

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 7/7/15

**SUBMITTAL TO THE FLOOD CONTROL AND
 WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

602B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
 July 21, 2015

SUBJECT: Approval of Multi-Year Administrative Services Agreement of the NPDES Assessment Programs and Lake Elsinore (Zone 3) Benefit Assessment District Programs; 5 years, [\$237,500 total]; [\$47,500 for FY2015/16]; [\$47,500 for FY2016/17]; [\$47,500 for FY2017/18]; [\$47,500 for FY2018/19]; [\$47,500 for FY2019/20]; District Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the multi-year Administrative Services Agreement between the District and Albert A. Webb and Associates (Consultant); and
2. Authorize the Chairman to execute the Agreement on behalf of the District.

BACKGROUND:

Summary

The multi-year Consulting Services Agreement (Agreement) sets the terms and condition by which the Consultant will provide services for the administration of the District's NPDES Benefit Assessment and Lake Elsinore (Zone 3) Benefit Assessment Programs.

Continued of Page 2

AMR:bjp
 P8/171303

WARREN D. WILLIAMS
 General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 47,500	\$ 47,500	\$ 237,500	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 47,500	\$ 47,500	\$ 237,500	\$ N/A	
SOURCE OF FUNDS: See Source of Funds on Page 2				Budget Adjustment: No	
				For Fiscal Year: 15/16-19/20	

C.E.O. RECOMMENDATION:

APPROVE

BY:
 Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FISCAL PROCEDURES APPROVED
 JEANINE J. REY, FINANCE DIRECTOR
 BY: JEANINE J. REY
 DATE: 7/7/15

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

11-2

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FORM 11: Approval of Multi-Year Administrative Services Agreement of the NPDES Assessment Programs and Lake Elsinore (Zone 3) Benefit Assessment District Programs; 5 years, [\$237,500 total]; [\$47,500 for FY2015/16]; [\$47,500 for FY2016/17]; [\$47,500 for FY2017/18]; [\$47,500 for FY2018/19]; [\$47,500 for FY2019/20]; District Funds 100%

DATE: July 21, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The District has and will continue to establish assessment districts pursuant to the Municipal Improvement Act of 1913; the Benefit Assessment Act of 1982 and/or benefit assessment districts pursuant to the District Act and to sell and issue bonds pursuant to the Improvement Bond Act of 1915 and the District Act. As such, assessment/improvement districts and/or benefit assessment districts/programs for the Santa Ana, Santa Margarita and Whitewater Watersheds require administrative services for the calculation, apportionment and collection of assessments levied in those districts and watersheds.

Impact on Residents and Businesses

Costs incurred under this Agreement will be funded by i) the existing Benefit Assessments for the Santa Ana, Santa Margarita and Whitewater watersheds, as appropriate and ii) Zone 3 Benefit Assessment, as appropriate. Execution of the agreement imposes no additional impacts to residents and businesses.

SUPPLEMENTAL:

Additional Fiscal Information

Sufficient funding is available in the District's budget for Fiscal Year 2015-2016 and will be included in the District's recommended budget(s) for Fiscal Years 2016-2017 through 2019-2020, as appropriate and necessary.

SOURCE OF FUNDS (Continued):

209100 60125 947440 Zone 3 Benefit Assessment Administration
25180 947540 525440 NPDES Whitewater Professional Services
25190 947560 525440 NPDES Santa Ana Professional Services
25200 947580 525440 NPDES Santa Margarita Professional Services

Contract History and Price Reasonableness

In accordance with the purchasing guidelines, on January 13, 2014 the District released Request for Proposal FCARC-040 for the Administration of NPDES Assessment Programs and Lake Elsinore (Zone 3) Benefit Assessment District on the District's website from January 13, 2015 to February 10, 2015. Two vendors responded and submitted their proposals. Albert A. Webb Associates was selected as the lowest, responsive bidder with a not to exceed cost of \$47,500 for Fiscal Year 2015-2016, \$47,500 for Fiscal Year 2016-2017, \$47,500 for Fiscal Year 2017-2018, \$47,500 for Fiscal Year 2018-2019, and \$47,500 for Fiscal Year 2019-2020.

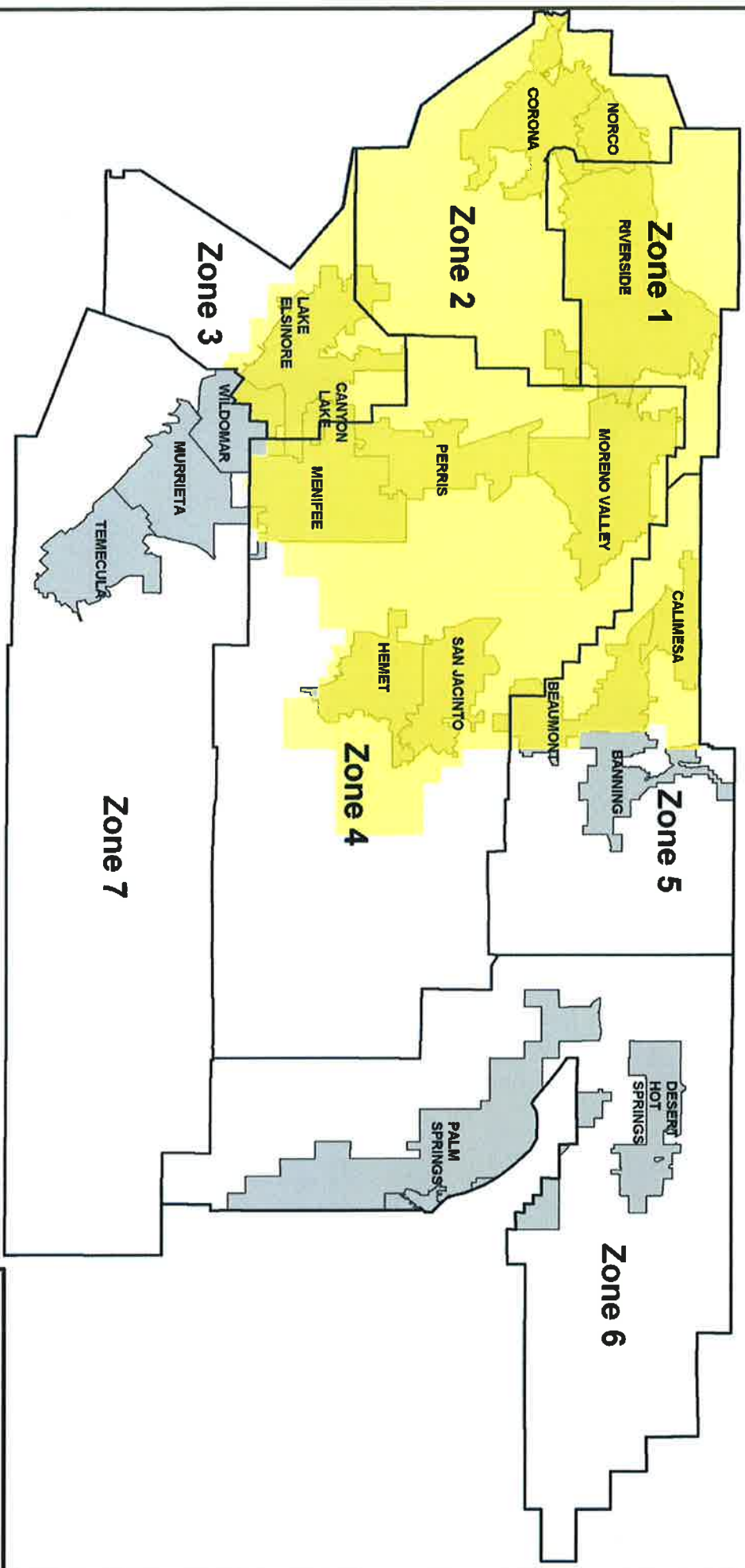
ATTACHMENTS:

1. Consulting Services Agreement
2. Area Maps of each Assessment Area

AMR:bjp

Riverside County Flood Control & Water Conservation District

Map of Santa Ana Watershed Benefit Assessment Area



 - Santa Ana Watershed Benefit Assessment Area (SAWBAA)

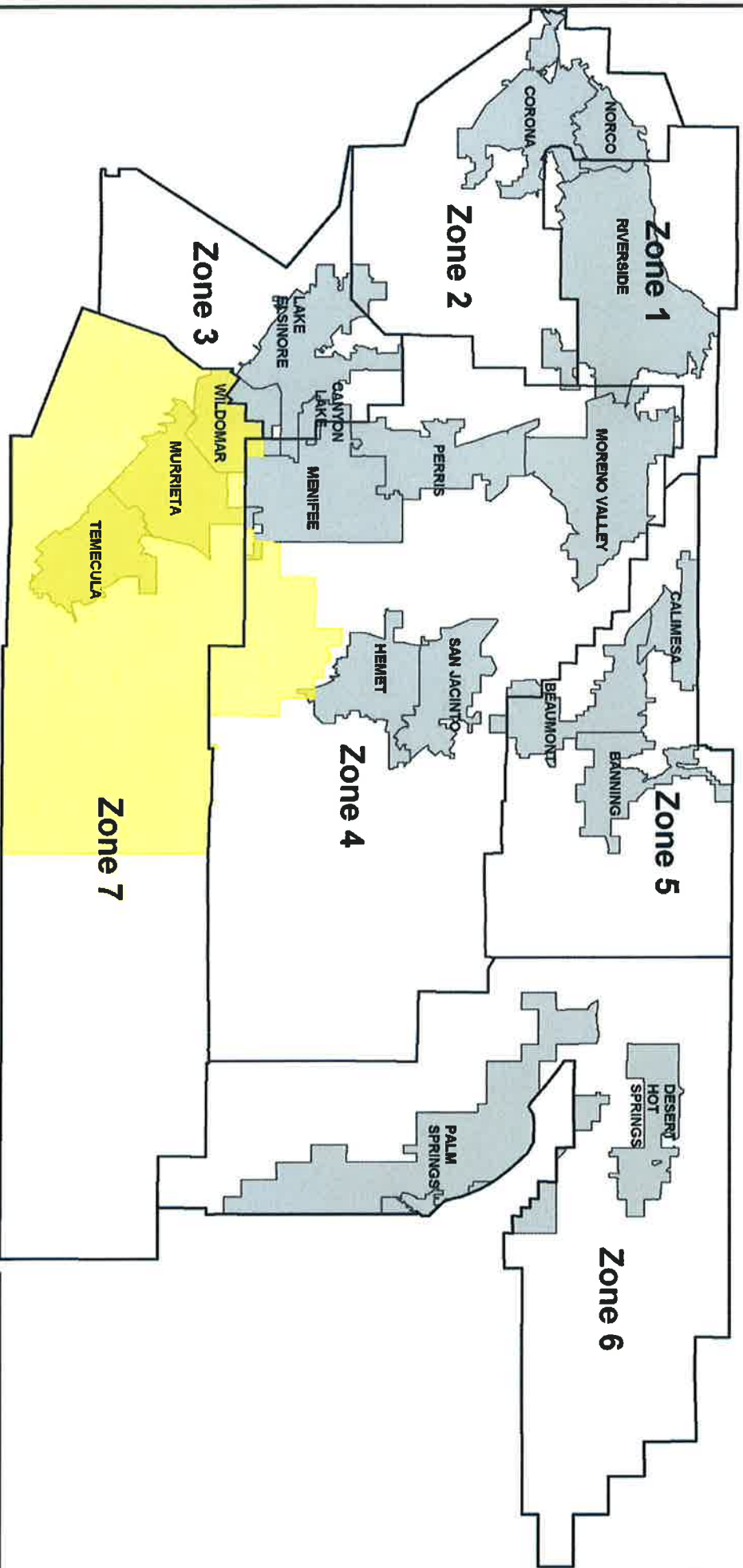
APPENDIX C

Engineer's Report
to the

Board of Supervisors of
Riverside County Flood Control
and Water Conservation District

Riverside County Flood Control & Water Conservation District

Map of Santa Margarita Watershed Benefit Assessment Area



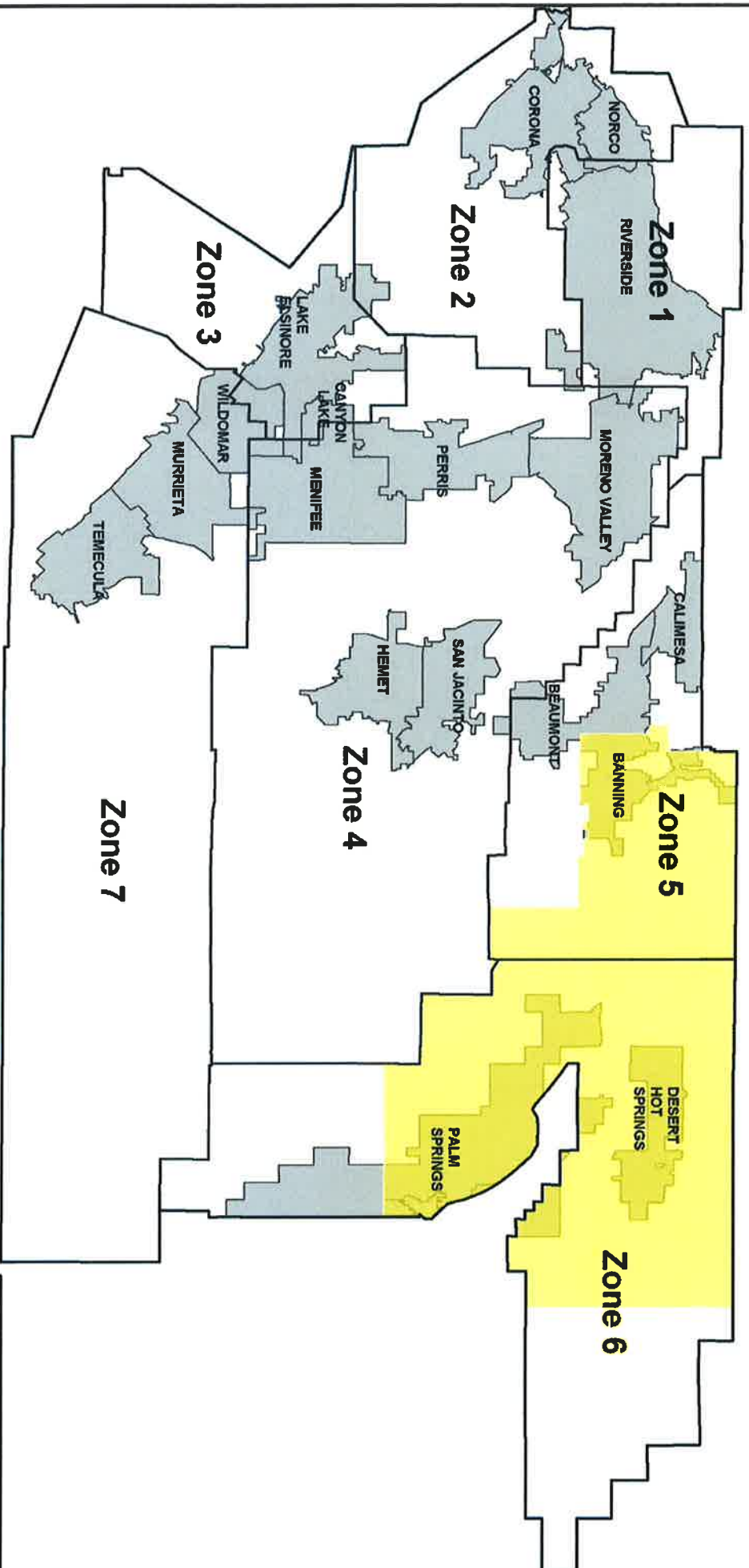
 - Santa Margarita Watershed Benefit Assessment Area (SMW/BAA)

APPENDIX C

Engineer's Report
to the
Board of Supervisors of
Riverside County Flood Control
and Water Conservation District

Riverside County Flood Control & Water Conservation District

Map of Whitewater Watershed Benefit Assessment Area



 - Whitewater Watershed Benefit Assessment Area (WWBAA)

APPENDIX C

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Board of Supervisors of
Riverside County Flood Control
and Water Conservation District

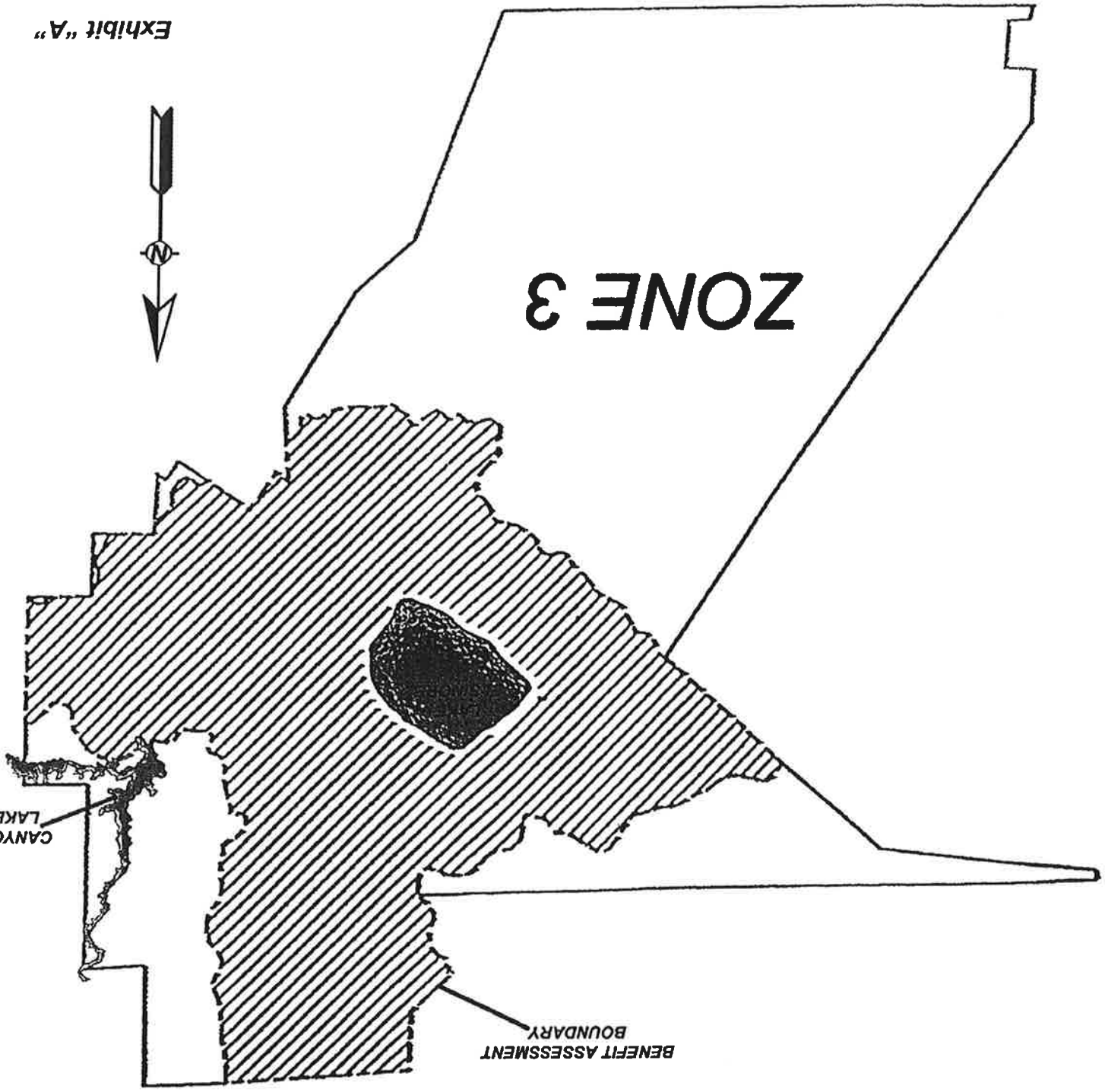
Exhibit "A"



ZONE 3

CANYON LAKE

BENEFIT ASSESSMENT BOUNDARY



CONSULTING SERVICES AGREEMENT
ADMINISTRATIVE SERVICES
(FY 2015/16 through FY 2019/20)

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and Albert A. Webb Associates, hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT – CONSULTANT shall perform all necessary administrative services requirements in support of DISTRICT'S National Pollutant Discharge Elimination System (NPDES) Assessment Programs and Lake Elsinore (Zone 3) Benefit Assessment District Program as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof, and in accordance with applicable Federal, State, and Local laws and regulations.
2. SCOPE OF SERVICES – DISTRICT hereby retains CONSULTANT, as an independent contractor, to perform all technical and professional services including but not limited to expertise, labor, equipment, tools, facilities, materials, supervision, and other incidental services necessary to fully and adequately perform and complete in a skillful and professional manner those services set forth in Exhibit "A". CONSULTANT shall not perform any additional work beyond those services set forth in Exhibit "A", except as directed by DISTRICT in writing.
3. TIME FOR PERFORMANCE – CONSULTANT shall not commence performance of any work or services, for any reason whatsoever, until DISTRICT has provided CONSULTANT with a written Notice to Proceed authorizing CONSULTANT to initiate work pursuant to this Agreement. No payment will be made for any work or services performed prior to the issuance of said Notice to Proceed. The term of this Agreement

1 shall commence on the date it is executed by DISTRICT'S Board of Supervisors and
2 shall terminate at midnight on June 30, 2020.

3 4. COMPENSATION – DISTRICT shall pay CONSULTANT for actual services
4 satisfactorily performed and expenses incurred in accordance with the schedule of
5 professional fees and expenses as set forth on Exhibit "B" attached hereto and made a
6 part hereof. The total amount of compensation paid to CONSULTANT for performance
7 of administrative services approved pursuant to this Agreement shall not exceed: i)
8 forty-seven thousand five hundred (\$47,500) in Fiscal Year 2015-16, ii) forty-seven
9 thousand five hundred (\$47,500) in Fiscal Year 2016-17, iii) forty-seven thousand five
10 hundred (\$47,500) in Fiscal Year 2017-18, iv) forty-seven thousand five hundred
11 hundred (\$47,500) in Fiscal Year 2018-19, and v) forty-seven thousand five hundred
12 (\$47,500) in Fiscal Year 2019-2020, and vi) the sum of two hundred thirty-seven thousand five
13 hundred dollars (\$237,500) over the entire term of this Agreement..

14
15
16 5. PAYMENT – CONSULTANT shall submit invoice(s) to DISTRICT (Attention:
17 Business Office-Accounts Payable) following completion of requested services. Upon
18 satisfactory performance of CONSULTANT'S services pursuant to the DISTRICT
19 approved scope of services, DISTRICT shall make payment to CONSULTANT within
20 forty-five (45) days after receipt of appropriate invoice(s) from CONSULTANT.
21 Progress payments, if permitted in the DISTRICT approved scope of services, shall be
22 processed no more than once per month. Invoices shall be mailed directly to the
23 DISTRICT'S Accounts Payable Section. All invoices shall itemize charges to conform
24 to DISTRICT approved scopes of services and Exhibit "B". All invoices shall contain,
25 at a minimum, the following information: DISTRICT'S purchase order number, billing
26 period indicating the date(s) services were rendered and mailed to DISTRICT no later
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1 than the 15th day of the month following the end of the billing period. DISTRICT shall
2 not pay interest or finance charges on any outstanding balance(s). CONSULTANT shall
3 keep employee and expense records according to customary accounting methods and
4 such records shall, upon request, be available for inspection by DISTRICT to verify
5 CONSULTANT'S invoice(s). All invoices shall itemize charges to conform to the
6 portion(s) of services and costs as set forth in Exhibits "A" and "B", respectively.
7 Incomplete invoices will be returned to CONSULTANT for correction(s).

8
9 Except as specifically provided for and stated in this Agreement or Exhibit "B", the
10 DISTRICT shall not be responsible for payment of any of CONSULTANT'S expenses

11 7. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors
12 shall maintain professional licenses required by the laws of the State of California at all
13 times while performing services under this Agreement.

14
15 8. SUBCONTRACTING – CONSULTANT may, at CONSULTANT'S own expense,
16 employ special consultants to accomplish the work covered by this Agreement however,
17 except as specifically provided in Exhibit "A" or as expressly identified in this
18 Agreement, no portion of the services pertinent to this Agreement shall be subcontracted
19 without prior written approval and authorization by DISTRICT.

20
21 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under
22 this Agreement, CONSULTANT shall require its subcontractors to comply with the
23 terms of this Agreement in the same manner as required of CONSULTANT. The fact
24 that CONSULTANT employs special consultants not in his regular employ shall not
25 relieve CONSULTANT of any responsibility regarding the adequacy of the special
26 consultant's work performed or services provided pursuant to this Agreement.

1 9. NOTICES - Any and all notices sent or required to be sent to the parties of this
2 Agreement will be mailed by first class mail, postage prepaid to the following addresses:

3 RIVERSIDE COUNTY FLOOD CONTROL	ALBERT A. WEBB ASSOCIATES
4 AND WATER CONSERVATION DISTRICT	3788 McCray Street
1995 Market Street	Riverside, CA 92506
5 Riverside, CA 92501	Attn: Shane Spicer
6 Attn: Finance Division	

7 10. INSURANCE – CONSULTANT shall not commence operations until DISTRICT has
8 been furnished with original certificate(s) of insurance and original certified copies of
9 endorsements and if requested, certified original policies of insurance including all
10 endorsements and any and all other attachments as required in this Section.

11 Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold
12 DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be
13 maintained, at its sole cost and expense, the following insurance coverage's during the
14 term of this Agreement:
15

16 A. Workers' Compensation:

17 If CONSULTANT has employees as defined by the State of California,
18 CONSULTANT shall maintain statutory Workers' Compensation Insurance
19 (Coverage A) as prescribed by the laws of the State of California. Policy shall
20 include Employers' Liability (Coverage B) including Occupational Disease
21 with limits not less than \$1,000,000 per person per accident. Policy shall be
22 endorsed to waive subrogation in favor of DISTRICT and, if applicable, to
23 provide a Borrowed Servant/Alternate Employer Endorsement.
24

25 B. Commercial General Liability:

26 Commercial General Liability insurance coverage, including but not limited to,
27 premises liability, unmodified contractual liability, products and completed
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1 operations liability, personal and advertising injury, and cross liability
2 coverage, covering claims which may arise from or out of CONSULTANT'S
3 performance of its obligations hereunder. Policy shall name the Riverside
4 County Flood Control and Water Conservation District, the County of
5 Riverside, its agencies, districts, special districts, and departments, their
6 respective directors, officers, Board of Supervisors, employees, elected or
7 appointed officials, agents or representatives as additional insureds. Policy's
8 limit of liability shall not be less than \$1,000,000 per occurrence combined
9 single limit. If such insurance contains a general aggregate limit, it shall apply
10 separately to this Agreement or be no less than two (2) times the occurrence
11 limit.
12

13 C. Vehicle Liability:
14

15 If CONSULTANT'S vehicles or mobile equipment are used in the performance
16 of the obligations under this Agreement, then CONSULTANT shall maintain
17 liability insurance for all owned, non-owned or hired vehicles so used in an
18 amount not less than \$1,000,000 per occurrence combined single limit. If such
19 insurance contains a general aggregate limit, it shall apply separately to this
20 Agreement or be no less than two (2) times the occurrence limit. Policy shall
21 name the Riverside County Flood Control and Water Conservation District, the
22 County of Riverside, its agencies, districts, special districts, and departments,
23 their respective directors, officers, Board of Supervisors, employees, elected or
24 appointed officials, agents or representatives as additional insureds.
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1 D. Professional Liability:

2 CONSULTANT shall maintain Professional Liability Insurance providing
3 coverage for CONSULTANT'S performance of work included within this
4 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence
5 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability
6 Insurance is written on a claims made basis rather than an occurrence basis,
7 such insurance shall continue through the term of this Agreement and
8 CONSULTANT shall purchase at his sole expense either 1) an Extended
9 Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates
10 Coverage from a new insurer with a retroactive date back to the date of, or
11 prior to, the inception of this Agreement; or 3) demonstrate through Certificates
12 of Insurance that CONSULTANT has maintained continuous coverage with the
13 same or original insurer. Coverage provided under items: 1), 2) or 3) will
14 continue as long as the law allows.

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16
17 E. General Insurance Provisions – All Lines:

- 18 a. Any insurance carrier providing insurance coverage hereunder shall be
19 admitted to the State of California and have an A.M. BEST rating of not
20 less than an A: VIII (A: 8) unless such requirements are waived, in
21 writing, by the County Risk Manager. If the County Risk Manager
22 waives a requirement for a particular insurer such waiver is only valid for
23 that specific insurer and only for one policy term.
- 24
25 b. The CONSULTANT must declare its insurance self-insured retention for
26 each coverage required herein. If any such self-insured retention exceeds
27 \$500,000 per occurrence each such retention shall have the prior written
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1 consent of the County Risk Manager before the commencement of
2 operations under this Agreement. Upon notification of self-insured
3 retention deemed unacceptable to the DISTRICT, and at the election of
4 the County Risk Manager, CONSULTANT'S carriers shall either: 1)
5 reduce or eliminate such self-insured retention with respect to this
6 Agreement with DISTRICT, or 2) procure a bond which guarantees
7 payment of losses and related investigations, claims administration, and
8 defense costs and expenses.

- 9
- 10 c. CONSULTANT shall cause their insurance carrier(s) to furnish
11 DISTRICT with 1) a properly executed original certificate(s) of insurance
12 and certified original copies of endorsements effecting coverage as
13 required herein; and 2) if requested to do so orally or in writing by the
14 County Risk Manager, provide original certified copies of policies
15 including all endorsements and all attachments thereto, showing such
16 insurance is in full force and effect. Further, said certificate(s) and
17 policies of insurance shall contain the covenant of the insurance carrier(s)
18 that a minimum of thirty (30) days written notice shall be given to the
19 DISTRICT prior to any material modification, cancellation, expiration or
20 reduction in coverage of such insurance. If CONSULTANT insurance
21 carrier(s) policies does not meet the minimum notice requirement found
22 herein, CONSULTANT shall cause CONSULTANT'S insurance
23 carrier(s) to furnish a 30 day Notice of Cancellation Endorsement. In the
24 event of a material modification, cancellation, expiration or reduction in
25 coverage, this Agreement shall terminate forthwith, unless DISTRICT
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1 receives, prior to such effective date, another properly executed original
2 certificate of insurance and original copies of endorsements or certified
3 original policies, including all endorsements and attachments thereto,
4 evidencing coverages set forth herein and the insurance required herein is
5 in full force and effect. An individual authorized by the insurance carrier
6 to do so on its behalf shall sign the original endorsements for each policy
7 and the certificate of insurance.
8

- 9 d. It is understood and agreed by the parties hereto that CONSULTANT'S
10 insurance shall be construed as primary insurance, and DISTRICT'S
11 insurance and/or deductibles and/or self-insured retentions or self-insured
12 programs shall not be construed as contributory.
13
- 14 e. If, during the term of this Agreement or any extension thereof, there is a
15 material change in the scope of services or there is a material change in
16 the equipment to be used in the performance of the scope of work which
17 will add additional exposures (such as the use of aircraft, watercraft,
18 cranes, etc.); or the term of this Agreement, including any extensions
19 thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the
20 types of insurance required under this Agreement and the monetary limits
21 of liability for the insurance coverages currently required herein, if, in the
22 County Risk Manager's reasonable judgment, the amount or type of
23 insurance carried by CONSULTANT has become inadequate.
24
- 25 f. CONSULTANT shall pass down the insurance obligations contained
26 herein to all tiers of subcontractors working under this Agreement.
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- 1 g. The insurance requirements contained in this Agreement may be met with
2 a program(s) of self-insurance acceptable to DISTRICT.
- 3 h. CONSULTANT agrees to notify DISTRICT of any claim by a third party
4 or any incident or event that may give rise to a claim arising from the
5 performance of this Agreement.

6

7 11. INDEMNIFICATION – CONSULTANT shall indemnify and hold harmless DISTRICT
8 (including its officers, Board of Supervisors, elected and appointed officials, employees,
9 agents and representatives) from any and all liability, claim, damage, proceeding or
10 action, present or future, based upon, arising out of or in any way relating to
11 CONSULTANT'S (including its officers, employees, subcontractors and agents) actual
12 or alleged negligent, reckless or willful misconduct, acts or omissions related to this
13 Agreement, performance under this Agreement, or failure to comply with the
14 requirements of this Agreement, including but not limited to: (a) property damage; (b)
15 bodily injury or death; or (c) any other element of any kind or nature whatsoever.

16

17 CONSULTANT shall defend, at its sole expense, including all costs and fees (including
18 but not limited to attorney fees, cost of investigation, defense and settlements or awards),
19 DISTRICT (its officers, Board of Supervisors, elected and appointed officials,
20 employees, agents and representatives) in any claim, proceeding or action for which
21 indemnification is required.

22

23 With respect to any of CONSULTANT'S indemnification requirements,
24 CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice
25 and shall have the right to adjust, settle, or compromise any such claim, proceeding or
26 action without the prior consent of DISTRICT; provided, however, that such adjustment,
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1 settlement or compromise in no manner whatsoever limits or circumscribes
2 CONSULTANT'S indemnification obligations to DISTRICT.

3 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT
4 has provided to DISTRICT the appropriate form of dismissal (or similar document)
5 relieving DISTRICT from any liability for the claim, proceeding or action involved.
6

7 The specified insurance limits required in this Agreement shall in no way limit or
8 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT
9 from third party claims.

10 In the event there is conflict between this section and California Civil Code Section
11 2782, this section shall be interpreted to comply with California Civil Code Section
12 2782. Such interpretation shall not relieve CONSULTANT from indemnifying
13 DISTRICT to the fullest extent allowed by law.
14

- 15 12. WORK PRODUCT – CONSULTANT shall provide DISTRICT with all power point
16 presentations, financial, statistical, personal, technical data, materials, logs and reports as
17 described in Exhibit "A". All work products or deliverables furnished under this
18 Agreement shall be and remain the sole property of DISTRICT. CONSULTANT shall
19 not publish or transfer any material produced by CONSULTANT or resulting from
20 activities supported by this Agreement without the written consent of the General
21 Manager-Chief Engineer. If any such material is subject to copyright or trademark, the
22 parties agree that the right to any and all copyright and/or trademark in and to the
23 material is expressly reserved to DISTRICT. If any such material is copyrighted, the
24 parties hereto understand and agree that DISTRICT reserves a royalty-free, non-
25 exclusive, and irrevocable license to reproduce, publish and use such material, in whole
26 or in part, and to authorize others to do so, provided written credit is given the author.
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- 1 13. TERMINATION – At any time during the term of this Agreement, DISTRICT may:
- 2 a. Terminate this Agreement without cause upon providing CONSULTANT thirty
- 3 (30) days written notice stating the extent and effective date of termination; or
- 4 b. Upon five (5) days written notice, terminate this Agreement for CONSULTANT
- 5 default, if CONSULTANT refuses or fails to comply with the provisions of this
- 6 Agreement or fails to make progress so as to endanger performance and does not
- 7 cure such failure within a reasonable period of time. In the event of such
- 8 termination, the DISTRICT may proceed with the work in any manner deemed
- 9 proper to DISTRICT.
- 10

11 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall (i) stop all

12 work under this Agreement on the date specified in the Notice of Termination; and (ii)

13 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed by

14 DISTRICT, any financial, statistical, personal, technical data, reports, or other products,

15 which, if the Agreement had been completed, would have been required to be furnished

16 to DISTRICT.

17

18 In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for

19 all services performed in accordance with this Agreement to the date of termination, a

20 total amount which bears the same ratio to the total maximum fee otherwise payable

21 under this Agreement as the services actually bear to the total services necessary for

22 performance of this Agreement. Notwithstanding any of the other provisions of this

23 Agreement, CONSULTANT'S rights under this Agreement shall terminate (except for

24 fees accrued prior to the date of termination) upon dishonesty, or a willful or material

25 breach of this Agreement by CONSULTANT, or in the event of CONSULTANT'S

26 unwillingness or inability for any reason whatsoever to perform the duties hereunder, or

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1 if Agreement is terminated pursuant to Section 21 herein, titled NON-
2 DISCRIMINATION. In such event, CONSULTANT shall not be entitled to any further
3 compensation under this Agreement. The rights and remedies of DISTRICT provided in
4 this section shall not be exclusive and are in addition to any other rights and remedies
5 provided by law or under this Agreement.

6
7 14. ASSIGNMENT – Neither this Agreement nor any part thereof shall be assigned by
8 CONSULTANT without the prior written consent of DISTRICT.

9 15. ERRORS AND OMISSIONS – In the event CONSULTANT'S work products or any
10 other documents furnished under this Agreement contain any errors or omissions that
11 cause the DISTRICT to incur additional expense beyond what would have otherwise
12 resulted if there were no errors or omissions in CONSULTANT'S work products or any
13 other documents, such additional expense shall be borne solely by CONSULTANT.

14
15 16. CONFLICT OF INTEREST – CONSULTANT covenants that it presently has no
16 interest in, including but not limited to, other projects or independent contracts and shall
17 not acquire any such interest, direct or indirect, which would conflict in any manner or
18 degree with the performance of services required to be performed under this Agreement.
19 CONSULTANT further covenants that in the performance of this Agreement, no person
20 having any such interest shall be employed or retained by it under this Agreement.

21
22 17. CONFIDENTIALITY OF DATA - All financial, statistical, personal, technical or other
23 data and information which is designated confidential by DISTRICT and subsequently
24 made available to CONSULTANT shall not be disclosed (in whole or in part) by
25 CONSULTANT to any third parties and shall be protected by CONSULTANT from
26 unauthorized use and disclosure. The only exception to this shall be if disclosure is
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1 approved in advance in writing by DISTRICT or if the disclosure is made to
2 CONSULTANT'S subcontractors as anticipated by this Agreement.

3 CONSULTANT shall not issue any news release or public relations item regarding
4 designated confidential information or CONSULTANT'S work under this Agreement,
5 without prior review of the contents and written approval by DISTRICT.

6 These same requirements shall be applicable to any of CONSULTANT'S subcontractors.
7
8 CONSULTANT shall include the requirements stated in this section in the agreement
9 with any of its subcontractors.

10 18. INDEPENDENT CONTRACTOR – CONSULTANT and the agents and employees of
11 CONSULTANT shall act at all times in an independent capacity during the term of this
12 Agreement and in the performance of the services to be rendered hereunder and shall not
13 act as or shall not be and shall not in any manner be considered employees or agents of
14 DISTRICT.
15

16 19. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in
17 accordance with the laws of the State of California. If any provision of this Agreement
18 is held by a court of competent jurisdiction to be invalid, void or unenforceable, the
19 remaining provisions shall be declared severable and shall be given full force and effect
20 to the extent possible.

21 Any legal action, in law or equity related to the performance or interpretation of this
22 Agreement shall be filed only in the Superior Court for the State of California located in
23 Riverside, California and the parties waive any provision of law providing for a change
24 of venue to another location. Prior to the filing of any legal action, the parties shall be
25 obligated to attend a mediation session with a neutral mediator to try to resolve the
26 dispute.
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1 20. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of
2 this Agreement shall not be constructed to be a waiver of any subsequent or other breach
3 of the same or any other term thereof. Failure on the part of DISTRICT to require exact,
4 full and complete compliance with any terms of this Agreement shall not be construed as
5 in any manner changing the terms hereof, or stopping DISTRICT from enforcement
6 hereof.
7

8 21. NON-DISCRIMINATION – In the performance of the terms of this Agreement,
9 CONSULTANT shall not engage in nor permit others he may employ to engage in
10 discrimination in the employment of persons because of the race, color, national origin
11 or ancestry, religion, physical handicap, disability as defined by the Americans with
12 Disabilities Act (ADA), medical condition, marital status or sex of such persons, in
13 accordance with the provision of California Labor Code Section 1735.
14

15 22. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the
16 obligations of DISTRICT are limited by and contingent upon the availability of
17 DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that
18 such funds are not forthcoming for any reason, DISTRICT shall immediately notify
19 CONSULTANT in writing. This Agreement shall be deemed terminated and have no
20 further force and effect immediately on receipt of DISTRICT'S notification by
21 CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to
22 payment for work already performed in accordance with this Agreement.
23

24 23. DISCREPANCIES – In the event of any conflict between the terms of this Agreement
25 and Exhibit A or Exhibit B, the terms of this Agreement shall govern. In the event of
26 any conflict between Exhibit A and Exhibit B, Exhibit A shall govern.
27

28 //

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2 _____
3 (to be filled in by Clerk of the Board)

4 RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

5
6 By  By _____
7 WARREN D. WILLIAMS MARION ASHLEY, Chairman
8 General Manager-Chief Engineer Board of Supervisors, Riverside County Flood
9 Control and Water Conservation District

10 APPROVED AS TO FORM:

ATTEST:

11 GREGORY P. PRIAMOS
12 County Counsel

KECIA HARPER-IHEM
13 Clerk of the Board

14 By  _____
15 NEAL KIPNIS
Deputy County Counsel

By _____
Deputy

16 (SEAL)

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25 Multi-Year Consulting Services Agreement (FY 15/16 – FY 19/20)
26 w/Albert A. Webb Associates
27 07/06/15
28 AMR:bjp

ALBERT A. WEBB ASSOCIATES

By 
SHANE T.G. SPICER
Director – Municipal Finance

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Multi-Year Consulting Services Agreement (FY 15/16 – FY 19/20)
w/Albert A. Webb Associates
07/06/15
AMR:bjp

SCOPE OF SERVICES

3.1.0 – General Scope of Work for Annual Administration

Task 3.1.1 – Annual Special Assessment Listing

Each Fiscal Year CONSULTANT will prepare the annual special assessment listing by parcel for the special district in a format and media acceptable for direct submission to the Auditor-Controller's office prior to the statutory deadline and shall perform adjustments and corrections to the levies on the property tax rolls as necessary. Said schedule will be based on the parcel configurations within the district as of the proceeding January 1st (the statutory lien date for the Fiscal Year for which said schedule is being produced). CONSULTANT will provide staff with a hard copy report of the special assessments as calculated. If corrections/revisions after deadline are necessary, CONSULTANT will research, recalculate, and follow District staff's direction to rectify the issue.

- A. Tax Roll Application Preparation: CONSULTANT will prepare the annual application for the tax rolls in a format acceptable to the Assessor-County Clerk-Recorder, including the preparation of the Proposition 218 Compliance letters for each special district.
- B. Levy Report: CONSULTANT will provide the District with a hard copy and an electronic copy of the Annual Levy Report, once finalized, containing the information used to calculate the annual installment amount for each parcel, as well as a summary of the total annual levy for the special district.

Annual GIS Audit Maps: CONSULTANT will obtain the latest Assessor's parcel maps and equalized tax roll information from the Assessor's Office for the parcels within the special district, and Geographic Information System (GIS) shape files for its in-house GIS platform. CONSULTANT will load this information to aid in identifying parcel changes allowing for timely calculation for the initial levy submittal, and not rely on rejected submittals from the County to identify these changes.

Task 3.1.2 – Prepare Assessment Apportionments

During the period that annual assessment installments are to be levied for an Assessment District, CONSULTANT is to facilitate the preparation of assessment apportionment applications. CONSULTANT is to, in a timely manner and pursuant to the applicable statutory provision, prepare assessment apportionments which shall include: a) preparation of amended assessment diagrams; b) apportioning the assessment to divided parcels; c) preparation and delivery of the required notice to the original bond purchaser(s); and d) recordation of required notice and amended assessment diagrams. Services related to reapportionments shall be at the expense of the affected property.

Task 3.1.3 – CONSULTANT will prepare reports of Delinquencies

- A. Delinquency Policy: CONSULTANT will review and make recommendations to District staff that any policies established related to the collection of delinquent special assessments are consistent with the foreclosure covenant, if applicable, and/or with the requirements of the bond issue for the special district.

- B. Delinquency Tracking and Reporting: CONSULTANT will research the records of the Riverside County Tax Collector for payment information to determine which parcels are delinquent after the December 10 and April 10 property tax installment due dates. Delinquency reports will include parcel lists showing the APN, property owner and delinquent amount for each parcel.
- C. Delinquency History: CONSULTANT will maintain a database that includes a regularly updated delinquency history of the parcels located in the special district, as derived from the Riverside County property tax system. Delinquency history shall include delinquent amounts for each parcel including penalties and interest due, reference to those parcels that have been referred to Foreclosure Counsel, and prior year delinquencies that have been paid.
- D. Notification to Delinquent Property Owners: (Optional – requires District approval) CONSULTANT will prepare and mail letters on District letterhead (provided by the District), via first-class mail to property owners at the times and in the format determined by the delinquency policy. *Notice of Default* letters will be sent to mortgage lenders or first trust deed holders if directed by District staff. CONSULTANT will respond to public requests regarding delinquent notices and shall prepare, as necessary, statements to the requesting party all amounts delinquent including penalties, interest, and roll removal fees.
- E. Removal from Rolls: (Optional – requires District approval) CONSULTANT will prepare correspondence to the Auditor-Controller's Office to remove any assessments from the roll for the purposes of delinquent special assessments and/or special taxes that have been paid directly to a particular special district.
- F. Foreclosure Coordination: (Optional – requires District approval) CONSULTANT will assist in preparing documents submitted to the District requesting authorization of foreclosure action. This includes preparation and recordation of the *Notice of Intent to Commence Foreclosure*, preparation of *Exhibits* for the *Resolution* commencing foreclosure, and coordination of the removal of the assessments approved for foreclosure from the tax roll. CONSULTANT will provide delinquent amounts (including penalty and interest at the time the foreclosure is transferred) to Special Counsel. CONSULTANT will provide technical support or act as an expert witness (optional – requires District approval) on behalf of the District and Special Counsel as required in the preparation and litigation of foreclosure cases.

Task 3.1.4 – Public Information and Disclosure Reporting (when necessary)

- A. CONSULTANT shall prepare annual disclosure reports that comply with S.E.C. Rule 15c2-12(b) and update all disclosure requirements in the official statement under the Continuing Disclosure Certificate.
- B. CONSULTANT shall provide reports to the District for deposit with the state and national repositories. CONSULTANT will work with District staff in responding to requests for information from investors and other market participants.
- C. Internet Dissemination: CONSULTANT will post the continuing disclosure report on Albert A. Webb Associates' website.

Task 3.1.5 – Bond Payoff Calculations (when necessary)

At the request of any landowner, CONSULTANT will calculate the bond payoff amount for a parcel(s) and provide any additional information as requested related thereto.

- A. Release of Liens: Services related to requests for bond payoff information from parties other than the District or the property owner (i.e., title companies) shall be at the expense of the requesting party. CONSULTANT will prepare and record a *Release of Lien* if prepayments are received or upon special district maturity.

Task 3.1.6 – Property Owner Information

CONSULTANT serves as the initial and primary contact to property owners within the District's NPDES and Zone 3 boundaries, title companies and other interested parties regarding the District proceedings and annual installments. A toll free telephone number, of CONSULTANT designation, will appear on the regular property tax billing, next to the specific line item, to facilitate contact with the public. The District may also refer property owners, title companies and other interested parties to CONSULTANT for information regarding the District proceedings and annual installments.

Task 3.1.7 – Early Bond Redemption Preparation

CONSULTANT will analyze bond funds, to determine the availability of funds that may be used to redeem bonds prior to their stated maturities. If the District elects to call bonds, CONSULTANT will determine the par amount of the bonds to be called, calculate any applicable premium, and determine which years to call. CONSULTANT will coordinate the bond call with the Fiscal Agent to ensure that bonds are called according to the redemption provisions of the bond issue.

- A. Bond Call Coordination: CONSULTANT will coordinate the bond call with the Fiscal Agent to ensure that bonds are called according to the redemption provisions of the bond issue.

Task 3.1.8 – Amortization Schedules

CONSULTANT will provide an amortization schedule to interested parties. These schedules will be established and maintained in their in-house WEBBSTAR database for each parcel through the term of the lien for each special district.

Task 3.1.9 – Other Tasks

CONSULTANT will provide other tasks related to the administration services of the programs and special districts and advice to the District as necessary. This includes expending due diligence to ensure accuracy in the process and provide clear written documentation in our approach to providing administration services. To assure and maintain quality, CONSULTANT instituted an internal auditing and review policy that requires a minimum of two individuals with the appropriate expertise to review and audit any information prior to dissemination of that information to the client.

Task 3.1.10 – Project Related Services Not Listed

CONSULTANT will provide any consulting services related to projects which are not listed in the original proposal for services. CONSULTANT will advise the District as necessary. If additional fees result from additional services, CONSULTANT will assist the District in amending the contract.

3.2.0 – NPDES Scope of Work for Annual Administration

Task 3.2.1- Data Collection/Review

CONSULTANT will obtain and review information germane to the special districts including but not limited to the following:

- Current fiscal year *Engineer's Reports* beginning FY 2015-16 for Santa Ana Watershed Benefit Assessment Area, Santa Margarita Watershed Benefit Assessment Area, and Whitewater Watershed Benefit Assessment Area.
- Current fiscal year *Resolutions* beginning FY 2015-16 adopting and confirming the following assessments and levy(s):
 - *Resolution F#* to be assigned by District staff annually – NPDES (Santa Ana)
 - *Resolution F#* to be assigned by District staff annually – NPDES (Santa Margarita)
 - *Resolution F#* to be assigned by District staff annually – NPDES (Whitewater)
- Current fiscal year Benefit Assessment Units (BAU) beginning FY 2015-16.
- Fiscal year Budgets beginning FY 2010-11.
- List of new parcels.
- Changes in land use classifications for assigning BAU's.
- Field check information.

Task 3.2.2 – Coordinate/Communicate with District Staff

CONSULTANT will coordinate with the District and gain understanding of the specific goals, components and criteria to meet each special district's individual needs. CONSULTANT will meet with the District staff to confirm the schedule of events, procedural and financial considerations, and reviewing budgets.

Task 3.2.3 – Determine and Recommend Benefit Assessments

CONSULTANT will determine the Benefit Assessment Units (BAUs) for each parcel as determined in proportion to the estimated benefit received. Each special district formed pursuant to the District Act, Statutes 1945, Chapter 1122, as amended, and California Water Code Appendix, Chapter 48 and

all parcels that have a special benefit conferred upon them as a result of the maintenance and operation of the NPDES program will be identified and the proportionate special benefit derived by each identified parcel will be determined in relationship to the entire cost of the maintenance and operation of the program.

The BAUs are determined by the following:

- The BAUs are apportioned on the basis of proportionate stormwater runoff generated by each parcel. The amount of benefit is computed based upon the parcel's size (acreage) and its use classification. A single-family residential structure on a 7,200 square foot lot (1/6 of an acre) is defined as one benefit assessment unit (BAU). The BAUs for other types of land use are calculated in proportion to the amount of runoff generated by a single-family residence on a 7,200 square foot lot.
- Vacant undeveloped parcels are not assessed because they are considered to generate no increase in pollutant loading.
- Certain properties are exempted by the NPDES Regulations and are exempted from the Assessment. These land use types include: 1) properties used for agricultural uses; 2) undeveloped properties; and 3) publicly owned properties such as Federal, State or local public agency.
- The taxable parcels are placed into one of six (6) groups. Each group has a different BAU assigned per acre. The methodology in determining the number of BAU's is consistent for each benefit assessment area (BAA), although each has a different rate per BAU.

Task 3.2.4 – Provide Data in a Compatible Format

Each Fiscal Year CONSULTANT will prepare the annual special assessment listing by parcel for the special district in a format and media acceptable for direct submission to the Auditor-Controller's office prior to the statutory deadline and shall perform adjustments and corrections to the levies on the property tax rolls as necessary. Said schedule will be based on the parcel configurations within the district as of the proceeding January 1 (the statutory lien date for the Fiscal Year for which said schedule is being produced). CONSULTANT will provide staff with a hard copy report of the special assessments as calculated. If corrections/revisions after the deadline are necessary, CONSULTANT will research, recalculate, and follow District staff's direction to rectify the issue.

- A. Tax Roll Application Preparation: CONSULTANT will prepare the annual application for the tax rolls in a format acceptable to the Assessor-County Clerk-Recorder, including the preparation of the Proposition 218 Compliance letters for each special district.
- B. Levy Report: Provide the District with a hard copy and an electronic copy of the *Annual Levy Report*, once finalized, containing the information used to calculate the annual installment amount for each parcel, as well as a summary of the total annual levy for the special district.
- C. Annual GIS Audit Maps: CONSULTANT will obtain the latest Assessor's parcel maps and equalized tax roll information from the Assessor's Office for the parcels within each special district as well as GIS shape files for its in-house GIS platform. This information is loaded to

aid in identifying parcel changes thereby allowing for timely calculation of the initial levy submittal and not relying on rejected submittals from the County to identify these changes.

- D. Provide BAU Counts: CONSULTANT will provide District staff with the BAU counts by jurisdictions, specifically those for the Santa Margarita Watershed Benefit Assessment Area for the City of Temecula, City of Murrieta, City of Menifee, and the County of Riverside.

Task 3.2.5 – Preparation of the Annual Engineer's Report

CONSULTANT will prepare the *Engineer's Report* based on the current status of development with an updated assessment diagram, a methodology of assessment in proportion to the benefits received by each parcel from the landscape improvements and an assessment roll for each of the NPDES Watershed Benefit Assessment Areas.

The reports will contain the following:

- A general description of each NPDES Watershed Benefit Assessment Area, which may include key historical facts, and discussion of the District benefits.
- A description of the plans and improvement specifications.
- District budgets and levy summary.
- District services and charges.
- Changes to the District including notable and proposed modifications.
- A description of the *Method of Apportionment*.
- A map of the NPDES Watershed Benefit Assessment Area boundaries.
- The estimated assessment to each parcel.
- An affidavit stating that a professional engineer has prepared the report.

A. Report Reproduction: CONSULTANT will provide the District with 87 copies of the full Engineer's Report including the assessment roll. The numbers of copies are identified as follows: NPDES Santa Ana Watershed Benefit Assessment Area (SAWBAA), Santa Margarita Watershed Benefit Assessment Area (SMWBAA), and Whitewater Watershed Benefit Assessment Area (WWBAA).

1. Copies of the *Preliminary Engineer's Reports* for Form 11 Reports – due June of each year. Nine (9) copies of the *Preliminary Engineer's Report* for each watershed will be provided.
2. Copies of the *Final Engineer's Report* - due June of each year. Seventeen (17) copies of the *Final Engineer's Report* are required for SAWBAA, three (3) copies are required for SMWBAA, and eight (8) copies are required for WWBAA.

3. Additional Copies for Zone Commissioner Letters with Engineer's Reports – due June of each year. Five (5) additional copies are required for SAWBAA, seven (7) additional copies are required for SMWBAA, and seven (7) additional copies are required for WWBAA.
4. Additional Copies in Binders for Postings.

Task 3.2.6 – Report Filing and Notice

CONSULTANT will review the notice prepared by County Counsel and assist in the posting of copies of the notices including *Engineer's Reports* and processing the *Certificate of Postings*. CONSULTANT will coordinate the Binders for Postings as follows: In July of each year, CONSULTANT will post thirteen (13) Binders at the following locations: the Riverside County Flood Control District, Riverside County Clerk, City of Palm Springs, City of Corona, City of Hemet, City of Lake Elsinore, City of Murrieta, and City of Temecula.

Task 3.2.7 – Public Service/Information

CONSULTANT will serve as the initial and primary contact to District property owners, title companies and other interested parties regarding the District proceedings and annual installments. A toll free telephone number, of CONSULTANT designation, will appear on the regular property tax billing, next to the specific line item, to facilitate contact with the public.

- A. Toll Free Number – CONSULTANT will provide a toll free phone number for the District to refer property owners, title companies and other interested parties to in regards to the District proceedings and annual installments.

Task 3.2.8 – Annual Levy Submittal

- A. Assessment Enrollment: CONSULTANT will calculate and prepare the special assessment levy for each parcel by Assessor's Parcel Number for each district in a format and media acceptable for direct submission to the County Auditor-Controller's office prior to the statutory deadline.
- B. Exceptions Research: CONSULTANT will research the exceptions list from the County, update parcel number changes in its database and calculate the special assessment levy as well as report the revised parcels and updated levy amounts to the County. CONSULTANT will also prepare for District staff any additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.
 1. Applied Report: CONSULTANT will provide the District with a final levy summary report listing the amounts actually applied to the County tax roll.
 2. Public Service/Information: CONSULTANT will act as primary contact (at the District's discretion) to answer property owner questions regarding the levy of assessments for the District. Typically, CONSULTANT Associates' toll-free telephone number will appear on the regular property tax billing next to the particular assessment for property owners to call with questions.

3. Handbills: CONSULTANT will prepare and mail handbills (invoices) 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 handbills would be provided in two (2) installments, similar to the County tax bills, and would be payable either to our PO Box or directly to the District.
4. Audit Maps: CONSULTANT will generate Audit Maps and provide them to the District that will depict the current year's levied properties through the implementation of our GIS platform in combination with its WEBBSTAR. This helps us ensure accuracy in identifying any parcel changes.

Task 3.2.9 – Delinquency Maintenance

- A. Delinquency Policy: CONSULTANT will review and make recommendations to District staff based on established policies related to the collection of delinquent special assessments.
- B. Delinquency Tracking and Reporting: CONSULTANT will research the records of the Riverside County Tax Collector for payment information to determine which parcels are delinquent after the December 10 and April 10 property tax installment due dates. Delinquency reports will include parcel lists showing the Assessor's Parcel Number (APN), property owner and delinquent amount for each parcel.
- C. Delinquency History: CONSULTANT will maintain a database that includes a regularly updated delinquency history of the parcels located in the district, as derived from the Riverside County property tax system. Delinquency history shall include delinquent amounts for each parcel including penalties and interest due, reference to those parcels that have been referred to Foreclosure Counsel, and prior year delinquencies that have been paid.
- D. Notification to Delinquent Property Owners: (Optional – requires District approval) CONSULTANT will prepare and mail letters (on District letterhead), via first-class mail to property owners at the times and in the format determined by the delinquency policy. CONSULTANT will respond to public requests regarding delinquent notices and shall prepare, as necessary, statements to the requesting party listing all amounts delinquent including penalties, interest, and roll removal fees.

3.3.0 – Lake Elsinore (Zone 3) Benefit Assessment Scope of Work Annual Administration

Task 3.3.1- Data Collection/Review

CONSULTANT will obtain and review information germane to the special districts including but not limited to the following:

- Current fiscal year *Engineer's Reports* beginning FY 2015-16 for Elsinore Valley (Zone 3) Flood Control Benefit Assessment Area.
- Current fiscal year *Resolutions* beginning FY 2015-16 adopting and confirming the assessments and levy.

- *Resolution F#* to be assigned by District staff annually – Elsinore Valley (Zone 3)
- Current fiscal year Benefit Assessment Units (BAU) beginning FY 2015-16.
- Fiscal year Budgets beginning FY 2016-17.
- List of new parcels.
- Changes in land use classifications for assigning BAU's.
- Field check information.

Task 3.3.2– Coordinate/Communicate with District Staff

CONSULTANT will coordinate with the District and gain understanding of the specific goals, components and criteria to meet each special district's individual needs. CONSULTANT will meet with the District staff to confirm the schedule of events, procedural and financial considerations, and reviewing budgets.

Task 3.3.3 – Determine and Recommend Benefit Assessments

CONSULTANT will determine the Benefit Assessment Units (BAUs) for each parcel as determined in proportion to the estimated benefit received. The amount of benefit is computed based upon the parcel's size (acreage) and its land use classification. A single-family residential structure on a 7,200 square foot lot (1/6 of an acre) is defined as one benefit assessment unit (BAU). The BAUs for other types of land use are calculated in proportion to the amount of runoff generated by a single-family residence on a 7,200 square foot lot.

- Vacant undeveloped parcels are not assessed because they are considered to generate no increase in pollutant loading.
- The taxable parcels are placed into one of six (6) groups. Each group has a different BAU assigned per acre. The methodology in determining the number of BAU's is consistent for each BAA, although each has a different rate per BAU.

Task 3.3.4 – Provide Data in a Compatible Format

Each Fiscal Year CONSULTANT will prepare the annual special assessment listing by parcel for the special district in a format and media acceptable for direct submission to the Auditor-Controller's office prior to the statutory deadline and shall perform adjustments and corrections to the levies on the property tax rolls as necessary. Said schedule will be based on the parcel configurations within the district as of the proceeding January 1 (the statutory lien date for the Fiscal Year for which said schedule is being produced). CONSULTANT will provide staff with a hard copy report of the special assessments as calculated. If corrections/revisions after the deadline are necessary, CONSULTANT will research, recalculate, and follow District staff's direction to rectify the issue.

- A. Tax Roll Application Preparation: CONSULTANT will prepare the annual application for the tax rolls in a format acceptable to the Assessor-County Clerk-Recorder, including the preparation of the Proposition 218 Compliance letters for each special district.
- B. Levy Report: Provide the District with a hard copy and an electronic copy of the Annual Levy Report, once finalized, containing the information used to calculate the annual installment amount for each parcel, as well as a summary of the total annual levy for the special district.
- C. Annual GIS Audit Maps: CONSULTANT will obtain the latest Assessor's parcel maps and equalized tax roll information from the Assessor's Office for the parcels within the special district as well as the GIS shape files for our in-house GIS platform. This information is loaded to aid in identifying parcel changes thereby allowing for timely calculation of the initial levy submittal and not relying on rejected submittals from the County to identify these changes.

Task 3.3.5 – Preparation of the Annual Engineer's Report

CONSULTANT will prepare the *Engineer's Report* based on the current status of development with an updated assessment diagram, a methodology of assessment in proportion to the benefits received by each parcel from the landscape improvements and an assessment roll for the Elsinore Valley (Zone 3) Benefit Assessment Area.

The report will contain the following:

- A general description of Zone 3, which may include key historical facts, and discussion of the District benefits.
 - A description of the plans and improvement specifications.
 - District budgets and levy summary.
 - District services and charges.
 - Changes to the District including notable and proposed modifications.
 - A description of the *Method of Apportionment*.
 - A map of the Lake Elsinore (Zone 3) Benefit Assessment Area boundaries.
 - The estimated assessment to each parcel.
 - An affidavit stating that a professional engineer has prepared the report.
- A. Report Reproduction: CONSULTANT will provide the District with 30 copies of the full Engineer's Report including the assessment roll. The number of copies is identified as follows:

1. Copies of the Preliminary Engineer's Reports for Form 11 Reports – due June of each year.
2. Copies of the Final Engineer's Report – due June of each year.
3. Additional Copies in Binders for Postings.

Task 3.3.6 – Report Filing and Notice

CONSULTANT will review the notice prepared by County Counsel and assist in the posting of copies of the notices including *Engineer's Reports* and processing the *Certificate of Postings*. CONSULTANT will coordinate the Binders for Postings as follows: In July 2015 CONSULTANT will post four (4) Binders at the following locations: the Riverside County Flood Control District, Riverside County Clerk, City of Lake Elsinore, and Altha Merrifield Memorial Library.

Task 3.3.7 – Public Service/Information

CONSULTANT will serve as the initial and primary contact to District property owners, title companies and other interested parties regarding the District proceedings and annual installments. A toll free telephone number, of CONSULTANT designation, will appear on the regular property tax billing, next to the specific line item, to facilitate contact with the public.

- A. Toll Free Number – CONSULTANT will provide a toll free phone number for the District to refer property owners, title companies and other interested parties to in regards to the District proceedings and annual installments.

Task 3.3.8 – Annual Levy Submittal

- A. Assessment Enrollment: CONSULTANT will calculate and prepare the special assessment levy for each parcel by Assessor's Parcel Number for the District in a format and media acceptable for direct submission to the County Auditor-Controller's office prior to the statutory deadline.
- B. Exceptions Research: CONSULTANT will research the exceptions list from the County; and update parcel number changes in the database and calculate the special assessment levy, as well as report the revised parcels and updated levy amounts to the County. CONSULTANT will also prepare for District staff any additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.
- C. Applied Report: CONSULTANT will provide the District with a final levy summary report listing the amounts actually applied to the County tax roll.
- D. Public Service/Information: CONSULTANT will act as primary contact (at the District's discretion) to answer property owner questions regarding the levy of assessments for the District. Typically, CONSULTANT Associates' toll-free telephone number will appear on the regular property tax billing next to the particular assessment for property owners to call with questions.

- E. Handbills: CONSULTANT will prepare and mail handbills (invoices) 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 handbills would be provided in two (2) installments, similar to the County tax bills, and would be payable either to our PO Box or directly to the District.
- F. Audit Maps: CONSULTANT will generate Audit Maps and provide them to the District that will depict the current year's levied properties through the implementation of our GIS platform in combination with its WEBSTAR. This helps us ensure accuracy in identifying any parcel changes.

Task 3.3.9 – Delinquency Maintenance

- A. Delinquency Policy: CONSULTANT will review and make recommendations to District staff based on established policies related to the collection of delinquent special taxes to ensure consistency with the foreclosure covenant and/or with the requirements of the bond issue for the District.
- B. Delinquency Tracking and Reporting: CONSULTANT will research the records of the Riverside County Tax Collector for payment information to determine which parcels are delinquent after the December 10 and April 10 property tax installment due dates. Delinquency reports will include parcel lists showing the Assessor's Parcel Number (APN), property owner and delinquent amount for each parcel.
- C. Delinquency History: CONSULTANT will maintain a database that includes a regularly updated delinquency history of the parcels located in the district, as derived from the Riverside County property tax system. Delinquency history shall include delinquent amounts for each parcel including penalties and interest due, reference to those parcels that have been referred to Foreclosure Counsel, and prior year delinquencies that have been paid.
- D. Notification to Delinquent Property Owners: (Optional – requires District approval) CONSULTANT will prepare and mail letters (on District letterhead), via first-class mail to property owners at the times and in the format determined by the delinquency policy. *Notice of Default* letters will be sent to mortgage lenders or first trust deed holders if directed by District staff. CONSULTANT will respond to public requests regarding delinquent notices and shall prepare, as necessary, statements to the requesting party listing all amounts delinquent including penalties, interest, and roll removal fees.

Task 3.3.10 – Retirement

- A. CONSULTANT will provide technical support related to retirement or abandonment of proceedings related to Lake Elsinore (Zone#) benefit assessment program.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**Administrative Services Cost Proposal**

	FY 2015- 16	FY 2016- 17	FY2017- 18	FY 2018- 19	FY 2019- 20
NPDES Annual Administration	\$32,500.00	\$32,500.00	\$32,500.00	\$32,500.00	\$32,500.00
Lake Elsinore (Zone 3) Annual Administration	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Total	\$47,500.00	\$47,500.00	\$47,500.00	\$47,500.00	\$47,500.00