

FIRST AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

WEBB MUNICIPAL FINANCE, LLC

RFQ/RFP 1680 – Assessment Engineer Services

THIS FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“First Amendment”) is made and entered into this _____ day of _____, 2020, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and WEBB MUNICIPAL FINANCE, LLC, a California limited liability company (“Consultant”), with respect to the following:

RECITALS

WHEREAS, the City and Consultant entered into that certain Professional Consultant Services Agreement dated July 25, 2017 (“Agreement”); and

WHEREAS, the City has been satisfied with Consultant’s performance under the Agreement and desires to have Consultant continue providing the services referenced in that Agreement; and

WHEREAS, the City and Consultant have agreed to additional program management support services, increase agreement limit, and modification of agreement expiration date, for the additional services.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

1. Section 1, Scope of Services, is hereby amended to add the additional services set out in Exhibit “A-1,” attached hereto and incorporated herein by reference.

2. Section 2, Term, is hereby extended to March 31, 2022.

3. Section 3, Compensation/Payment is hereby amended to increase the compensation by an additional One Hundred Forty-Six Thousand Six Hundred Dollars (\$146,600), bringing the amended agreement amount to Five Hundred Twenty-Two Thousand Three Hundred Thirty-One Dollars (\$522,331), as shown in Exhibit “B-1,” attached hereto and incorporated herein by reference.

4. All other terms and conditions of the 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 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

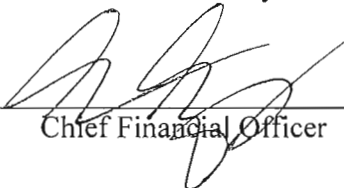
WEBB MUNICIPAL FINANCE, LLC,
a California limited liability company

By: 
Its: President/Managing Director

Attest: _____
Colleen J. Nicol
City Clerk

By: _____
Its: _____

Certified as to Availability of Funds:

By: 
Chief Financial Officer

Approved as to Form:

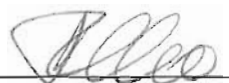
By: 
Rosemary Koo
Senior Deputy City Attorney

EXHIBIT “A-1”

SCOPE OF SERVICES

SERVICES RELATED TO SPECIAL DISTRICT PROGRAM MANAGEMENT

A. Enhanced Delinquency Services – As necessary, WEBB will review any remaining payment requests provided by Tower Capital Management to the City to ensure accuracy of paid installments, interest, and penalties. WEBB will monitor delinquency rates for all Districts, and pending data availability, providing the City with quarterly delinquency percentages and foreclosure recommendations. If foreclosure proceedings are required, WEBB will also work with City Staff to coordinate with a foreclosure attorney and ensure parcels are monitored frequently throughout the process and required information is provided to the attorney.

B. Gathering of Information - WEBB will coordinate with the Finance Team, (Financial Advisor, Bond Counsel, Appraiser, and Underwriter) in gathering information relevant to any new Formations, Bond Sales and/or other CFD, LMD and AD related projects/items. WEBB will provide comprehensive updates regarding all activities, as requested.

C. Agenda and Report Preparation - WEBB will work with staff to prepare the necessary Staff Reports and Exhibits for City Staff meetings, Finance Committees, and City Council Meetings for matters related to Special Districts.

D. Developer Coordination - WEBB will communicate with the development community regarding formation and bond sale applications, development status updates, and other consulting projects, and notify them when their projects are scheduled to be processed as it relates to Special District matters.

E. Quarterly Report - WEBB will prepare and present a Quarterly Report to City Staff. This report will include an overview of all activity occurring within the quarter and provide an outlook to the next quarter.

F. No-Levy Special Tax District Maintenance - WEBB will monitor and address any issues or questions related to Special Districts where bonds have not yet been issued and no tax is currently being assessed.

SERVICES RELATED TO ASSESSMENT APPORTIONMENT CLEAN-UP

WEBB will review all Assessment Districts for which bonds are outstanding. Upon review, if parcel changes are found, WEBB will prepare an amended assessment spread and diagram for each Assessment District, detailing the unpaid portions of the original assessment along with the amount of the unpaid assessment allocated to the changed parcel(s). The amended assessment diagram will provide for newly assigned assessment numbers for the changed parcel(s). WEBB will coordinate with the City to proceed using the hearing method of apportionment assessment as no applications have been received. Upon Council approval of the amended assessment report and diagram, WEBB will record the amended assessment diagram with the County of Riverside.

SERVICES RELATED TO CITYWIDE CFD FORMATION

A. Kickoff Meeting and Gathering Information- WEBB will work to establish lines of communication and gain understanding of the specific goals, components and criteria to meet the City's needs. WEBB will meet with the City's Staff, legal counsel, team of consultants and project proponents to confirm the CFD's schedule of events, procedural and financial considerations, establish the appropriate land use classifications and discuss and identify the boundaries of the proposed CFD.

B. Rate and Method of Apportionment and Public Report Preparation- WEBB will prepare a proposed Rate and Method of Apportionment (RMA) that takes into consideration the various land use classifications, maintenance categories, and provides the necessary flexibility for a variety of developments to be included in the City. The RMA will take into consideration: clarity of language in the definition of terms, ability of the property to be assigned to different tax classifications, and presence of a mechanism to levy taxes in the event of a change in projects and usage. WEBB will also prepare the CFD public report, including a description of the maintenance services to be performed and projected annual special tax.

C. Boundary Map- WEBB's team of engineers and GIS Specialists will prepare the Boundary Map illustrating the boundaries of territory proposed for inclusion in the district capturing the entirety of any parcel subject to taxation by the proposed district. The map shall meet the requirements of the Mello-Roos Act and the Riverside County Recorder's Office. Additionally, WEBB will record the map with the Recorder's Office. WEBB will also prepare a Citywide Annexation Area map.

D. Ongoing Support – Upon formation of a new district, WEBB will provide equivalent annual assessment engineering and levying services consistent with the applicable year of the original RFP schedule.

In addition to the previously mentioned formation services WEBB will also determine the Special Tax spread, assist with the Landowner Election, and assist with preparing the Notice of Special Tax lien.

SERVICES RELATED TO NEW CFD FORMATION

A. Kickoff Meeting and Gathering Information- WEBB will work with the City to establish lines of communication and gain understanding of the specific goals, components and criteria to meet the City's needs. WEBB will meet with the City's Staff, legal counsel, team of consultants and project proponents to confirm the CFD's schedule of events, procedural and financial considerations, establish the appropriate land use classifications and discuss and identify the boundaries of the proposed CFD.

B. Rate and Method of Apportionment and Public Report Preparation- WEBB will prepare a proposed Rate and Method of Apportionment (RMA) that takes into consideration the various land use classifications, maintenance categories, and provides the necessary flexibility for a variety of developments to be included in the City. The RMA will take into consideration: clarity of language in the definition of terms, ability of the property to be assigned to different tax classifications, and presence of a mechanism to levy taxes in the event of a change in projects and usage. WEBB will also prepare the CFD public report, including a description of the maintenance services to be performed and projected annual special tax.

C. Boundary Map- WEBB's team of engineers and GIS Specialists will prepare the Boundary Map illustrating the boundaries of territory proposed for inclusion in the district capturing the entirety of any parcel subject to taxation by the proposed district. The map shall meet the requirements of the Mello-Roos Act and the Riverside County Recorder's Office. Additionally, WEBB will record the map with the Recorder's Office.

D. Ongoing Support – Upon formation of a new district, WEBB will provide equivalent annual assessment engineering and levying services consistent with the applicable year of the original RFP schedule.

In addition to the previously mentioned formation services, WEBB will also determine the Special Tax spread, assist with the Landowner Election, and assist with preparing the Notice of Special Tax lien.

SERVICES RELATED TO CFD ANNEXATION

A. Gathering Information- WEBB will meet with the City's Staff, legal counsel, team of consultants and project proponents to confirm the annexation schedule of events, procedural and financial considerations, establish the appropriate land use classifications, and discuss and identify the boundaries of the proposed annexation.

B. Data Collection- WEBB will obtain the latest assessor's parcel maps and equalized tax roll information from the Riverside County Assessor's Office for the parcels within the proposed Districts, and Geographic Information System (GIS) shape files for our in-house GIS platform for the annexation.

C. Schedule- WEBB will coordinate with City staff to establish a schedule. WEBB will prepare a schedule, based on the City's scheduling requirements, outlining key dates, events and responsibilities adhering to statute requirements. We will review the timeline with City staff and make adjustments as needed.

D. Annexation Boundary Map- WEBB's team of engineers and GIS Specialists will prepare the Annexation Boundary Map (if needed), illustrating the boundaries of territory proposed for inclusion in the district, capturing the entirety of any parcel subject to taxation by the district. The map shall meet the requirements of the Mello-Roos Act and the Riverside County Recorder's Office. Additionally, WEBB will record the map with the Recorder's Office.

E. Notice of Special Tax Lien- WEBB will provide a list of Assessor's Parcel for the Notice of Special Tax Lien and record the Notice.

SERVICES RELATED TO NEW BOND ISSUANCE

A. Kickoff Meeting and Gathering Information- The purpose of this task is to establish lines of communication and gain understanding of the specific goals, components and criteria to meet the City's needs. WEBB will meet with the City's Staff, legal counsel, team of consultants and project proponents to confirm the CFD's schedule of events, procedural and financial considerations.

B. Data Collection- WEBB will obtain data necessary to provide comprehensive data for inclusion in the Official Statement, including the latest assessor's parcel maps and equalized tax roll information from the Riverside County Assessor's Office for the parcels within the proposed District, and Geographic Information System (GIS) shape files for our in-house GIS

platform.

C. Bond Documents Table Preparation and Review- WEBB will prepare and provide final calculation to the finance team for inclusion in the Preliminary Official Statement (POS) and Official Statement (OS) to include: i) Maximum special tax coverage; ii) Value-to-lien computations; iii) Overlapping debt table; and iv) Effective tax rate schedules. WEBB will review the POS, OS and other legal documents as they relate to any items and any tables WEBB provides.

D. Location and Area Map- WEBB will prepare a location and area map for inclusion in the POS and OS.

E. Special Tax Certificate- WEBB will review and sign the Special Tax Consultant Certificate that certifies that the maximum special tax rates are sufficient to meet debt service requirements and coverage ratios for bonds to be issued.

SERVICES RELATED TO LLMD FORMATION AND ANNEXATION

A. Timeline Preparation

For each new District formation/annexation, WEBB will prepare and provide a timeline which will identify all relevant tasks relating to the formation or annexation. The timeline will be established in accordance with all California Code requirements to ensure a smooth and efficient project.

B. Budget Preparation

Based upon information provided by the developer/property owner and City staff, WEBB will prepare a budget for the improvements associated with the formation/annexation. The budgets will identify all annual expenses incurred by the maintenance of City facilities.

C. Parcel Database Preparation

Based upon the parcels proposed to be included in the District, WEBB will establish a parcel database will include, but not be limited to, the following: special assessment information, principal assessments, acreage, square footage, classifications, land use codes, zones, dwelling units, EDU values, property owner information, situs addresses, and tract and lot numbers

D. Special Assessment Calculation

WEBB will, in accordance with the established method of assessment, calculate the annual special assessment for each parcel included in the formation/annexation.

E. Assessment Diagram Preparation

Utilizing its GIS team, WEBB will prepare the required assessment diagram in accordance with applicable California Code which will include all parcels proposed to be subject to the special assessment.

F. Final Engineer's Report and Assessment Roll

Upon successful annexation/formation, WEBB will provide the City the final Engineer's Report and assessment roll to the City. The final Engineer's Report will be executed by one of WEBB's Professional Engineers.

G. Preparation and Mailing of Notice of Public Hearing and Protest Ballots

WEBB will prepare the notice of public hearing and protest ballots required by California Code. Each ballot will be mailed to the appropriate property owner for vote regarding the establishment of the special assessments.

H. Engineer's Report Preparation

Prior to the public hearing and in accordance with the Landscaping and Lighting Act of 1972 and the California Constitution Article XIID, WEBB will prepare and file the Engineer's Report for the City's Landscape and Lighting District with the City Clerk. The Engineer's Report will include the formation or annexations budget information, the listing of improvements to be maintained by the collection of the special assessments, the benefit spread methodology, a copy of plans and specifications, an estimate of costs, an assessment diagram, and a complete listing of parcels to be assessed and their total assessments. Every report will be prepared in accordance with California Code.

WEBB's Engineer's Report will include a statement of engineer signed by a Professional Engineer verifying the accuracy of the report. The original copy of the Engineer's Report will be provided to the City along with an additional printed copy and a copy in PDF format.

I. Ballot Tabulation

WEBB will coordinate with the City Clerk or other City staff members to assist with the tabulation of the ballots.

J. Meeting Attendance

For each item requiring Council action, WEBB will attend all Council Meetings which require City Council action and will, as necessary, be available to answer questions posed by the Council, City staff, and/or the public.

K. Staff Report and Resolution Preparation

As necessary, WEBB will prepare staff reports and assist City staff/City Attorney in the preparation of the resolutions as they relate to the District formation/annexation process.

SERVICES RELATED TO CHANGE PROCEEDINGS, SIMPLE

A. Kickoff Meeting and Gathering Information- WEBB will work to establish lines of communication and gain understanding of the specific goals, components and criteria to meet the City's needs.

B. Amended Rate and Method of Apportionment and Public Report Preparation- WEBB will update a proposed Rate and Method of Apportionment (RMA) to adjust for minimal changes in verbiage and adjustment of the term of the special tax. WEBB will also prepare the CFD public report.

In addition to the previously mentioned formation services WEBB will also assist with the Landowner Election and assist with preparing the Notice of Special Tax lien.

SERVICES RELATED TO CHANGE PROCEEDINGS, COMPLEX

A. Kickoff Meeting and Gathering Information- WEBB will work to establish lines of communication and gain understanding of the specific goals, components and criteria to meet the City's needs. WEBB will meet with the City's Staff, legal counsel, team of consultants and project proponents to confirm the CFD's schedule of events, procedural and financial considerations, establish the appropriate land use classifications and discuss and identify the boundaries of the proposed CFD.

B. Amended Rate and Method of Apportionment and Public Report Preparation- WEBB will prepare a proposed Rate and Method of Apportionment (RMA) that takes into consideration the various land use classifications, maintenance categories, and provides the necessary flexibility for a variety of developments to be included in the City. The RMA will take into consideration: clarity of language in the definition of terms, ability of the property to be assigned to different tax classifications, and presence of a mechanism to levy taxes in the event of a change in projects and usage. WEBB will also prepare the CFD public report, including a description of the maintenance services to be performed and projected annual special tax.

C. Amended Boundary Map- WEBB's team of engineers and GIS Specialists will prepare the Boundary Map illustrating the boundaries of territory proposed for inclusion in the district capturing the entirety of any parcel subject to taxation by the proposed district. The map shall meet the requirements of the Mello-Roos Act and the Riverside County Recorder's Office. Additionally, we will record the map with the Recorder's Office.

In addition to the previously mentioned formation services WEBB will also determine the Special Tax spread, assist with the Landowner Election, and assist with preparing the Notice of Special Tax lien.

SERVICES RELATED TO FISCAL IMPACT ANALYSIS

A. Kickoff Meeting and Gathering Information- WEBB will meet with the City's Staff and project proponents to establish lines of communication, gain understanding of the specific project components, confirm the project's schedule of events, discuss and identify the boundaries of the subject property, and discuss procedural and financial considerations to meet the City's needs.

B. Documentation and Information Collection and Review- WEBB will provide a request(s) to City staff to collect pertinent documents and information required to prepare the Fiscal Impact Analysis (Capital Improvement Plans, Various Financial Statements, information regarding various revenue sources, Master Development Plans, Specific Plans, etc.). Webb will review documentation and information and work closely with City Staff to generate assumptions to be applied to the Fiscal Impact Analysis.

C. Fiscal Impact Analysis- WEBB will prepare a financial model that will evaluate the estimated annual revenues to be produced by and estimated annual expenditures that will be required by the proposed future development within the City. Through this analysis, WEBB will estimate the net fiscal impact of the proposed development to the City's General Fund, for providing certain services the City desires to be captured within the impact analysis. The services typically include, but are not limited to, public safety services and maintenance of various public improvements, including streets, storm drains, open space and parks.

D. Fiscal Impact Analysis Summary- WEBB will prepare a summary report outlining key findings and assumptions of the Fiscal Impact Analysis for the subject property within the City.

SERVICES RELATED TO CLOSE OUT ANALYSIS

- A. Project Schedule- WEBB will, based on the City deadlines and staff requirements prepare a project schedule determined by the project goals and criteria that meets the City's preferences. WEBB will identify and resolve any special circumstances that may be involved in the disposition of any remaining funds. WEBB will establish meeting dates consistent with the schedule to achieve project milestones.
- B. Gathering Information- WEBB will gather information germane to the project including original Engineer's Report, Special Tax Report, Official Statements, Indentures, and any other relevant documents.
- C. Fund Analysis- WEBB will review and analyze the remaining construction funds, reserve funds, and redemption funds for the special district and determine their appropriate disposition in accordance with applicable laws and district documents.
- D. Parcel List- WEBB will prepare a list of the parcels along with owner names and addresses, including appropriate refund amounts for the processing of any refunds by the City, as needed and/or if recommended.
- E. Findings Report- WEBB will prepare a Construction Fund Close-out Analysis and Finding Report.
- F. Resolutions- WEBB will assist in the preparation and review of any necessary resolutions regarding the close-out of the construction fund for the special district.

SERVICES RELATED TO PREPAYMENT

Prepayment Calculation: At the request of the District, property owner, or title company, WEBB will calculate the bond payoff amount for the requested parcel(s) and provide any additional information as requested. Services related to requests for bond payoff quotes from parties other than the District (i.e. property owners or title companies) shall be at the expense of the requesting party.

SERVICES RELATED TO JOINT COMMUNITY FACILITIES AGREEMENTS

WEBB will prepare a schedule for the JCFA to go before Council and will assist the City in gathering information from the developer needed to determine the viability of entering into a JCFA. WEBB will assist in coordinating the review of the JCFA with Bond Counsel.

SERVICES RELATED TO ASSESSMENT APPORTIONMENT

Upon receipt of the application and fee, prior to the preparation of any affected annual levy, WEBB will work with the City and the developer/property owner(s) to facilitate the completion of assessment apportionments in a timely manner in accordance with all applicable statutory provisions, using the Application Method of Assessment Apportionment. These services will include preparing and recording the amended assessment diagrams, apportioning the assessment to the affected parcels, and preparing, if needed, any disclosure documents required.

For projects not specified on Attachment B-1, compensation shall be at the hourly rates set forth on page 2 of Attachment B-1, together with reimbursement, at cost, for incidental expenses incurred in connection with such services, together with reimbursement for outside services at cost plus 15%.

EXHIBIT “B-1”
COMPENSATION

Exhibit B-1
SPECIAL PROJECTS AND ADDITIONAL SERVICES⁽¹⁾

Service	Proposed Fee ⁽²⁾
Program Management Support Services	
Program Management Support Services (Monthly Fee)	\$ 2,500
Assessment Apportionment Clean-Up ⁽³⁾	\$ 5,000
Citywide Annexable Services CFD Formation Services	
CFD Formation	\$ 20,000
Citywide Annexable Services CFD Annexation Services	
CFD Annexation	\$ 5,000
CFD Formation Services	
Single CFD Formation	\$ 20,000
Multiple Improvement Area CFD Formation (base fee)	\$ 20,000
plus an Additional Charge per Improvement Area	\$ 7,500
Bond Issuance Services	
Bond Issuance Services (per CFD/Improvement Area)	\$ 30,000
plus an Additional Charge per Improvement Area/CFD same Transaction	\$ 7,500
Lighting and Landscape Maintenance District ("LLMD") Formation Services	
Single LLMD Formation	\$ 25,000
Multiple Improvement Area LLMD Formation (base fee)	\$ 25,000
plus an Additional Charge per Improvement Area/Zone	\$ 7,000
LLMD Annexation	\$ 7,500
Change Proceedings	
Simple Change Proceedings (e.g. Change Term of Tax)	\$ 7,500
Complex Change Proceedings (e.g. Adjust Boundary, Amend Tax Rates)	\$ 20,000
Fiscal Impact Analysis	
Fiscal Impact Analysis (Services CFD)	\$ 10,000
Close Out Analysis and Report	
Close Out Analysis and Report	\$ 5,000
CFD Prepayment Services (In Part or Whole)	
CFD Prepayment Calculation Services (per Request and Parcel)	\$ 800
Joint Community Facilities Agreement Coordination	
Per Instance	\$ 1,000
Other Projects Not Listed	
Any Other Projects Not Listed are Negotiable based on Size and Scope	Negotiable
Time-and-Material based Projects	See Attached Fee Schedule

Notes:

⁽¹⁾ Most services listed above (formations, bond issuances, change proceedings, prepayments, JCFA coordination, assessment apportionment) are to be paid for through a developer/property owner deposit collected at the onset of each project and not the City's funds.

⁽²⁾ In situations where economies of scale of the project(s) are warranted, the proposed fee may be negotiated on a case by case basis based on size and scope of the project(s).

⁽³⁾ Amount will vary based upon complexity of reapportionment effort and will be billed as Time and Material NTE \$5,000 per Assessment District.

Assessment Apportionment Fees (Scale based upon Parcel Count)

Number of New Parcels	Base Fee	(plus) Fee Per Parcel	Minimum Fee
1 thru 10	\$1,500	\$50.00	\$1,750
11 thru 20	\$1,750	\$35.00	
21 thru 50	\$2,500	\$15.00	
51 thru 100	\$3,500	\$10.00	
101 thru 200	\$4,000	\$5.00	
Exceeding 200	\$4,500	\$2.50	



Exhibit B-1

FEE SCHEDULE

CLASSIFICATION	RATES \$/HOUR
<u>Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers</u>	
Principal II	240.00
Principal I	220.00
Senior III	200.00
Senior II	190.00
Senior I	180.00
Associate III	170.00
Associate II	155.00
Associate I	145.00
Assistant V	130.00
Assistant IV	120.00
Assistant III	103.00
Assistant II	88.00
Assistant I	73.00
<u>Survey Services</u>	
2-Person Survey Party.....	220.00
1-Person Survey Party.....	160.00
<u>Inspection Services</u>	
Inspector (Non-Prevailing Wage).....	110.00
Inspector (Prevailing Wage)	120.00
<u>Administrative Services</u>	
Project Coordinator	90.00
Administrative Assistant III	80.00
Administrative Assistant II	70.00
Administrative Assistant I	55.00
<u>Other Direct Expenses</u>	
Incidental Charges	Cost + 15%
Postage.....	Cost
Special Consultant	325.00/Hour
Subcontracted Services	Cost +15%
Survey/Inspection Per Diem.....	100.00/Day
Survey/Inspection Vehicle	0.81/Mile
Mileage.....	0.72/Mile

NOTE: All rates are subject to change based on annual inflation and cost of living adjustments.

*A FINANCE CHARGE of 1-1/2 % per month (18% per year) will be added to any unpaid amount commencing thirty (30) days from invoice date.
A mechanic's lien may be filed for any invoice remaining unpaid after thirty (30) days from invoice date.

SCH 38 (07/01/2014)