



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

**FROM:** General Manager-Chief Engineer

602B

**SUBMITTAL DATE:**  
July 27, 2010

**SUBJECT:** Multi-Year Professional Services Agreement  
Albert A. Webb Associates

**RECOMMENDED MOTION:**

1. Approve the multi-year Professional Services Agreement between the District and Albert A. Webb Associates;
2. Authorize the Chairman to execute the Agreement on behalf of the District; and
3. Authorize the District's General Manager-Chief Engineer to renew the Agreement for Fiscal Years 2011-12, 2012-13, 2013-14 and 2014-15.

**BACKGROUND:**

The agreement sets forth the terms and conditions by which Albert A. Webb Associates shall perform consulting services for the Administration of the District's NPDES Benefit Assessment and Lake Elsinore (Zone 3) Benefit Assessment Programs.

Continued on Page 2.

JRH:mc

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	<b>Current F.Y. District Cost:</b>	\$47,500.00	<b>In FY 2010/11 Budget:</b>	Yes
	<b>Current F.Y. County Cost:</b>	\$0.00	<b>Budget Adjustment:</b>	No
	<b>Annual Net District Cost:</b>	\$47,500.00	<b>For Fiscal Year:</b>	10/11 to 14/15

<b>SOURCE OF FUNDS:</b> 209100 60125 947440 Zone 3 Benefit Assessment Admin.	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
25180 947540 525440 NPDES Whitewater Professional Services		
25190 947560 525440 NPDES Santa Ana Professional Services		
25200 947580 525440 NPDES Santa Margarita Professional Services	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**County Executive Office Signature**

**APPROVE**  
BY:   
Jerry Norris

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Buster, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** Tavaglione  
**Date:** July 27, 2010  
**xc:** Flood

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

FISCAL PROCEDURES APPROVED  
BY:   
IVAN M. CHAND  
7/14/10

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS  
DATE: 7/14/10

Departmental Concurrence

Dep't Recomm.:  Consent  - Policy  
Per Exec. Ofc.:  Consent  Policy

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

**SUBJECT:** Multi-Year Professional Services Agreement  
Albert A. Webb Associates

**SUBMITTAL DATE:** July 27, 2010  
**Page 2**

**BACKGROUND: Continued**

In accordance with County Board Policy A-18, a Request for Proposal (RFP) was prepared and sent to known vendors as well as being posted on the Internet. All qualifying bids were evaluated based on pre-established criteria such as Scope of Work, certifications and qualifications, responsiveness to the RFP, feasibility and cost. Albert A. Webb Associates met the District's requirements and was the highest ranked respondent in overall scoring after evaluation of all of the proposals submitted for consideration in the RFP process.

**PRICE REASONABLENESS:**

The proposal prepared by Albert A. Webb Associates is a competitive bid proposal submitted as the result of a RFP or formal bid process initiated by the Riverside County Flood Control and Water Conservation District. After careful evaluation of the proposals submitted for consideration based upon the pre-established criteria including cost, the proposal Albert A. Webb Associates submitted, establishes their firm as a responsible bidder for the services outlined and specified in *Attachment A, Scope of Services*.

Note: For services considered *Optional* specified in *Attachment A, Scope of Services*, the District shall retain the right to negotiate and engage Albert A. Webb Associates for such optional services at the *Optional Services* rates quoted in *Attachment B, Administrative Services Cost Proposal*.

**FINANCIAL:**

The services noted in the *Scope of Services, Attachment A* and the rates proposed in *Attachment B* of this Agreement will apply for fiscal years 2010-11, 2011-12, 2012-13, 2013-14 and 2014-15. Sufficient funding will be included in the budgets for the same fiscal years.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a public agency, hereinafter referred to as DISTRICT and ALBERT A. WEBB ASSOCIATES, a California corporation, hereinafter referred to as CONSULTANT.

RECITALS

DISTRICT has and will continue to establish assessment districts pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000, et. seq.), improvement districts pursuant to the Benefit Assessment Act of 1982 (California Government Code Sections 54703, et. seq.) or benefit assessment districts pursuant to the District Act (Chapter 48 of the Appendix of the California Water Code) and to sell and issue bonds pursuant to the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500, et. seq.) and the District Act; and

Said assessment districts, improvement districts, benefit assessment districts and benefit assessment programs for Santa Margarita, Santa Ana, and Whitewater Watersheds require administrative services regarding the calculation, apportionment and collection of assessments levied in said districts and watersheds; and

CONSULTANT is qualified to and can provide those services required.

NOW, THEREFORE, the parties do mutually agree as follows:

1. PROJECT – CONSULTANT shall perform services for the administration of the DISTRICT’S NPDES Benefit Assessment and Lake Elsinore (Zone 3) Benefit Assessment Programs.
2. SCOPE OF SERVICES – DISTRICT hereby retains CONSULTANT, as an independent contractor, to perform all technical and professional services including but not

1 limited to expertise, labor, equipment, tools, facilities, materials, supervision and other incidental  
2 services necessary to fully and adequately perform in a complete, skillful and professional  
3 manner those services set forth in Attachment "A" attached hereto and made a part hereof.  
4

5 3. TIME FOR PERFORMANCE – CONSULTANT shall commence performance of  
6 services upon receipt of a written Notice to Proceed from DISTRICT authorizing  
7 CONSULTANT to initiate work pursuant to this Agreement. CONSULTANT shall diligently  
8 perform the services to full completion by June 30, 2011. By mutual consent of DISTRICT and  
9 CONSULTANT, this Agreement may be renewed for four (4) additional fiscal years through  
10 June 30, 2015.  
11

12 4. COMPENSATION – DISTRICT shall pay CONSULTANT for services performed  
13 and expenses incurred in accordance with the cost proposal and the standard rates as set forth on  
14 Attachment B attached hereto and made a part hereof. The total amount of compensation paid to  
15 CONSULTANT under this agreement shall not exceed the sum of forty-seven thousand five  
16 hundred dollars (\$47,500.00) in any given fiscal year unless a written amendment to this  
17 Agreement is executed by both parties prior to performance of additional services.  
18

19 5. PAYMENT – Upon satisfactory performance of CONSULTANT'S services as set  
20 forth herein, DISTRICT shall pay CONSULTANT within thirty (30) days after DISTRICT'S  
21 receipt of appropriate invoice(s) from CONSULTANT. CONSULTANT shall keep employee  
22 and expense records according to customary accounting methods and such records shall be  
23 available for inspection by DISTRICT to verify the invoices of CONSULTANT. All invoices  
24 shall itemize charges to conform to the portion(s) of work and estimated costs as set forth on  
25 Attachment "B".  
26  
27  
28

1  
2 6. MEETINGS – DISTRICT and CONSULTANT personnel shall meet and confer on  
3 or about April 15<sup>th</sup> of each year to discuss program issues and coordinate the preparation of the  
4 various packages.

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

8 8. SUBCONTRACTING – CONSULTANT may, at CONSULTANT'S own expense,  
9 employ special consultants to accomplish the work covered by this Agreement however, except  
10 as specifically provided in Attachment "A" or as expressly identified in this Agreement, no  
11 portion of the services pertinent to this Agreement shall be subcontracted without prior written  
12 approval and authorization by DISTRICT.  
13

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

21 9. NOTICES – All correspondence and notices sent or required to be sent to the  
22 parties to this Agreement will be mailed by first class mail, postage prepaid, to the following  
23 addresses, or to such other address as shall be designated by proper notices:  
24

25 RIVERSIDE COUNTY FLOOD CONTROL  
26 AND WATER CONSERVATION DISTRICT  
27 1995 Market Street  
28 Riverside, CA 92501-1719  
Attn: Finance Division

ALBERT A. WEBB ASSOCIATES  
3788 McCray Street  
Riverside, CA 92506-2973  
ATTN: Paul Thompson

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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

E. General Insurance Provisions – All Lines:  
a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County

1 Risk Manager waives a requirement for a particular insurer such waiver is only valid for that  
2 specific insurer and only for one policy term.  
3

4 b. The CONSULTANT must declare its insurance self-insured retention  
5 for each type of coverage required herein. If any such self-insured retention exceeds \$500,000  
6 per occurrence each such retention shall have the prior written consent of the County Risk  
7 Manager before the commencement of operations under this Agreement. Upon notification of  
8 self-insured retention deemed unacceptable to the DISTRICT, and at the election of the County  
9 Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-insured  
10 retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees  
11 payment of losses and related investigations, claims administration, and defense costs and  
12 expenses.  
13

14 c. CONSULTANT shall cause their insurance carrier(s) to furnish  
15 DISTRICT with 1) a properly executed original Certificate(s) of Insurance and certified original  
16 copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally  
17 or in writing by the County Risk Manager, provide original certified copies of policies including  
18 all Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
19 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
20 carrier(s) that thirty (30) days written notice shall be given to DISTRICT prior to any material  
21 modification, cancellation, expiration or reduction in coverage of such insurance. In the event of  
22 a material modification, cancellation, expiration or reduction in coverage, this Agreement shall  
23 terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly  
24 executed original Certificate of Insurance and original copies of Endorsements or certified  
25 original policies, including all endorsements and attachments thereto, evidencing coverage's set  
26 forth herein and the insurance required herein is in full force and effect. *CONSULTANT shall*  
27  
28



1 *not commence operations until DISTRICT has been furnished with original Certificate(s) of*  
2 *Insurance and certified original copies of Endorsements and if requested, certified original*  
3 *policies of insurance including all endorsements and any and all other attachments as required*  
4 *in this Section. An individual authorized by the insurance carrier to do so, on its behalf shall*  
5 *sign the original endorsements for each policy and the Certificate of Insurance.*

7           d. It is understood and agreed by the parties hereto that CONSULTANT'S  
8 insurance shall be construed as primary insurance, and DISTRICT'S insurance and/or  
9 deductibles and/or self-insured retentions or self-insured programs shall not be construed as  
10 contributory.

12           e. If, during the term of this Agreement or any extension thereof, there is a  
13 material change in the scope of services or there is a material change in the equipment to be used  
14 in the performance of the scope of work which will add additional exposures (such as the use of  
15 aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof,  
16 exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required  
17 under this Agreement and the monetary limits of liability for the insurance coverage's currently  
18 required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of  
19 insurance carried by CONSULTANT has become inadequate.

21           f. CONSULTANT shall pass down the insurance obligations contained  
22 herein to all tiers of subcontractors working under this Agreement.

23           g. The insurance requirements contained in this Agreement may be met  
24 with a program(s) of self-insurance acceptable to DISTRICT.

25           h. CONSULTANT agrees to notify DISTRICT of any claim by a third  
26 party or any incident or event that may give rise to a claim arising from the performance of this  
27 Agreement.  
28

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

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

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

21           CONSULTANT'S indemnification obligations shall be satisfied when  
22 CONSULTANT has provided to DISTRICT the appropriate form of dismissal (or similar  
23 document) relieving DISTRICT from any liability for the claim, proceeding or action involved.  
24

1           The specified insurance limits required in this Agreement shall in no way limit or  
2  
3 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT from  
4 third party claims.

5           In the event there is conflict between this section and California Civil Code Section  
6 2782, this section shall be interpreted to comply with Civil Code 2782. Such interpretation shall  
7 not relieve CONSULTANT from indemnifying DISTRICT or the County of Riverside to the  
8 fullest extent allowed by law.

9           11. WORK PRODUCT – CONSULTANT shall provide DISTRICT with all power  
10 point presentations, data, materials, drawings, logs and reports as described in Attachment A.  
11 All work products or deliverables furnished under this Agreement shall be and remain the sole  
12 property of DISTRICT. CONSULTANT shall not publish or transfer any material produced by  
13 CONSULTANT or resulting from activities supported by this Agreement without the written  
14 consent of the General Manager-Chief Engineer. If any such material is subject to copyright or  
15 trademark, the parties agree that the right to any and all copyright and/or trademark in and to the  
16 material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties  
17 hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and  
18 irrevocable license to reproduce, publish and use such material, in whole or in part, and to  
19 authorize others to do so, provided written credit is given the author.

20  
21  
22           12. TERMINATION – At any time during the term of this Agreement, DISTRICT  
23 may:

24           a. Terminate this Agreement without cause upon providing CONSULTANT  
25 thirty (30) days written notice stating the extent and effective date of termination; or

26           b. Upon five (5) days written notice, terminate this Agreement for  
27 CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this  
28

1 Agreement or fails to make progress so as to endanger performance and does not cure such  
2 failure within a reasonable period of time. In the event of such termination, the DISTRICT may  
3 proceed with the work in any manner deemed proper to DISTRICT.  
4

5 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall (i)  
6 stop all work under this Agreement on the date specified in the Notice of Termination; and (ii)  
7 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed by  
8 DISTRICT, any equipment, data or reports which, if the Agreement had been completed, would  
9 have been required to be furnished to DISTRICT.  
10

11 In the event DISTRICT terminates this Agreement, DISTRICT shall make payment  
12 for all services performed in accordance with this Agreement to the date of termination, a total  
13 amount which bears the same ratio to the total maximum fee otherwise payable under this  
14 Agreement as the services actually bear to the total services necessary for performance of this  
15 Agreement. Notwithstanding any of the other provisions of this Agreement, CONSULTANT'S  
16 rights under this Agreement shall terminate (except for fees accrued prior to the date of  
17 termination) upon dishonesty, or a willful or material breach of this Agreement by  
18 CONSULTANT, or in the event of CONSULTANT'S unwillingness or inability for any reason  
19 whatsoever to perform the duties hereunder, or if Agreement is terminated pursuant to Section 20  
20 herein, titled NON-DISCRIMINATION. In such event, CONSULTANT shall not be entitled to  
21 any further compensation under this Agreement. The rights and remedies of DISTRICT  
22 provided in this section shall not be exclusive and are in addition to any other rights and  
23 remedies provided by law or under this Agreement.  
24  
25

26 13. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by  
27 CONSULTANT without the prior written consent of DISTRICT.  
28

1  
2 14. CONFLICT OF INTEREST – CONSULTANT covenants that it presently has no  
3 interest in, including but not limited to, other projects or independent contracts and shall not  
4 acquire any such interest, direct or indirect, which would conflict in any manner or degree with  
5 the performance of services required to be performed under this Agreement. CONSULTANT  
6 further covenants that in the performance of this Agreement, no person having any such interest  
7 shall be employed or retained by it under this Agreement.

8 15. CONFIDENTIALITY OF DATA - All financial, statistical, personal, technical or  
9 other data and information made available to CONSULTANT shall not be disclosed (in whole or  
10 in part) by CONSULTANT to any third parties and shall be protected by CONSULTANT from  
11 unauthorized use and disclosure. The only exception to this shall be if disclosure is approved in  
12 advance in writing by DISTRICT or if the disclosure is made to CONSULTANT'S  
13 subcontractors as anticipated by this Agreement.

14  
15 CONSULTANT shall not issue any news release or public relations item regarding such  
16 confidential information or CONSULTANT'S work under this Agreement, without prior review  
17 of the contents and written approval by DISTRICT.

18  
19 These same requirements shall be applicable to any of CONSULTANT'S subcontractors.  
20 CONSULTANT shall include the requirements stated in this section in the agreement with any  
21 of its subcontractors.

22 16. INDEPENDENT CONTRACTOR – CONSULTANT and the agents and  
23 employees of CONSULTANT shall act at all times in an independent capacity during the term of  
24 this Agreement and in the performance of the services to be rendered hereunder and shall not act  
25 as or shall not be and shall not in any manner be considered employees or agents of DISTRICT.  
26

27 17. EXTRA WORK – CONSULTANT shall not perform extra work beyond the scope  
28 of services described in Attachment "A" without the prior written approval of the DISTRICT.

1 Failure to obtain such prior written approval may result in CONSULTANT not receiving any  
2 additional payment for such extra work.

3  
4 CONSULTANT must immediately identify and notify DISTRICT in writing of any extra  
5 work, and propose a revised scope, cost and schedule for PROJECT. DISTRICT'S approval of  
6 such extra work shall be in the form of an amendment to this Agreement.

7 18. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in  
8 accordance with the laws of the State of California. If any provision of this Agreement is held  
9 by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining  
10 provisions shall be declared severable and shall be given full force and effect to the extent  
11 possible.  
12

13 Any legal action, in law or equity related to the performance or interpretation of this  
14 Agreement shall be filed only in the Superior Court for the State of California located in  
15 Riverside, California and the parties waive any provision of law providing for a change of venue  
16 to another location. Prior to the filing of any legal action, the parties shall be obligated to attend  
17 a mediation session with a neutral mediator to try to resolve the dispute.  
18

19 19. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the  
20 terms of this Agreement shall not be constructed to be a waiver of any subsequent or other  
21 breach of the same or any other term thereof. Failure on the part of DISTRICT to require exact,  
22 full and complete compliance with any terms of this Agreement shall not be construed as in any  
23 manner changing the terms hereof, or stopping DISTRICT from enforcement hereof.  
24

25 20. NON-DISCRIMINATION – In the performance of the terms of this Agreement,  
26 CONSULTANT shall not engage in nor permit others he may employ to engage in  
27 discrimination in the employment of persons because of the race, color, national origin or  
28 ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities

1 Act (ADA), medical condition, marital status or sex of such persons, in accordance with the  
2 provision of California Labor Code Section 1735.

3  
4 21. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that  
5 the obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT  
6 funds for the reimbursement of CONSULTANT'S fees. In the event that such funds are not  
7 forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing.  
8 This Agreement shall be deemed terminated and have no further force and effect immediately on  
9 receipt of DISTRICT'S notification by CONSULTANT. In the event of such termination,  
10 CONSULTANT shall be entitled to payment for work already performed in accordance with this  
11 Agreement.  
12

13  
14 //

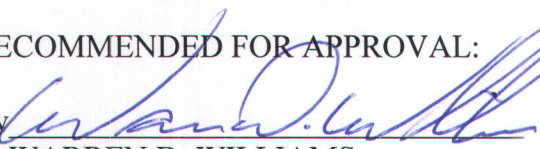
15 //  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

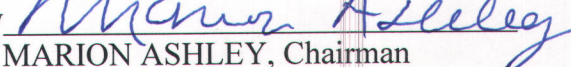
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

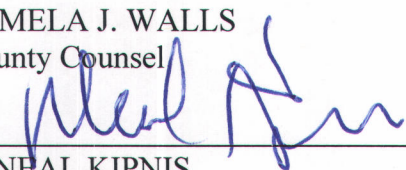
**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

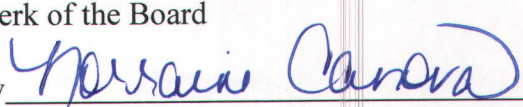
By   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

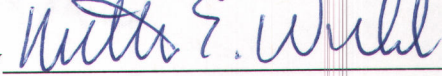
PAMELA J. WALLS  
County Counsel  
By   
NEAL KIPNIS  
Deputy County Counsel

KECIA HARPER-IHEM  
Clerk of the Board  
By   
Deputy

Dated: 7/8/10

(SEAL)

ALBERT A. WEBB ASSOCIATES

By   
MATTHEW E. WEBB  
President

Professional Services Agreement  
NPDES Benefit Assessment Programs  
Lake Elsinore (Zone 3) Benefit Assessment  
JRH:mc  
6/28/2010



## Scope of Services

### 3.1.0 – General Scope of Work for Annual Administration

#### *Task 3.1.1 – Annual Special Assessment Listing*

Each Fiscal Year WEBB 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). WEBB will provide staff with a hard copy report of the special assessments as calculated. If corrections/revisions after deadline are necessary, WEBB will research, recalculate, and follow District staff's direction to rectify the issue.

- A. Tax Roll Application Preparation: WEBB 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: WEBB 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: WEBB 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. WEBB 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, WEBB is to facilitate the preparation of assessment apportionment applications. WEBB 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 – WEBB will prepare reports of Delinquencies*

- A. Delinquency Policy: WEBB 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: WEBB 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: WEBB 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) WEBB 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. WEBB 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) WEBB 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) WEBB 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. WEBB will provide delinquent amounts (including penalty and interest at the time the foreclosure is transferred) to Special Counsel. WEBB 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. WEBB 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. WEBB shall provide reports to the District for deposit with the state and national repositories. WEBB will work with District staff in responding to requests for information from investors and other market participants.
- C. Internet Dissemination: WEBB will post the continuing disclosure report on Albert A. Webb Associates' web site.

*Task 3.1.5 – Bond Payoff Calculations (when necessary)*

At the request of any landowner, WEBB 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. WEBB will prepare and record a *Release of Lien* if prepayments are received or upon special district maturity.

### *Task 3.1.6 – Property Owner Information*

WEBB 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 WEBB 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 WEBB for information regarding the District proceedings and annual installments.

### *Task 3.1.7 – Early Bond Redemption Preparation*

WEBB 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, WEBB will determine the par amount of the bonds to be called, calculate any applicable premium, and determine which years to call. WEBB 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: WEBB 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*

WEBB 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*

WEBB 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, WEBB 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*

WEBB will provide any consulting services related to the project which are not listed in the original proposal for services. WEBB will advise the District as necessary. If additional fees result from additional services, WEBB 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*

WEBB 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 2009-10 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 2009-10 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 2009-10.
- 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*

WEBB will coordinate with the District and gain understanding of the specific goals, components and criteria to meet each special district's individual needs. WEBB 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*

WEBB 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 WEBB 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). WEBB will provide staff with a hard copy report of the special assessments as calculated. If corrections/revisions after the deadline are necessary, WEBB will research, recalculate, and follow District staff's direction to rectify the issue.

- A. Tax Roll Application Preparation: WEBB 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: WEBB 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: WEBB 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*

WEBB 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: WEBB 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*

WEBB 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*. WEBB will coordinate the Binders for Postings as follows: In July of each year, WEBB 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*

WEBB 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 WEBB 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 – WEBB 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: WEBB 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: WEBB 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. WEBB 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: WEBB will provide the District with a final levy summary report listing the amounts actually applied to the County tax roll.

2. Public Service/Information: WEBB will act as primary contact (at the District's discretion) to answer property owner questions regarding the levy of assessments for the District. Typically, Webb 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: WEBB 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: WEBB 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: WEBB 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: WEBB 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: WEBB 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) WEBB 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. WEBB 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*

WEBB 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 2009-10 for Elsinore Valley (Zone 3) Flood Control Benefit Assessment Area.
- Current fiscal year *Resolutions* beginning FY 2009-10 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 2009-10.
- Fiscal year Budgets beginning FY 2010-11.
- List of new parcels.
- Changes in land use classifications for assigning BAU's.
- Field check information.

*Task 3.3.2– Coordinate/Communicate with District Staff*

WEBB will coordinate with the District and gain understanding of the specific goals, components and criteria to meet each special district's individual needs. WEBB 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*

WEBB 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 WEBB 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). WEBB will provide staff with a hard copy report of the special assessments as calculated. If corrections/revisions after the deadline are necessary, WEBB will research, recalculate, and follow District staff's direction to rectify the issue.

- A. Tax Roll Application Preparation: WEBB 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: WEBB 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*

WEBB 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: WEBB 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*

WEBB 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*. WEBB will coordinate the Binders for Postings as follows: In July 2010 WEBB will post 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*

WEBB 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 WEBB 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 – WEBB 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: WEBB 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: WEBB 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. WEBB 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: WEBB will provide the District with a final levy summary report listing the amounts actually applied to the County tax roll.
- D. Public Service/Information: WEBB will act as primary contact (at the District's discretion) to answer property owner questions regarding the levy of assessments for the District. Typically, Webb 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: WEBB 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: WEBB 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 3.3.9 – Delinquency Maintenance*

- A. Delinquency Policy: WEBB 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: WEBB 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: WEBB 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) WEBB 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. WEBB 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.

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

<b>District</b>	<b>FY 2010-11</b>	<b>FY 2011-12</b>	<b>FY 2012-13</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>
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
<b>Total</b>	<b>\$47,500.00</b>	<b>\$47,500.00</b>	<b>\$47,500.00</b>	<b>\$47,500.00</b>	<b>\$47,500.00</b>

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

Task Description	Number of Meetings	Principal I	Senior II	Associate I	Assistant III	Total Hours	Labor	Optional Services	Total	Proposed Annual Amount
<b>Engineering Services</b>										
NPDES Annual Administration Scope of Work										
Task 3.2.1 - Data Collection/Review			1.0	3.0	2.5	6.5	\$ 678		\$ 678	
Task 3.2.2 - Coordinate/Communicate with District Staff	1	1.0	3.0	3.0		7.0	\$ 937		\$ 937	
Task 3.2.3 - Determine and Recommend Benefit Assessments			10.0	2.0		12.0	\$ 1,678		\$ 1,678	
Task 3.2.4 - Provide Data in a Compatible Format			3.0	3.0		6.0	\$ 327		\$ 327	
Task 3.2.5 - Preparation of the Annual Engineer's Report	1	2.0	20.0	45.0		67.0	\$ 8,169		\$ 8,169	
Task 3.2.6 - Report Filing and Notice			1.0	8.0		9.0	\$ 1,018		\$ 1,018	
Task 3.2.7 - Public Service/Information			2.0	10.0		12.0	\$ 1,382		\$ 1,382	
Task 3.2.8 - Annual Levy Submittal		3.0	45.0	80.0	23.0	151.0	\$ 17,692		\$ 17,692	
Task 3.2.9 - Delinquency Maintenance		6.0	83.0	159.0	25.5	273.5	\$ 32,572		\$ 32,572	\$ 32,500
<b>Subtotal NPDES Annual Administration</b>	<b>2</b>									
Lake Elsinore (Zone 3) Annual Administration Scope of Work										
Task 3.3.1 - Data Collection/Review			1.0	1.0	1.0	3.0	\$ 337		\$ 337	
Task 3.3.2 - Coordinate/Communicate with District Staff	1	1.0	1.0	1.0		3.0	\$ 427		\$ 427	
Task 3.3.3 - Determine and Recommend Benefit Assessments			4.0	1.0		5.0	\$ 693		\$ 693	
Task 3.3.4 - Provide Data in a Compatible Format			1.0	1.0		2.0	\$ 109		\$ 109	
Task 3.3.5 - Preparation of the Annual Engineer's Report	1	1.0	10.0	20.0		31.0	\$ 3,812		\$ 3,812	
Task 3.3.6 - Report Filing and Notice			1.0	3.0		4.0	\$ 473		\$ 473	
Task 3.3.7 - Public Service/Information			1.0	4.0		5.0	\$ 582		\$ 582	
Task 3.3.8 - Annual Levy Submittal		1.0	22.0	35.0	13.0	71.0	\$ 8,265		\$ 8,265	
Task 3.3.9 - Delinquency Maintenance			1.0	2.0		3.0	\$ 364		\$ 364	
<b>Subtotal (Zone 3) Annual Administration</b>	<b>2</b>									
<b>Total</b>	<b>4</b>	<b>9.0</b>	<b>124.0</b>	<b>227.0</b>	<b>39.5</b>	<b>399.5</b>	<b>\$ 47,634</b>	<b>\$ -</b>	<b>\$ 47,634</b>	<b>\$ 47,500</b>
<b>Covered in NPDES-SOW (Zone 3)-SOW</b>										
<b>General Services Scope of Work (Optional)</b>										
Task 3.1.1 - Annual Special Assessment Listing	Task	Task	5	15	2	22.0	\$ 2,529	\$ 2,529	\$ 2,529	
Task 3.1.2 - Prepare Assessment Apportionments	N/A	N/A				-	\$ -	\$ -	\$ -	
Task 3.1.3 - Delinquency Monitoring	3.2.9	3.3.9	1	6		7.0	\$ 800	\$ 800	\$ 800	
Task 3.1.4 - Public Information and Disclosure Reporting	N/A	N/A	3	10		13.0	\$ 1,528	\$ 1,528	\$ 1,528	
Task 3.1.5 - Bond Payoff Calculations	N/A	N/A	2			2.0	\$ 292	\$ 292	\$ 292	
Task 3.1.6 - Property Owner Information	3.2.8	3.3.8	7			7.0	\$ 763	\$ 763	\$ 763	
Task 3.1.7 - Early Bond Redemption Preparation	N/A	N/A	3	1		3.5	\$ 493	\$ 493	\$ 493	
Task 3.1.8 - Amortization Schedules	N/A	N/A		3		2.5	\$ 273	\$ 273	\$ 273	
Task 3.1.9 - Other Tasks (Varies)	Included	Included				-	\$ -	\$ -	\$ -	
Task 3.1.10 - Project related services (Varies)	Included	Included	14.0	41.0	2.0	57.0	\$ 6,677	\$ 6,677	\$ 6,677	\$ 6,600
<b>Subtotal General Services Scope of Work (Optional)</b>	<b>-</b>	<b>-</b>	<b>14.0</b>	<b>41.0</b>	<b>2.0</b>	<b>57.0</b>	<b>\$ -</b>	<b>\$ 6,677</b>	<b>\$ 6,677</b>	<b>\$ 6,600</b>
<b>Total With Optional Services</b>	<b>4</b>	<b>9.0</b>	<b>138.0</b>	<b>268.0</b>	<b>41.5</b>	<b>456.5</b>	<b>\$ 47,634</b>	<b>\$ 6,677</b>	<b>\$ 54,311</b>	<b>\$ 54,100</b>