

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

**WEBB MUNICIPAL FINANCE, LLC**

Assessment Engineer and Special Tax Consultant Services – RFP No. 2343

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), 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”).

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 Assessment Engineer and Special Tax Consultant Services – RFP No. 2343 (“Project”).

2. **Term.** This Agreement shall be effective April 1, 2024 and shall remain in effect until March 31, 2029, unless otherwise terminated pursuant to the provisions herein. The City shall have the option to extend the Agreement for two (2) additional two-year terms, upon written notice to Consultant.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Seven Hundred Twenty-One Thousand Five Hundred Three Dollars (\$721,503.00) (for five years) 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

Finance Department  
City of Riverside  
Attn: Meline Carranza  
3900 Main Street  
Riverside, CA 92522

To Consultant

Webb Municipal Finance, LLC  
Attn: Heidi Schoeppe  
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](http://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. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. 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, descriptions, computer program data, 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, 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.

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.

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.

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, 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, military and veteran status, 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. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **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.

34.1 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.

34.2 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.

34.3 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.

35. **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

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, City and Consultant have caused this 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

WEBB MUNICIPAL FINANCE, LLC, a California limited liability company

By: \_\_\_\_\_  
Mike Futrell  
City Manager

By: Heidi Schoeppe  
Heidi Schoeppe (May 13, 2024 22:36 PDT)  
Print Name: Heidi Schoeppe  
Title: President/Managing Director

Attest: \_\_\_\_\_  
Donesia Gause  
City Clerk

Certified as to Availability of Funds:

By:   
Chief Financial Officer

APPROVED AS TO FORM:

By: Sean Murphy  
Sean B. Murphy  
Deputy City Attorney

**EXHIBIT “A”**

**SCOPE OF SERVICES**

## **EXHIBIT A**

### **Scope of Services**

#### **ADMINISTRATION – ALL DISTRICT TYPES (CFD/AD/LLMD)**

1. Maintain and update an electronic parcel levy database containing parcel basis data and annual special tax levy amounts by Assessor's Parcel Number. For CFD's and AD's, 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 properties located within the boundaries of the Assessment District or Community Facilities District, as applicable. This includes 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). Additional updates to the database shall 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.

Information from the database must be readily viewable (in a format similar to Google Earth) by City staff as needed for parcel lookup, upon request. 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.

1. Annually calculate and apportion the special taxes/assessments, as specified in the Rate and Method of Apportionment of Special Tax (RMA)/benefit analysis of the applicable assessment engineer's report. 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/Assessment Requirement.
2. 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 levy list for each District showing the amount levied by APN for annual City approval processing.
3. Provide assessment amounts/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.
4. Research parcel exceptions provided by the County and, if possible, resubmit installment amounts that are unapplied by the County Auditor/Controller's Office. 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.

5. At the City's request, attend City Council meetings, public hearings and/or staff meetings as needed for district approval process and bond financing.
6. Monitor delinquencies as required for Annual Continuing Disclosure reporting, and submit periodic delinquency reports to the City.
7. 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.
8. Prepare "Notice of Special Tax," as required by the *California Government Code*, Sections 53340.2(b) and 53341.5, as amended.
9. 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.
10. Prepare the required reporting to the California State Controller's Office *California Government Code*, Section 12463.2.
11. Perform required bond call spreads, coordinate the early redemption of outstanding bonds, release of lien processing and foreclosure coordination.
12. 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.
13. 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.
14. 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 (if requested by the City) disseminate through the Electronic Municipal Market Access (EMMA) and to any other party directed by the applicable continuing disclosure agreement.
15. Prepare any other report, for City approval, as required by any State and/or Federal Disclosure reporting requirements pertaining to each District, if applicable.
16. Review the district budgets provided by the City, and coordinate with City staff to assist with accurate cost-recovery accounting.

17. 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.
18. 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.
19. Monitor the agency's compliance with the Indenture of Trust or Fiscal Agent Agreement, as it relates to the pledge and/or flow of special tax revenues.

#### **ASSESSMENT DISTRICT ADMINISTRATION**

1. Perform necessary functions to comply with *California Revenue and Taxation Code*, Section 163.
2. Calculate written lien payoff quotes for City staff and property owners and obtain recordation document number for prepaid liens.

#### **COMMUNITY FACILITIES DISTRICT ADMINISTRATION**

1. 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.
2. Calculate written prepayment quotes for individual special tax liens, as described in the Rate and Method of Apportionment of Special Tax of by resolution.

#### **LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT ADMINISTRATION**

1. Schedule an annual kickoff 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. 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
4. Provide the City with fully executed copies, including assessment rolls and diagrams, for each Engineer's Report.

#### **SERVICES RELATED TO SPECIAL DISTRICT PROGRAM MANAGEMENT**

1. Enhanced Delinquency Services – As necessary, review any remaining payment requests provided by Tower Capital Management to the City to ensure accuracy of paid installments, interest, and penalties. Monitor delinquency rates for all Districts, and pending data availability, provide the City with quarterly delinquency percentages and foreclosure recommendations. If foreclosure proceedings are required, 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.
2. Gathering of information – 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. Provide comprehensive updates regarding all activities, as requested.
3. Agenda and Report Preparation – Work with staff to prepare the necessary staff reports and Exhibits for City staff, finance committee, and City council meetings for matters related to Special Districts.
4. Developer Coordination – 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.



5. Quarterly Report – 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.
6. No-Levy Special Tax District Maintenance – 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 CLEANUP**

Review all Assessment Districts for which bonds are outstanding. Upon review, if parcel changes are found, 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 number for the changed parcel(s). 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, record the amended assessment diagram with the County of Riverside.

### **SERVICES RELATED TO NEW CFD FORMATION**

1. Kickoff Meeting and Gathering Information – 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. 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.
2. Rate and Method of Apportionment and Public Report Preparation – 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. Prepare the CFD public report, including a description of the maintenance services to be performed and projected annual special tax.
3. Boundary Map – Prepare the Boundary Map illustrating the boundaries of territory proposed for inclusion in the district capturing the entirety of any parcel subject to the taxation by the proposed district. The map shall meet the requirements of the Mell-Roos Act and the Riverside County Recorder’s Office and must be recorded with the Recorder’s Office.
4. Ongoing Support – Upon formation of a new district, provide equivalent annual assessment and levying services consistent with the applicable year of the original RFP

schedule.

5. Determine the Special Tax spread, assist with the Landowner Election, and assist with preparing the Notice of Special Tax lien.

### **SERVICES RELATED TO NEW BOND ISSUANCE**

1. 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. 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.
2. Data Collection – 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.
3. Bond Documents Table Preparation and Review – 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. Review the POS, OS and other legal documents as they relate to any items and any tables provided.
4. Location and Area Map: Prepare a location and area map for inclusion in the POS and OS.
5. Special Tax Certificate: Review and sign the Special Tax Consultant Certificate that certifies 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**

1. Timeline Preparation: For each new District formation/annexation, 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.
2. Budget Preparation: Based upon information provided by the developer/property owner and City staff, 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.

3. Parcel Database Preparation: Based upon the parcels proposed to be included in the District, 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.
4. Special Assessment Calculation: In accordance with the established method of assessment, calculate the annual special assessment for each parcel included in the formation/annexation.
5. Assessment Diagram Preparation: Prepare the required assessment diagram in accordance with applicable California Code which will include all parcels proposed to be subject to the special assessment.
6. Final Engineer's Report and Assessment Roll: Upon successful annexation/formation, provide the City with the final Assessment Roll and Engineer's Report executed by Consultant's professional Engineer.
7. Preparation and Mailing of Notice of Public Hearing and Protest Ballots: 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.
8. 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, 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.

The 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 in PDF format.

9. Ballot Tabulation: Coordinate with the City Clerk or other City staff members to assist with the tabulation of the ballots.

### **SERVICES RELATED TO CHANGE PROCEEDINGS, SIMPLE**

1. Kickoff Meeting and Gathering Information: Establish lines of communication and gain understanding of the specific goals, components and criteria to meet the City's needs.
2. Amended Rate and Method of Apportionment and Public Report Preparation: 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. Prepare the CFD public report.

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

### **SERVICES RELATED TO CHANGE PROCEEDINGS, COMPLEX**

1. Kickoff Meeting and Gathering Information: Establish lines of communication and gain understanding of the specific goals, components and criteria to meet the City's needs. 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.
2. Amended Rate and Method of Apportionment and Public Report Preparation: 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. Additionally, prepare the CFD public report, including a description of the maintenance services to be performed and projected annual special tax.
3. Amended Boundary Map: 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. The map must be filed with the Recorder's Office.
4. In addition to the previously mentioned formation services, 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**

1. Kickoff Meeting and Gathering Information: 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.
2. Documentation and Information Collection and Review: 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.).

Review documentation and information and work closely with City Staff to generate assumptions to be applied to the Fiscal Impact Analysis.

3. **Fiscal Impact Analysis:** 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, 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.
4. **Fiscal Impact Analysis Summary:** prepare a summary report outlining key findings and assumptions of the Fiscal Impact Analysis for the subject property within the City.

### **SERVICES RELATED TO CLOSEOUT ANALYSIS**

1. **Project Schedule:** Prepare a project schedule determined by the project goals and criteria that meets the City's preferences. Identify and resolve any special circumstances that may be involved in the disposition of any remaining funds. Establish meeting dates consistent with the schedule to achieve project milestones.
2. **Gathering Information:** Gather information germane to the project including original Engineer's Report, Special Tax Report, Official Statements, Indentures, and any other relevant documents.
3. **Fund Analysis:** 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.
4. **Parcel List:** 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.
5. **Findings Report:** Prepare a Construction Fund Close-out Analysis and Finding Report.
6. **Resolutions:** 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 City, property owner, or title company, 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 City (i.e. property owners or title companies) shall be at the expense of the requesting party.

**SERVICES RELATED TO JOINT COMMUNITY FACILITIES AGREEMENTS**

Prepare a schedule for the JCFA to go before Council and assist the City in gathering information from the developer needed to determine the viability of entering into a JCFA. 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, 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.

**EXHIBIT "B"**  
**COMPENSATION**

**City of Riverside**  
**Exhibit D - Detailed Fee Schedule**  
**Fee Schedule 1 - District Administration**

District	Year 1	Year 2	Year 3	Year 4	Year 5
88-1 Highlander LMD	\$4,843.00	\$4,939.86	\$5,038.66	\$5,139.43	\$5,242.22
County Service Area 152	\$6,081.00	\$6,202.62	\$6,326.67	\$6,453.21	\$6,582.27
Riverwalk LMD	\$4,843.00	\$4,939.86	\$5,038.66	\$5,139.43	\$5,242.22
Street Lighting Assessment*	\$12,296.00	\$12,541.92	\$12,792.76	\$13,048.61	\$13,309.59
92-1 Sycamore Canyon Bus Park	\$5,518.00	\$5,628.36	\$5,740.93	\$5,855.75	\$5,972.86
2021-3 Bridle Ridge	\$5,518.00	\$5,628.36	\$5,740.93	\$5,855.75	\$5,972.86
2021-2 Riverpointe Park Place	\$5,518.00	\$5,628.36	\$5,740.93	\$5,855.75	\$5,972.86
2015-2 Pomelo	\$5,518.00	\$5,628.36	\$5,740.93	\$5,855.75	\$5,972.86
2015-1 Orangecrest Grove	\$5,518.00	\$5,628.36	\$5,740.93	\$5,855.75	\$5,972.86
2014-2 Highlands	\$5,518.00	\$5,628.36	\$5,740.93	\$5,855.75	\$5,972.86
2013-1 Kunny Ranch	\$5,518.00	\$5,628.36	\$5,740.93	\$5,855.75	\$5,972.86
2006-1 Riverwalk Vista IA #2	\$5,518.00	\$5,628.36	\$5,740.93	\$5,855.75	\$5,972.86
2006-1 Riverwalk Vista IA #1	\$5,518.00	\$5,628.36	\$5,740.93	\$5,855.75	\$5,972.86
2004-1 Galleria at Tyler	\$3,266.00	\$3,331.32	\$3,397.95	\$3,465.91	\$3,535.22
Hunter Business Park	\$8,896.00	\$9,073.92	\$9,255.40	\$9,440.51	\$9,629.32
Riverside Auto Center	\$4,053.00	\$4,134.06	\$4,216.74	\$4,301.08	\$4,387.10
Riverwalk	\$5,518.00	\$5,628.36	\$5,740.93	\$5,855.75	\$5,972.86
Riverwalk Business Center	\$4,843.00	\$4,939.86	\$5,038.66	\$5,139.43	\$5,242.22
Special District Program Management	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Contingency on New District Formation**	\$5,518.00	\$5,628.36	\$5,740.93	\$5,855.75	\$5,972.86
Total Per Year	\$139,819.00	\$142,015.38	\$144,255.69	\$146,540.80	\$148,871.62
Grand Total					\$721,502.49

\* Amount includes \$3,849 for GIS research  
\*\*Per new CFD, per year.



City of Riverside Exhibit D - Detailed Fee Schedule Optional to Extend 1			
District	Year 6	Year 7	Year 9
88-1 Highlander LMD	\$5,347.06	\$5,454.00	\$5,674.35
County Service Area 152	\$6,713.92	\$6,848.19	\$7,124.86
Riverwalk LMD	\$5,347.06	\$5,454.00	\$5,674.35
Street Lighting Assessment*	\$13,575.78	\$13,847.29	\$14,406.72
92-1 Sycamore Canyon Bus Park	\$6,092.32	\$6,214.16	\$6,465.22
2021-3 Bridle Ridge	\$6,092.32	\$6,214.16	\$6,465.22
2021-2 Riverpointe Park Place	\$6,092.32	\$6,214.16	\$6,465.22
2015-2 Pomelo	\$6,092.32	\$6,214.16	\$6,465.22
2015-1 Orangecrest Grove	\$6,092.32	\$6,214.16	\$6,465.22
2014-2 Highlands	\$6,092.32	\$6,214.16	\$6,465.22
2013-1 Kunny Ranch	\$6,092.32	\$6,214.16	\$6,465.22
2006-1 Riverwalk Vista IA #2	\$6,092.32	\$6,214.16	\$6,465.22
2006-1 Riverwalk Vista IA #1	\$6,092.32	\$6,214.16	\$6,465.22
2004-1 Galleria at Tyler	\$3,605.93	\$3,678.05	\$3,826.64
Hunter Business Park	\$9,821.90	\$10,018.34	\$10,423.08
Riverside Auto Center	\$4,474.84	\$4,564.34	\$4,748.74
Riverwalk	\$6,092.32	\$6,214.16	\$6,465.22
Riverwalk Business Center	\$5,347.06	\$5,454.00	\$5,674.35
Special District Program Management	\$30,000.00	\$30,000.00	\$30,000.00
Contingency on New District Formation**	\$6,092.32	\$6,214.16	\$6,465.22
Total Per Year	\$150,674.73	\$153,674.03	\$158,670.46
Grand Total		\$304,348.76	\$314,817.97

\*Amount includes GIS research.  
\*\*Per new CFD, per year.

City of Riverside Exhibit D - Detailed Fee Schedule Optional to Extend 2			
District	Year 8	Year 9	Year 9
88-1 Highlander LMD	\$5,563.08	\$5,674.35	\$5,674.35
County Service Area 152	\$6,985.16	\$7,124.86	\$7,124.86
Riverwalk LMD	\$5,563.08	\$5,674.35	\$5,674.35
Street Lighting Assessment*	\$14,124.24	\$14,406.72	\$14,406.72
92-1 Sycamore Canyon Bus Park	\$6,338.45	\$6,465.22	\$6,465.22
2021-3 Bridle Ridge	\$6,338.45	\$6,465.22	\$6,465.22
2021-2 Riverpointe Park Place	\$6,338.45	\$6,465.22	\$6,465.22
2015-2 Pomelo	\$6,338.45	\$6,465.22	\$6,465.22
2015-1 Orangecrest Grove	\$6,338.45	\$6,465.22	\$6,465.22
2014-2 Highlands	\$6,338.45	\$6,465.22	\$6,465.22
2013-1 Kunny Ranch	\$6,338.45	\$6,465.22	\$6,465.22
2006-1 Riverwalk Vista IA #2	\$6,338.45	\$6,465.22	\$6,465.22
2006-1 Riverwalk Vista IA #1	\$6,338.45	\$6,465.22	\$6,465.22
2004-1 Galleria at Tyler	\$3,751.61	\$3,826.64	\$3,826.64
Hunter Business Park	\$10,218.71	\$10,423.08	\$10,423.08
Riverside Auto Center	\$4,655.62	\$4,748.74	\$4,748.74
Riverwalk	\$6,338.45	\$6,465.22	\$6,465.22
Riverwalk Business Center	\$5,563.08	\$5,674.35	\$5,674.35
Special District Program Management	\$30,000.00	\$30,000.00	\$30,000.00
Contingency on New District Formation**	\$6,338.45	\$6,465.22	\$6,465.22
Total Per Year	\$156,147.51	\$158,670.46	\$158,670.46
Grand Total		\$314,817.97	\$314,817.97

\*Amount includes GIS research.  
\*\*Per new CFD, per year.

City of Riverside Exhibit D - Detailed Fee Schedule Fee Schedule 2 - Program Management		
Service <sup>(1)(2)</sup>	Proposed Fee <sup>(3)</sup>	
<b>Program Management Support Services</b>		
Assessment Apportionment Cleanup <sup>(4)</sup>	\$5,000.00	
<b>CFD Formation &amp; Annexation Services</b>		
CFD Formation (Single CFD & Multiple Improvement Area CFD) plus an additional fee per Improvement Area	\$20,000.00 \$7,500.00	
<b>Bond Issuance Services</b>		
New Bond Issuance (per CFD/Improvement Area) plus an additional charge per CFD/Improvement Area same transaction	\$30,000.00 \$7,500.00	
<b>LLMD Formation Services</b>		
Single LLMD Formation	\$25,000.00	
Multiple Improvement Area LLMD Formation plus an additional fee per Improvement Area/Zone	\$25,000.00 \$7,000.00 \$7,500.00	
<b>Change Proceeding Services</b>		
Simple (e.g. change term of tax)	\$7,500.00	
Complex (e.g. adjust boundary, amend tax rates)	\$20,000.00	
<b>Fiscal Impact Analysis</b>		
Services CFD	\$10,000.00	
<b>Closeout Analysis</b>		
Closeout Analysis and Report	\$5,000.00	
<b>CFD Prepayment Services (In Part or Whole)</b>		
Prepayment Calculation (per request and parcel)	\$800.00	
<b>Joint Community Facilities Agreement Services</b>		
Coordination	\$1,000.00	

**Assessment Apportionment Services (scale based upon parcel count)**

Number of New Parcels	Base Fee	Additional Fee Per Parcel	Minimum Fee
1 thru 10	\$1,500.00	\$50.00	\$1,750.00
11 thru 20	\$1,750.00	\$35.00	
21 thru 50	\$2,500.00	\$15.00	
51 thru 100	\$3,500.00	\$10.00	
101 thru 200	\$4,000.00	\$5.00	
Exceeding 200	\$4,500.00	\$2.50	

<sup>(1)</sup> These services are provided on an as needed basis.

<sup>(2)</sup> 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.

<sup>(3)</sup> 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).

<sup>(4)</sup> Amount will vary based upon the complexity of the apportionment effort and will be billed as Time and Material NTE \$5,000 per Assessment District.

Proposed Key Personnel Hourly Rates <sup>(1)</sup>	Position Titles	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9			
		Fee		Fee		Fee		Fee		Fee		Fee		Fee		Fee		Fee		Fee	
	Principal II	\$302.00	per hour	\$308.04	per hour	\$314.20	per hour	\$320.48	per hour	\$326.89	per hour	\$333.43	per hour	\$340.10	per hour	\$346.90	per hour	\$353.84	per hour	\$360.92	per hour
	Principal I	\$287.00	per hour	\$292.74	per hour	\$298.59	per hour	\$304.57	per hour	\$310.66	per hour	\$316.87	per hour	\$323.21	per hour	\$329.67	per hour	\$336.27	per hour	\$342.99	per hour
	Senior III	\$272.00	per hour	\$277.44	per hour	\$282.99	per hour	\$288.65	per hour	\$294.42	per hour	\$300.31	per hour	\$306.32	per hour	\$312.44	per hour	\$318.69	per hour	\$325.07	per hour
	Senior II	\$259.00	per hour	\$264.18	per hour	\$269.46	per hour	\$274.85	per hour	\$280.35	per hour	\$285.96	per hour	\$291.68	per hour	\$297.51	per hour	\$303.46	per hour	\$309.53	per hour
	Senior I	\$250.00	per hour	\$255.00	per hour	\$260.10	per hour	\$265.30	per hour	\$270.61	per hour	\$276.02	per hour	\$281.54	per hour	\$287.17	per hour	\$292.91	per hour	\$298.77	per hour
	Associate III	\$253.00	per hour	\$258.06	per hour	\$263.22	per hour	\$268.49	per hour	\$273.86	per hour	\$279.33	per hour	\$284.92	per hour	\$290.62	per hour	\$296.43	per hour	\$302.35	per hour
	Associate II	\$220.00	per hour	\$224.40	per hour	\$228.89	per hour	\$233.47	per hour	\$238.14	per hour	\$242.90	per hour	\$247.76	per hour	\$252.71	per hour	\$257.77	per hour	\$262.93	per hour
	Associate I	\$210.00	per hour	\$214.20	per hour	\$218.48	per hour	\$222.85	per hour	\$227.31	per hour	\$231.86	per hour	\$236.49	per hour	\$241.22	per hour	\$246.05	per hour	\$250.97	per hour
	Assistant V	\$189.00	per hour	\$192.78	per hour	\$196.64	per hour	\$200.57	per hour	\$204.58	per hour	\$208.67	per hour	\$212.84	per hour	\$217.10	per hour	\$221.44	per hour	\$225.87	per hour
	Assistant IV	\$170.00	per hour	\$173.40	per hour	\$176.87	per hour	\$180.41	per hour	\$184.01	per hour	\$187.69	per hour	\$191.45	per hour	\$195.28	per hour	\$199.18	per hour	\$203.15	per hour

Miscellaneous Fees	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9		
	Fee		Fee		Fee		Fee		Fee		Fee		Fee		Fee		Fee		
List																			
N/A																			
N/A																			
N/A																			
N/A																			
N/A																			

<sup>(1)</sup> The hourly rates are provided as an estimated guide for ad-hoc research/projects that may come up outside of the established Exhibit A (Scope of Services). The total cost is contingent upon a separate scope of services, which may be incorporated by a Supplemental Agreement on a project-by-project basis.

**EXHIBIT "C"**

**KEY PERSONNEL**

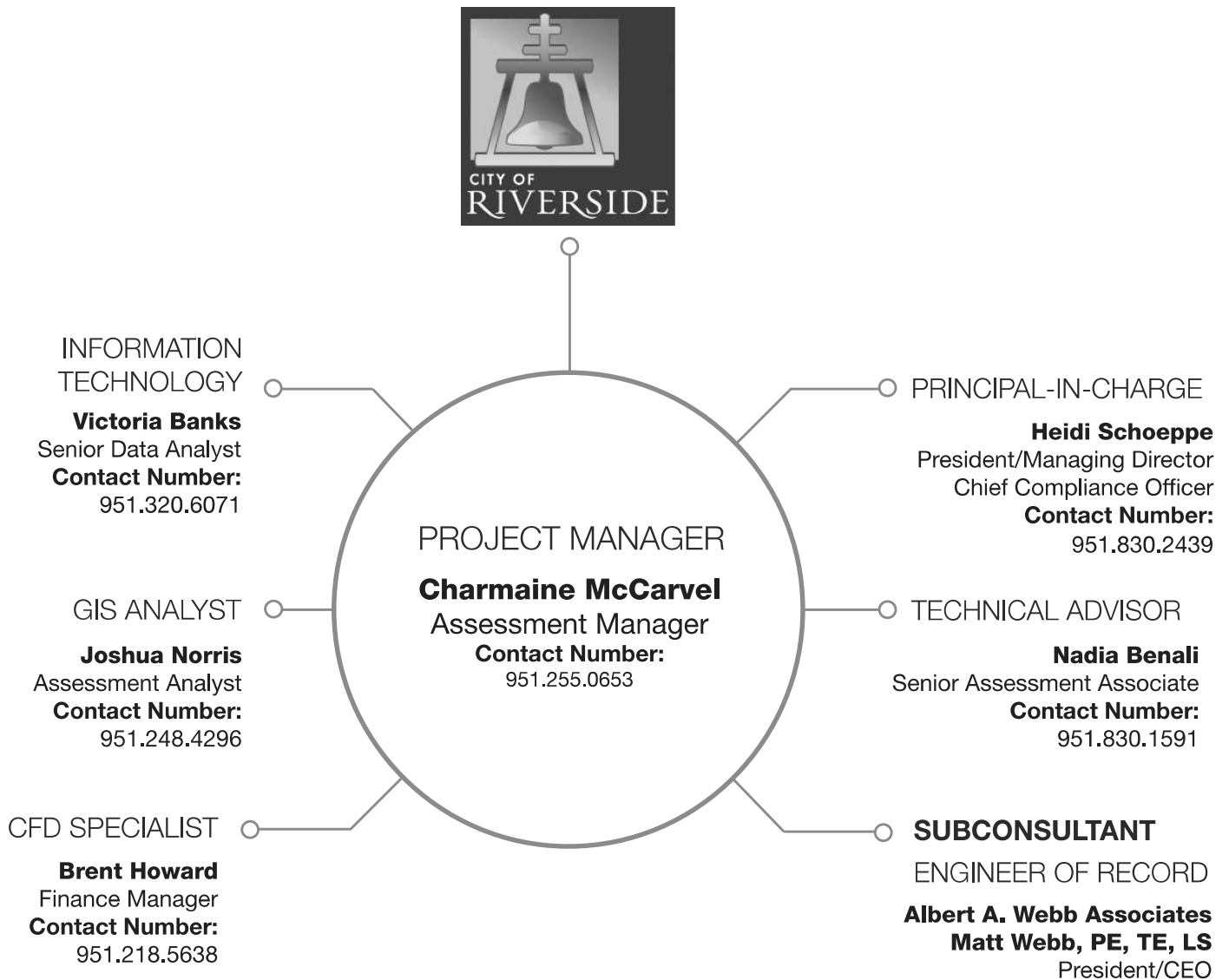
# Section D. Company Personnel

WMF has the in-house expertise to address the needs of cities, water and special districts, counties, regional agencies, municipal finance agencies, residential developers, commercial/industrial developers, and our partner firms within the industry. The firm's accomplishments are evident in regional infrastructure systems, planning programs, and land developments of various sorts.

The WMF Team consists of senior level professionals who consistently provide these services on a regular basis. An experienced professional will always have in-depth knowledge of each project task. This improves overall project management, reduces the opportunity for costly mistakes and delays, and allows our staff to continue to provide very effective and efficient services to the City.

## ORGANIZATIONAL CHART

The following provides an overview of the key personnel that will be responsible for the City's project.



*The Project Manager will be able to return phone calls, emails, and provide necessary answers within two business days.*

*Complete Resumes have been submitted in our separate Appendix.*

# Personnel Resumes

**Project Role:**  
Principal-in-Charge

**Title:**  
President/Managing Director  
Chief Compliance Officer

**Years of Experience:**  
19 Years

**Education:**  
MS, Finance  
San Diego State University  
  
BS, Business Administration  
California State University,  
San Marcos  
  
Special District Association

**Contact Number:**  
951.830.2439

## **HEIDI SCHOEPPE**

*REGISTERED PRINCIPAL MUNICIPAL ADVISOR REPRESENTATIVE*

Heidi Schoeppe 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 sound approach, Heidi serves as a professional resource to her clients, associates, and finance teams.

Speaking at conferences throughout California, informing 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 19 years in the field, Heidi has managed infrastructure and services special financing district formations and has participated in numerous bond financing and refinancing projects totaling more than \$1B in debt issuance, providing significant savings to her clients and their constituents. Heidi has authored disclosure, debt, and land secured special financing district policies, staying in front of legislative updates to ensure her clients are receiving sound advice. Heidi specializes in providing full program management, administration, annexation, district auditing, constituent relations, and consulting services including Proposition 218, Landscaping and Lighting Act of 1972, Municipal Improvement Act of 1913, Improvement Bond Act of 1915, and Mello Roos Act of 1982, and Benefit Assessment Act of 1982.

**Project Role:**  
Project Manager

**Title:**  
Assessment Manager

**Years of Experience:**  
19 Years

**Affiliations:**  
California Society of Municipal  
Finance Officers

**Office Location:**  
3788 McCray Street  
Riverside, CA 92506

**Contact Number:**  
951.255.0653

## **CHARMAINE McCARVEL**

*ASSESSMENT MANAGER*

Charmaine McCarvel, Assessment 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 19 years of expertise in the Landscaping and Lighting Act of 1972, the Municipal Improvement Act of 1913, the Improvement Bond Act of 1915, the Mello-Roos Community Facilities Districts Act of 1982, and the Benefit Assessment Act of 1982. 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, annexation, and administration. Charmaine currently serves as Project Manager for the Cities of Riverside Desert Hot Springs, Chino, Lindsay, Temecula, Tustin, Redlands, Town of Yucca Valley, the Hi-Desert Water District, and the Mission Springs Water District providing service for over 300 special districts.

# Project Support



## Matthew Webb, PE, TE, LLS

Albert A. Webb Associates

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

41 Years

### AFFILIATIONS

American Society of Civil Engineers

International Right-of-Way Association

Institute of Transportation Engineers

Tau Beta Pi Engineering Society

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 four 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 Landscaping and Lighting Act of 1972, Assessment Districts formed under the Municipal Improvement Act of 1913, the Improvement Bond Act of 1915, and the Benefit Assessment Act of 1982, Mello-Roos Community Facilities Act of 1982.

Matthew serves as assessment engineer to 13 agencies. His breadth of knowledge, standard of care, 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 Rialto, Street Light District No. 1
- City of Rialto, Landscape Maintenance District No. 1
- City of Rialto, Landscape and Lighting Maintenance District No. 2
- Town of Yucca Valley, Landscape Maintenance District No. 1
- Town of Yucca Valley, Street and Drainage District No. 1