

**FIRST AMENDMENT TO AGREEMENT
FOR
CONSULTANT SERVICES
CFD/LLD/LMD FORMATIONS
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Willdan Financial Services, Inc., (a California corporation), hereinafter referred to as "Consultant." This First Amendment to Agreement as made and entered into becomes effective upon the date signed by the City.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CFD/LLD/LMD FORMATIONS," hereinafter referred to as "Agreement," dated February 10, 2014.

Whereas, the Consultant is providing Assessment Engineering and Special Tax Consulting Services.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated April 16, 2014 for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A-First Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Exhibit "A" to the Agreement is hereby amended to cease completion of CFD formation for tract 32515 due to termination of formation of district. Actual fees incurred and

payable to Consultant for services performed prior to termination equal \$2,295, reducing the "Not-to-Exceed" fee by \$12,205.

1.2 Exhibit "A" to the Agreement is further amended to include Exhibit A to this First Amendment, which identifies the work plan, objectives, deliverables and timeline Consultant will be responsible to adhering to in the course of establishing CFD 2014-01, Annexation No.1 and includes Consultant's revised reduced fee amount of \$8,000.

1.3 Exhibit "C" to the Agreement is hereby amended by adding to the "TERMS OF PAYMENT" the fixed fee cost of \$8,000 as proposed by Consultant to perform services and provide deliverables associated with CFD 2014-01, Annexation No. 1 as described in Exhibit A to this First Amendment.

1.5 The total "Not-to-Exceed" fee for this Agreement is \$68,795 for the First Amendment to Agreement, representing \$73,000 for the original Agreement, less \$12,205 for termination of formation of CFD for tract 32515, plus an increase of \$8,000 for Annexation No. 1 to CFD 2014-01.


SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

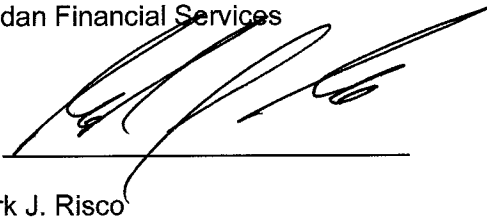
IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

By: _____
City Manager

Date: 7.23.14

Willdan Financial Services


By: _____
Mark J. Risco

Title: President and CEO

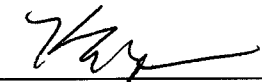
Date: July 16, 2014

INTERNAL USE ONLY

APPROVED AS TO FORM:

_____
City Attorney

July 22 2014
Date

By: _____

Title: Secretary
Kate Nguyen
(Corporate Secretary)

Date: July 17, 2014

RECOMMENDED FOR APPROVAL:

_____
Department Head

7/22/14
Date

Attachments: Exhibit A



April 16, 2014

Ms. Candace Cassel
Special Districts Division Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
Moreno Valley, California 92552

Re: Scope of Services and Fee for CFD 2014-1, Annexation No. 1

Dear Ms. Cassel;

The following outlines Willdan Financial Services (Willdan) scope of services and fee to assist with the CFD 2014-1, Annexation No. 1.

Willdan Financial Services appreciates this opportunity to continue to serve the City of Moreno Valley. If you have any questions regarding this proposal, please contact me directly at (951) 587-3546 or via email to SMedina@willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES

A handwritten signature in black ink, appearing to read 'Susana Medina', is written over a light blue horizontal line.

Susana Medina, Project Manager
District Administration Services

EMAILED

Scope of Work

Below, Willdan has prepared a detailed work plan that addresses objectives and deliverables. Willdan will coordinate with City staff and City's legal counsel for each required task.

Kick Off to Resolution of Intention

Following receipt of the City's authorization to proceed, we will discuss the annexation process with City staff, and identify additional documents or information that may be needed. At the City's discretion, this discussion may include the developer/landowner and/or their representatives. As needed throughout the project, we will coordinate with City staff and directly with developers, their consultants and other outside agencies involved in the project, to gather required information for the annexation proceedings.

Willdan will prepare or review the necessary resolution.

Willdan will prepare the annexation boundary maps of the proposed Annexation No. 1 and future annexation area that meets the requirements of the Community Facilities Act. An electronic copy of the final boundary map will be provided in PDF, as well as the required hardcopies for recordation at the County.

Resolution of Intention to Public Hearing

Willdan will prepare the following documents: consent and waiver forms; notices, ballots, and prepare or review the resolution for the Public Hearing.

The required noticed publication of Public Hearing in the local newspaper is the responsibility of the City Clerk.

Willdan will prepare or review the Notice of Special Tax Lien.

Willdan will coordinate the recordation of the Notice of Special Tax Lien after successful annexation to the CFD. The list of parcels included in the annexation area will be provided to the City in the appropriate format.

RMA Amendment

Willdan will amend the Rate and Method of Apportionment of Special Tax (RMA) as necessary to account for any needed additions to cover Annexation No. 1 requirements.

Public Hearing/Meeting attendance

Willdan will attend the Intent Meeting and Public Hearing, as well as up to two additional meetings. Conference calls are unlimited.

Client Responsibilities

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Information regarding current zoning, existing land uses, and proposed property development, as required.
- As necessary, a copy of the City's Goals and Policies with regard to the formation of CFDs.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed. These maps and diagrams may include development boundary maps, general plan maps, improvement plans, zoning maps, assessor parcel maps, subdivision maps, or related development diagrams.
- As needed, assist with obtaining pertinent development information from the property owner/developer.



- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City Attorney. Requested changes shall be submitted to Willdan in writing.
- The City acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City, the County and developers and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Legal Opinions

In preparing the resolutions, petitions, consent and waiver documents and the notices and ballots, Willdan will provide our professional expertise. Since we do not practice law, we ask that your City Counsel review and approve the documents. We will assist your attorney in identifying any pertinent legal issues.

Fees for Services

Based on our work plan, we propose a **fixed fee of \$10,000**.

Please note:

- Our fee will not be contingent upon the outcome of the annexation process.
- The City will be billed on a **monthly** percentage-completion basis.
- Our fees include all direct expenses associated with this service.

Additional Services

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Willdan Financial Services Hour Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Assistant Analyst	\$75



Candace Cassel

From: Susana Medina <medins@willdan.com>
Sent: Thursday, April 17, 2014 11:24 AM
To: Jennifer Terry
Cc: Jim McGuire; Candace Cassel
Subject: RE: Moreno Valley CFD Annexation No. 1

Hi Terry:

We can reduce the fee to \$8,000 if we are not preparing those documents. Would you like us to review them or just go with what is provided?

-Susana Medina

From: Jennifer Terry [<mailto:jennifert@moval.org>]
Sent: Wednesday, April 16, 2014 5:32 PM
To: Susana Medina
Cc: Jim McGuire; Candace Cassel
Subject: RE: Moreno Valley CFD Annexation No. 1

How would the cost you provided vary if certain documents (resolutions, consent and waiver, notice, ballot, and notice of special tax lien) were prepared by others?

Jennifer A. Terry
Management Analyst | City of Moreno Valley

p: 951.413.3505 | e: jennifert@moval.org | w: www.moval.org

14331 Frederick Street, Suite 2, Moreno Valley CA 92553

From: Susana Medina [<mailto:medins@willdan.com>]
Sent: Wednesday, April 16, 2014 1:27 PM
To: Candace Cassel; Jennifer Terry
Cc: Jim McGuire
Subject: Moreno Valley CFD Annexation No. 1

Hello Candace and Jennifer:

Attached please find the proposal for Annexation No. 1 into CFD 2014-1 and the revised timeline, which can be modified to your preference.

Please let me know when you'll like to schedule a kickoff for this project.

Thank you,

Susana Medina
Project Manager

Willdan Financial Services
Celebrating 50 years of service

27368 Via Industria, Suite 110

Temecula, California 92590
T. 951.587.3546 800.755.6864
F. 951.587.3510 888.326.6864