity to provide her clients and team with the most up-to-date information in the field of special financing districts with a focus on the needs of her clients and their constituents.

With over 12 years in the field, Heidi has managed infrastructure and services special district formations and has executed numerous bond financing and refinancing projects totaling more than \$725M in debt issuance with significant savings to her clients and their constituents. Heidi has authored disclosure, debt, and land secured special district policies staying in front of legislative updates to ensure her clients are receiving sound legal advice. Heidi specializes in providing full program management, administration, annexation, district auditing, constituent relations, and consulting services, including Proposition 218, 1972 Act Landscaping and Lighting Maintenance Districts, 1915 Act Assessment Districts, Community Facilities Districts, and 1982 Benefit Assessment Districts.

As lead consultant, Heidi served as the program manager for the Eastern Municipal Water District (EMWD), the largest issuer of land secured debt in California. In addition to serving as the program manager for EMWD, Heidi serves in the same role for the following agencies: City of Chino, City of Temecula, Riverside County, Coachella Valley Water District, and City of Tustin, as well as being the Principal-In-Charge for 15 other public agencies. She has developed expertise pertaining to various types of Special Districts.

Experience Highlights

Administration Services

- Parcel Research & Parcel Changes
- Assessment District Apportionments
- Budget Preparation & Analysis
- Annual Levy Calculation
- Annual Levy Submittal
- Rejected Parcel Research & Resubmittal
- Delinquent Parcel Research
- Property Owner Information Services
- Bond Call Analysis & Preparation
- Funds Analysis
- Assessment District Prepayment Calculations
- Special Tax District Prepayment Calculations
- Foreclosure Proceedings Coordination
- District Close-out Analysis & Recommendation
- CDIA Report Preparation & Filing
- SB 165 Report Preparation
- AB 2109 Report Preparation
- AB 1666 Compliance Review
- SB 1029 Compliance Review

Formation Services

- Maintenance & Services CFD Formations
- Public Outreach & Meeting Attendance
- CFD Report Preparation
- Special Tax Rates Analysis
- Rates & Method of Apportionment Preparation
- Boundary Map Preparation
- Review of Resolutions & Ordinances
- Assessment District Formation
- Assessment Spread Calculation
- Engineer's Report Preparation
- Assessment Diagram Preparation
- LMD Cost Estimate Calculations
- Public Services Fiscal Impact Analysis

Annexation Services

- Project Schedule Preparation
- LMD Annexation Proceedings
- Proposition 218 Compliance
- LMD Annexation Engineer's Reporting
- CFD Annexation Proceedings
- Cost Estimate Development
- Preparation of Staff Reports
- Resolutions & Ordinances
- Ballot Preparation
- Notice of Special Tax Preparation/Recordation
- Boundary Maps & Assessment Diagrams
- Map & Document Recordation Services



Charmaine McCarvel

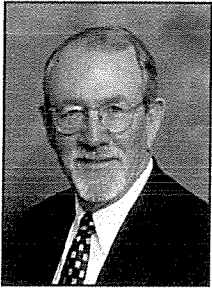
Finance Manager

YEARS OF EXPERIENCE

13 Years

Charmaine McCarvel, Finance Manager, assists municipalities with formation, annexation, financing, and annual administration services, which includes apportionments and bond payoff calculations for special financing districts. Her efforts help ensure districts continue to receive appropriate tax funding to provide much-needed community services and infrastructure.

Charmaine offers over 13 years of expertise in 1972 Act Landscaping and Lighting Maintenance Districts, 1915 Act Assessment Districts, Community Facilities Districts, Community Services Districts, and 1982 Act Benefit Assessment Districts. She has provided a full range of services including Proposition 218 compliance, dynamic client support with the preparation of annual budgets, staff reports, annual Engineer's Reports, annual disclosure reports, and legal documents required for special district formation and administration. Charmaine currently serves as Project Manager for the Cities of Chino, Corona, Desert Hot Springs, Redlands, the Western Municipal Water District, and the Mission Springs Water District providing service for nearly 40 special districts.



Paul Thompson

Principal Assessment Consultant

EDUCATION

BS, Geography, University of California,
Riverside

YEARS OF EXPERIENCE

39 Years

AFFILIATIONS

California State Municipal Finance Officers Organization
Association of Environmental Professionals Past President
Inland Empire Chapter
City of Redlands Planning Commission
Past Member and Chairman

Paul Thompson is a Principal Assessment Consultant in the Municipal Finance Department at WEBB. Paul specializes in formation assistance, tax roll billing, and annual administration of special districts on behalf of government agencies to secure funding for emergency services, infrastructure, and educational and parks facilities which positions him as a highly sought-after technical advisor for large scale and difficult projects. Through his expert experience, Paul is also responsible for training and mentoring members of the team whose goal and purpose is to develop innovative solutions to better serve the needs of clients.

With over 39 years of experience, Paul's impressive breadth of knowledge ranges from development of methods of assessment apportionment, preparation of assessment rolls, legal descriptions, deeds, easements, assessment spreads, boundary maps, assessment diagrams, Assessment Engineer's Reports, and Debt Limit Reports to Special Tax formulas for Community Facilities Districts. He is adept in coordinating the formation of Assessment Districts between future tenants, public agencies, and regulatory agencies, to address the needs of the vast majority of landowners. Paul is respected throughout the industry for his ability to secure property owners' agreements to form Assessment Districts with minimal protest.

Paul has a BS in Geography and courses in Special Assessment Proceedings in California, Environmental Planning, and Control. He is a past member and Chairman for the City of Redlands Planning Commission, and past President for the Association of Environmental Professionals, Inland Empire Chapter. Paul has been a guest lecturer at Cal Poly Pomona in "Resource Management Systems" and "Environmental Review Process."



Matt Chesney

Finance Manager

EDUCATION

BA, Business Administration, University of California - Riverside

YEARS OF EXPERIENCE

3 Years

AFFILIATIONS

California Society of Municipal Finance Officers
Committee on Assessments, Special Taxes & Other Financing Facilities

As a Finance Manager at WEBB, Matt Chesney is responsible for providing administration, formation, annexation, and consulting services for hundreds of special financing districts for the Coachella Valley Water District, Eastern Municipal Water District (EMWD), City of Chino, City of Tustin, City of Temecula, City of Santee, and County of Riverside. Matt's attention to detail ensures each special financing district operates smoothly while reducing the burden placed upon public agency staff.

Matt has provided administration, formation, annexation, and consulting services of 1915 Act Assessment Districts, 1982 Mello-Roos Act Community Facilities Districts, and 1972 Act Landscaping and Lighting Maintenance Districts. During Fiscal Year 2016-17, he and the team were responsible for the placement of more than 63,500 charges on the tax roll generating more than \$44 million in special tax and special assessment revenues. Matt provides comprehensive special financing district administration services which includes, but is not limited to the preparation of annual budgets, preparation of required annual continuing disclosure, CDIAC, SB 165, and AB 2109 reports and research including parcel changes, building permit issuance, delinquency tracking, and legislative updates affecting municipalities.

As Assistant Project Manager for EMWD, Matt is fully engaged with forming new CFDs to fund the construction of sewer and water improvements for new homes. Clients particularly benefit from Matt's skills in the comprehensive program management of special financing districts. In the case of EMWD, Matt plays an integral role in the operation of the agency's CFD program from formation to bond sale, all the way through administration and maturity of the bonds. This highly customized service has enabled EMWD to become one of WEBB's largest clients and the largest issuer of land-secured municipal bonds in California.



David Messenger

Assistant Financial Analyst

EDUCATION

BA, Business Administration, California Baptist University

YEARS OF EXPERIENCE

6 Years

AFFILIATIONS

Committee on Assessments, Special Taxes & Other Financing Facilities

With over six years of public agency experience in finance, David brings a high level of analytical skill to the WEBB Municipal Finance Team. As an Assistant Financial Analyst, David has been an integral member of many client teams for the Department, assisting with comprehensive administration, bond issuances, formations, and other special projects.

David's responsibilities include, but are not limited to budget review and recommendation, annual enrollment calculation and submittal, compliance report preparation, Engineer's Report and assessment diagram preparation, and property owner information services.

David has been a vital component to WEBB's Municipal Finance Team, supporting the administration of over 70 CFDs, LLMDs, and ADs for agencies such as the City of Riverside, Jurupa Community Services District, and Edgemont Community Services District. David has developed an adept knowledge of data and technology which are used throughout the Special Tax district administration process and has been responsible for generating GIS KML files which visually represent taxing jurisdictions. His proven attention to detail and strong work ethic, along with his friendly and diligent nature, make him an asset to the company and the clients for which he provides assistance.



Nanette Pratini, GISP

GIS Specialist
GIS Certification No. 30910

EDUCATION

MS, Ecology, University of California, Davis
BS, Wildlife & Fisheries Biology, University of California, Davis

YEARS OF EXPERIENCE

25 Years

AFFILIATIONS

ESRI Inland User Group
Society for Conservation GIS

Nanette Pratini is an expert in Geographic Information Systems (GIS) at WEBB with extensive training and experience. She uses state-of-the art GIS technology to prepare maps for presentations and documents, creating 3D visualizations, and performing analyses and modeling of geospatial data, all of which greatly assist the public financing industry by providing real time visual information to clients.

Nanette has 25 years of experience in GIS and was involved in several groundbreaking GIS applications for the University of California and the Bureau of Land Management. She also coordinates with associates in Information Systems, Engineering, Planning, and Hydrology to integrate GIS into workflows and web-based delivery systems for our clients. She has developed relationships with several local agencies and is familiar with their GIS-related policies and procedures. She is also responsible for maintaining the accuracy and integrity of GIS data for various public agencies, integrating CAD-based drawings with GIS, creating data standards, and training WEBB GIS users.



Thanh Ly

Senior Database Administrator

EDUCATION

Comptia A+, Server+, Network+, I-Net+, CWI Associate

YEARS OF EXPERIENCE

21 Years

AFFILIATIONS

Institute of Electrical and Electronics Engineer
SQL PASS

As a Senior Database Administrator at WEBB, Thanh Ly was the architect who developed and deployed WebbSTAR™, a creative proprietary enterprise Municipal Finance database software solution used by WEBB's Municipal Finance Team to administer and levy property taxes for millions of parcels annually within the Counties of Riverside, San Bernardino, Orange, and San Diego with over 1.75 TB in data and growing.

With over 21 years of experience in information technology and a strong focus on data, enterprise databases, and software development, Thanh has developed an adept knowledge of data and technology which surrounds the special tax industry.

At WEBB, Thanh also acts as project manager, technical lead, solution architect, and full-stack developer on various database and software development projects using Microsoft .NET, C#, ASP.NET, MVC, Entity Framework, SQL, HTML, CSS, JavaScript, VB.NET, Silverlight, WCF RIA Services, Web Services, and automation packages with SQL Server Integration Services (SSIS) to Extract, Transform, and Load (ETL) data between systems, vendor APIs, etc.

Thanh has been a vital component to WEBB's Municipal Finance Team, supporting the development, deployment, and support of WebbSTAR™. His proven attention to detail and strong work ethic, along with his diligent nature, makes him an asset to municipalities for which he provides assistance.