

**AGREEMENT FOR PROFESSIONAL SERVICES FOR CFD ADMINISTRATIVE AND  
RELATED SERVICES BY SCG-SPICER CONSULTING GROUP LLC.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Agreement”) is made and effective as of the \_\_\_\_\_, 2026 by and between the **CITY OF BEAUMONT**, a California municipal corporation (“City”) whose address is 550 E. 6th Street, Beaumont, California 92223, and SCG-Spicer Consulting Group LLC, a California Limited Liability Company whose address is 41880 Kalmia Street, Suite 145, Murrieta, CA 92562 (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “party” and hereinafter collectively referred to as the “parties.”

**RECITALS**

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. City desires to engage Contractor to provide the following services: Community Facilities District (“CFD”) Administration, Formation, Annexation, Bond Sale Services, and STAX Property Finder Maintenance Services: and

B. Contractor has made a proposal (“Proposal”) to the City to provide such professional services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. Contractor agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to City that Contractor possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Contractor agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on September 30, 2028 unless extended by the parties with the approval of the City Council of the City.

2. Services to be Performed. Contractor agrees to provide the services (“Services”) as follows: Fiscal Impact Model Development and Fiscal Impact Analysis Review Services in

accordance with Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Contractor designates Shane Spicer as Contractor’s Representative responsible for overseeing the Services provided by Contractor (“Contractor’s Representative”). City designates the City Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. Contractor shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services. In the event that the Proposal contains terms that are in addition to or in conflict with this Agreement, other than the price for Services, such terms shall not be valid and shall be of no force or effect.

3. Associates and Subcontractors. Contractor may, at Contractor’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as Contractor deems necessary to perform the Services; provided, however, that Contractor shall not subcontract any of the Services without the prior written consent of City.

4. Compensation.

4.01 Contractor shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by City to Contractor under this Agreement shall not exceed the amount of Five Hundred Twenty-Eight Thousand Six Hundred Twenty-Eight Dollars and Sixty-Eight Cents (\$528,628.68).

4.02 Contractor shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing.

4.03 Contractor shall submit to City, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The City shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. City shall have the right to review and audit all invoices prior to or after payment to Contractor. This review and audit may include, but not be limited to City’s:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Verification that the hours billed, when multiplied by the approved hourly rates, result in the correct total;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual,

customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall either return the bill to Contractor with a request for explanation or adjust the payment accordingly and give notice to Contractor of the adjustment.

4.04 If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Contractor in writing of the disputed portion.

5. Obligations of Contractor.

5.01 Contractor agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the City other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, Contractor will supply all personnel, materials and equipment required to perform the Services. Contractor shall provide its own offices, telephones, vehicles and computers. Contractor will determine the method, details, and means of performing the Services under this Agreement.

5.03 Contractor shall keep City informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by City, Contractor shall prepare written status reports.

5.04 Contractor is responsible for paying, when due, all income and other taxes, fees, and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. Contractor agrees to indemnify, defend, and hold harmless City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

5.05 In the event Contractor is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 Contractor represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein.

In the event City is required to obtain an approval or permit from another governmental entity, Contractor shall provide all necessary supporting documents to be filed with such entity.

5.07 Contractor shall be solely responsible for obtaining Employment Eligibility Verification information from Contractor's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Contractor's employees are eligible to work in the United States.

5.08 In the event that Contractor employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 Contractor shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict, the most stringent shall apply.

5.11 Contractor shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.12 By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the conditions, circumstances, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such facts and shall not proceed except at Contractor's sole risk until written instructions are received from the Project Manager.

Contractor warrants all Services under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by Contractor's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

In the event that Contractor fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

5.13 Time is of the essence in the performance of this Agreement.

6. Insurance. Contractor hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, Contractor hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Contractor agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's City, its

officials, employees and agents. Contractor also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If Contractor or Contractor's employees will use personal autos in performance of the Services hereunder, Contractor shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation insurance for any of Contractor's employees that will be providing any Services hereunder. Contractor will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any Workers' Compensation insurance will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents. Sole proprietors with no employees, LLCs, or partnerships using the services of members or partners who do not carry Workers' Compensation insurance acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

6.04 Optional Insurance Coverage. Choose and check one: Required  /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by Contractor, its employees and/or agents in the performance of any Services for City.

6.05 Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY [] (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Contractor will file with City, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to City evidencing.

6.06 If Claims Made Policies (applies only to professional liability and cyber liability policies):

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the contract work.

7. General Conditions pertaining to Insurance Coverage.

7.01 No liability insurance coverage provided shall prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against City regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do the same.

7.02 Prior to beginning the Services under this Agreement, Contractor shall furnish City with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03 All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of “A:VII”. The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. Contractor acknowledges and agrees that that all insurance coverage required to be provided by Contractor or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to City.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City’s protection without City’s prior written consent.

7.06 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor or arising out of the Services performed under this Agreement. City assumes

no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

7.07 The coverage shall contain no special limitations on the scope of protection afforded to City, its directors, officers, employees, or authorized volunteers. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

## 8. Indemnification.

8.01 Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by Contractor or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of the commitment of Contractor to defend, indemnify, and protect City as set forth herein.

a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, injuries, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. Contractor's obligation to defend, indemnify, and hold harmless shall include any and all claims, suits, and proceedings in which Contractor (and/or Contractor's agents and/or employees) is alleged to be an employee of City. All obligations under this provision are to be paid by Contractor as they are incurred by City.

b. Without affecting the rights of City under any provision of this Agreement or this Section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable solely to the fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A Indemnification Design Professionals. In the event that Contractor is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, trustees and members (“Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Contractor, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to Contractor shall not exceed Contractor’s proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01. In the event Contractor performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Contractor shall not be compensated for such services. Contractor expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

9.02 Contractor shall promptly advise the City Manager and Finance Director of City as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the City and/or City Council.

10. Termination of Agreement.

10.01. Notwithstanding any other provision of this Agreement, City, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days’ written notice to Contractor.

10.02 In the event of termination, the payment of monies due Contractor for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, Contractor agrees to promptly provide and deliver to City all original

documents, reports, studies, plans, specifications and the like which are in the possession or control of Contractor and pertain to City.

11. Status of Contractor.

11.01 Contractor shall perform the Services in Contractor's own way as an independent contractor, and in pursuit of Contractor's independent calling, and not as an employee of City. However, Contractor shall regularly confer with City's City Manager or Project Manager as provided for in this Agreement.

11.02 Contractor agrees that it is not entitled to the rights and benefits afforded to City's employees, including disability or unemployment insurance, Workers' Compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at its own expense, disability, unemployment, Workers' Compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 Contractor hereby specifically represents and warrants to City that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of City and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the City is located. Further, Contractor represents and warrants that the individual signing this Agreement on behalf of Contractor has the full authority to bind Contractor to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties, and all other documents of any kind or nature prepared, developed, or obtained by Contractor in connection with the performance of Services performed for the City shall become the sole property of City, and Contractor shall promptly deliver all such materials to City upon request. At the City's sole discretion, Contractor may be permitted to retain original documents, and furnish reproductions to City upon request, at no cost to City.

12.02 Subject to applicable federal and state laws, rules and regulations, City shall hold all intellectual property rights to any materials developed pursuant to this Agreement. Contractor shall not use such data or documents for purposes other than the performance of this Agreement, nor shall Contractor release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of City.

12.03 Contractor shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City's agents for examination all of such records and shall permit City's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 Contractor shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 Contractor shall timely file FPPC Form 700 Conflict of Interest Statements with City if required by California law and/or the City's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 Contractor covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Contractor shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the City in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by City. The City, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the City with respect to the proposal and award process of this Agreement or any City contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any City contract has been awarded. Contractor shall immediately report any attempt by any City officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor.

13.09 Severability. If any portion, section, sentence, provision or paragraph of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Prevailing Wages. Contractor shall be responsible to comply with applicable prevailing wages laws. As a condition of payment, if applicable Contractor shall show proof of payment of wages under applicable state and federal laws and regulations relating to prevailing wages in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County and/or 40 U.S.C. Section 276a, et. seq. Such wage rates shall conform with those posted at City offices and the project site. In the event that the Contractor fails to pay the prevailing wages, the Contractor shall be solely liable for penalties and for the shortfall in wages and shall indemnify, defend and hold harmless City under Section 8.01 against any of the same. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.

4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1776 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

13.11 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.12 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.13 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.14 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.15 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.16 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all

instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

13.17 The recitals set forth in the preamble of this Agreement are hereby incorporated into and made a substantive part of this Agreement as if fully set forth herein.

13.18 Counterparts. This Agreement may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

13.18 Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party (“electronic signature”). The Parties hereto hereby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

**CITY:**

**CONTRACTOR:**

CITY OF BEAUMONT

SCG-SPICER CONSULTING GROUP LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Print  
Name: SHANE SPICER

Date: \_\_\_\_\_

Date: 2.12.2026

**ATTEST:**

By: \_\_\_\_\_  
Nicole Wheelwright, Deputy City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
John O. Pinkney, City Attorney

Date: \_\_\_\_\_

EXHIBIT "A"  
PROPOSAL



Via Electronic Mail

February 11, 2026

Ms. Jennifer Ustation  
Finance Director  
City of Beaumont  
550 E. Sixth Street  
Beaumont, CA 92223

**RE: Community Facilities District Administration, Formation, Annexation, Bond Sale Services, and STAX Property Finder Maintenance - Fiscal Years 2026-27 and 2027-28**

Dear Ms. Ustation:

Spicer Consulting Group, LLC ("SCG") is pleased to submit this proposal to provide Community Facilities District ("CFD") Administration, Special Tax Consulting, Optional CFD Formation and Annexation Services, Optional Bond Issuance Services, and STAX Property Finder Application Maintenance services to the City of Beaumont ("City") for a two-year term covering Fiscal Years 2026-27 and 2027-28.

This proposal is intended to establish a new professional services contract for the above-referenced term and reflects SCG's continued commitment to providing comprehensive, accurate, and responsive administration of the City's special financing districts.

#### **BACKGROUND AND APPROACH**

SCG has extensive experience serving public agencies throughout California in the administration and implementation of Community Facilities Districts and related special financing programs. SCG has developed a comprehensive understanding of the City's CFD structure, Rate and Method of Apportionment documents, bonded debt obligations, maintenance service requirements, and statutory reporting obligations.

SCG works closely with Finance, Community Development, Public Works, legal counsel, and development teams to ensure accurate annual levy preparation, transparent reporting, and compliance with all applicable statutory and regulatory requirements.

As development activity continues within the City, the CFD program requires consistent administration, accurate special tax calculations, timely reporting, and proactive coordination. SCG's approach emphasizes:

- Accuracy and consistency in special tax calculations and enrollments
- Proactive compliance with State and federal reporting requirements
- Clear documentation and audit-ready work products
- Predictable, transparent fee structures for both the City and development community
- Responsible property owner support and public transparency

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### SCOPE OF SERVICES

Under this proposal, SCG will provide a comprehensive suite of services related to the administration and implementation of the City's special financing districts for Fiscal Years 2026–27 and 2027–28.

Services include, but are not limited to:

- Annual administration of bonded and non-bonded Community Facilities Districts
- Calculation and apportionment of special taxes in accordance with adopted Rate and Method of Apportionment documents
- Annual levy preparation, enrollment, and coordination with the County Auditor-Controller
- Preparation of statutory and continuing disclosure reports, including AB 1666, AB 2109, SB 165, and CDIAC filings
- Delinquency monitoring and coordination
- Property owner support, disclosures, and payoff calculations
- Optional CFD formation, annexation, and bond issuance consulting services, as authorized by the City
- Ongoing STAX Property Finder Application Maintenance and support

A detailed description of services is provided in Exhibit A - Scope of Services, which is incorporated herein by reference.

### STAX PROPERTY FINDER APPLICATION SUPPORT

As part of this proposal, SCG will continue to provide maintenance and support services for the City's STAX Property Finder application. The application serves as an important public-facing tool, allowing City staff, property owners, title companies, and the public to access parcel-level information related to CFDs and special taxes.

STAX Property Finder support includes maintaining current district data, incorporating newly formed or annexed districts, updating special tax information, and providing technical support necessary to ensure continued functionality and accuracy. This service enhances transparency and reduces staff workload related to routine property tax inquiries.

### OPTIONAL SERVICES

At the City's discretion and upon written authorization, SCG may provide additional services to support development-related financing activities, including:

- CFD formation services for new development areas
- CFD annexation services for residential, commercial, maintenance, and safety service districts
- Bond issuance support services, including preparation of financing tables and consultant certifications

Optional services allow the City to respond efficiently to development activity while maintaining consistent financing structures and methodologies across projects.

### COMPENSATION

The fees reflected in Exhibit B for Fiscal Year 2026-27 include a two percent (2%) escalation from prior rates.

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Fees for Fiscal Year 2027-28 shall be subject to an additional two percent (2%) annual escalation applied to the Fiscal Year 2026-27 rates.

The annual administration, STAX Property Finder maintenance, and optional service fees are structured to provide predictability and transparency for the City and development community.

Billing shall be performed in accordance with the terms of the new professional services agreement to be executed between the City and SCG.

### **TERM**

The proposed contract term shall cover Fiscal Years 2026-27 and 2027-28.

### **CONCLUSION**

SCG appreciates the opportunity to continue supporting the City of Beaumont's special financing programs. We remain committed to delivering high-quality, responsive, and compliant services while serving as a trusted advisor to City staff.

It is our objective to provide the City with a high-quality work product while being solution oriented, and value added. We look forward to working with the City on this exciting project and establishing a long-standing relationship. If you have any questions regarding our proposal, or if additional information is needed, please contact me directly at (951) 520-3331 or email me at [shane.spicer@spicercg.com](mailto:shane.spicer@spicercg.com).

Sincerely,  
Spicer Consulting Group



Shane Spicer  
Managing Director

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EXHIBIT A – SCOPE OF SERVICES

**FY 2026–27 Administrative Extension**

Pursuant to Agreement No. C23-02, this Exhibit A defines the Scope of Services to be provided by Spicer Consulting Group, LLC (“SCG”) to the City of Beaumont (“City”) for Fiscal Year 2026-27. Services shall be performed upon request of the City and in accordance with the terms and conditions of the Agreement.

**Community Facilities District Administration - Bonded**

Spicer Consulting Group understands that the City currently has one Community Facilities Districts (Bonded). We propose to provide the following services:

1. *Debt Service Component:* SCG will coordinate with the City’s fiscal agent to review debt service schedules and determine the amount needed to pay principal and interest on the outstanding bonds and any administrative expenses are recovered through the annual special tax levies. We independently maintain a debt service schedule for each Bonded District as quality assurance and verify the appropriate debt service amounts are identified. *Deliverables:* Current debt service schedules.

2. *Calculation of Special Taxes:* SCG will annually calculate and apportion the special taxes for each District in accordance with the Rate and Method of Apportionment (RMA) of the Special Tax. The annual calculation will consist of assigning the special tax classes to each parcel within the District per the RMA and determine the special tax amount that will satisfy the special tax requirement. *Deliverables:* Annual tax rolls.

3. *Annual Levy Preparation and Submittal:* SCG will determine the Annual Levy requirement for the current Fiscal Year on or before August 1st. SCG will calculate and prepare the annual levy for the Districts in a format and media acceptable for direct submission to the Riverside County Auditor-Controller's Office, including the enabling resolution, prior to the statutory deadline and shall perform adjustments and corrections to the levies on the property tax rolls as necessary. *Deliverables:* Levy detail reports.

4. *Resubmittals and Adjusted Property Tax Bills:* If any changes to the secured tax roll necessitate corrections/revisions after the deadline, SCG will research, recalculate and, with the City approval, rectify the issue. We will notify the City of the assessor’s parcel numbers that were rejected by the County and therefore may not be assessed. *Deliverables:* Resubmittals to County.

5. *Toll Free Property Owner Services:* SCG will provide a toll-free telephone number, of SCG designation, for inclusion on the regular property tax billing next to the specific line item to facilitate contact with the public, field inquiries concerning Community Facilities District, special taxes and provide payoff calculations, if requested. City Staff may also refer property owners, title companies and other interested parties to that toll-free number regarding the special tax proceedings and annual installments. Bilingual staff members are also available for Spanish speaking property owners.

6. *Annual Levy Report:* Once SCG has finalized and submitted the levies to the County, SCG will provide to the City an Levy Report for the annual special tax enrollments for the Districts. These reports will provide the City a full listing of the parcels levied for each District including total dollar amount enrolled and any information relevant to the calculation of the special tax. *Deliverables:* Annual levy report.

7. *Disclosure for Prospective Property Purchases:* SCG will assist City staff with providing the proper disclosure of Assessment information for prospective property purchases as required by Sections 53340.2 (b) and 53341.5 of the State of California Government Code. *Deliverables:* Property disclosure report.

8. *Annual Continuing Disclosure:* SCG will prepare Annual Continuing Disclosure Reports that meet the guidelines of the Continuing Disclosure requirements for each District as stated by the continuing disclosure certificate under SEC Rule 15c-12(b)(5). SCG will provide this report to the City for review and approval. Upon approval SCG will disseminate the reports with the Municipal Securities Rule Making Board (MSRB) using Electronic Municipal Market Access (EMMA) and to any other party directed by the applicable continuing disclosure agreement. *Deliverables:* Annual Continuing Disclosure report.

9. *Bond Call:* SCG will perform an analysis to determine the par amount of the bonds to be called, to calculate any applicable premium, and to determine which maturities to call from and prepare a revised debt service

EXHIBIT "A"  
EXHIBIT A – SCOPE OF SERVICES

schedule. SCG will coordinate the bond call with the Fiscal Agent/Trustee to ensure that bonds are called per the redemption provisions of the bond issue. *Deliverables:* Bond Call analysis.

10. *Release of Lien:* SCG will prepare the Release of Lien, required by Revenue and Taxation Code 163, upon confirmation a prepayment has been made by the property owner. SCG will record the release within five (5) days of receiving the signed release and provide a copy to the City. *Deliverables:* Recorded Notice of Lien Cancellation.

11. *Foreclosure Coordination (Bonded Districts Only):* SCG will assist in preparing documents submitted by the City 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. SCG will provide delinquent amounts (including penalty and interest at the time the foreclosure is transferred) to City staff.

12. *Bond Rating Agencies:* SCG will assist City staff in providing information to bond rating agencies when needed.

13. *Current and Future CFD Laws:* SCG is well versed in all case laws approved affecting assessment and special tax districts. We continue to attend educational seminars and conferences and discuss these issues with other industry professionals on an annual basis. SCG will provide City Staff with periodic updates as new case law is approved and keep the City in compliance with all statutory and regulatory laws related to the City's special finance districts.

14. *Notice of Special Tax:* SCG will provide and record a Notice of Special Tax Disclosure as required by California Government Code Sections 53340.2(b) and 53341.5. *Deliverables:* Notice of Special Tax.

15. *Delinquency Monitoring:* SCG will provide delinquency management services to the City regarding their Districts. SCG will monitor delinquencies as required for the Annual Continuing Disclosure agreement and provide delinquency reporting for aging and current statuses, prepare notifications to property owners, coordinate with the City and Foreclosure Counsel, assist in the collection process, and help monitor any payment plans. *Deliverables:* Delinquency detail and summary reports.

16. *Asset Management Services:* SCG will work with the City in estimating future capital asset replacement, as required by staff. SCG will assist the City in identifying the inventory of capital assets being maintained by the City's maintenance services districts. During the budget review process SCG will work with City Staff to determine the appropriate replacement amounts needed to be included in the levy for the following fiscal year. SCG can assist the City in mapping the location of these facilities within each Special Financing District (Optional Services). *Deliverables:* Asset management levy budgets.

17. *SB 165 Reporting:* SCG will provide all materials to assist the City in preparing reports for the legislation that was approved in 2001 requiring additional reporting requirements outlined in Section 53411 of the Government Code (a) and (b). *Deliverables:* SB 165 reports.

18. *AB 2109:* SCG will prepare all reports for the City's approval of any State and/or Federal reporting requirements including the Assembly Bill 2109, if applicable. *Deliverables:* AB 2109 reports.

19. *California Debt and Investment Advisory Commission (CDIAC):* SCG will prepare all reports for the City's approval of any State and/or Federal reporting requirements pertaining to each District including the California Debt and Investment Advisory Commission (CDIAC), if applicable. *Deliverables:* CDIAC reports.

20. *Annual Reporting AB 1666:* SCG will provide an Annual Report (AB 1666) to the City which will include identification of the Community Facilities District (CFD) administrative cost items eligible for the recovery by the public agency, review of fund balances and any surplus/deficit funds, debt service requirements, delinquency reporting, and a cover letter providing any related recommendations or issues. The report will include a series of schedules, including a District summary that will be useful for City staff to reference. *Deliverables:* AB 1666 annual report.

21. *Meetings:* SCG will attend City Meetings, Public Hearings, and/or staff meetings annually as determined by the City for the annual enrollment. We will attend additional hearings and public meetings as required by the appropriate improvement act(s) fully prepared to present all necessary testimony and to respond to all public comments.

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**22. Data Collection:** SCG has the latest assessor's parcel maps and equalized tax roll information from the Riverside County Assessor's Office, including Geographic Information System (GIS) shape files for the parcels within the Districts. The database will include final tract and/or parcel map recordation information, building permits, and the appropriate building and parcel information, as well as certificate of compliance information for properties within each District to be used for the calculation of the annual district assessments and made readily viewable using a KML file accessible and searchable, including APN and street address, using Google Earth. *Deliverables:* Updated district database.

**23. Budget Review:** SCG will review each District budget provided by the City and coordinate with City staff to assist with accurate cost-recovery accounting, incorporating the actual maintenance costs into the District budget to achieve maximum cost-to-benefit equity. *Deliverables:* Annual levy budgets.

**24. Annual Enrollment Correspondence:** SCG will prepare all Proposition 218 compliance forms for each fund number utilized by the City for the Auditor-Controller's Office, as well as any summary statements and authorized signature forms. SCG will identify and discuss with City staff any legislation impacts and changes made to the documents. *Deliverables:* Proposition 218 forms.

**25. Handbills:** SCG will prepare and mail hand bills for those parcels the County does not generate a tax bill. The hand bills would include the City letterhead, invoices with two (2) installments, and would be payable to the directly to the City. *Deliverables:* Handbills.

**26. Prepayment Calculation:** SCG will calculate the special tax prepayment amount for a parcel(s) and provide any additional information as requested related thereto. The party requesting the calculation shall pay the fee of any prepayment calculation. *Deliverables:* Payoff Quotes.

**Community Facilities District Administration – Non-Bonded**

Spicer Consulting Group understands that the City currently has two Community Facilities Districts (Non-Bonded). We propose to provide the following services:

**1. Calculation of Special Taxes:** SCG will annually calculate and apportion the special taxes for each District in accordance with the Rate and Method of Apportionment (RMA) of the Special Tax. The annual calculation will consist of assigning the special tax classes to each parcel within the District per the RMA and determine the special tax amount that will satisfy the special tax requirement. *Deliverables:* Special Tax detail report.

**2. Annual Levy Preparation and Submittal:** SCG will determine the Annual Levy requirement for the current Fiscal Year on or before August 1st. SCG will calculate and prepare the annual levy for the Districts in a format and media acceptable for direct submission to the Riverside County Auditor-Controller's Office, including the enabling resolution, prior to the statutory deadline and shall perform adjustments and corrections to the levies on the property tax rolls as necessary. *Deliverables:* Enrollment packages and submittal of packages to County.

**3. Resubmittals and Adjusted Property Tax Bills:** If any changes to the secured tax roll necessitate corrections/revisions after the deadline, SCG will research, recalculate and, with the City approval, rectify the issue. We will notify the City of the assessor's parcel numbers that were rejected by the County and therefore may not be assessed. *Deliverables:* Resubmittals to County.

**4. Toll Free Property Owner Services:** SCG will provide a toll-free telephone number, of SCG designation, for inclusion on the regular property tax billing next to the specific line item to facilitate contact with the public, field inquiries concerning Community Facilities District, special taxes and provide payoff calculations, if requested. City Staff may also refer property owners, title companies and other interested parties to that toll-free number regarding the special tax proceedings and annual installments. Bilingual staff members are also available for Spanish speaking property owners. *Deliverables:* Periodic call log report.

**5. Annual Levy Report:** Once SCG has finalized and submitted the levies to the County, SCG will provide to the City an Levy Report for the annual special tax enrollments for the Districts. These reports will provide the City a full listing of the parcels levied for each District including total dollar amount enrolled and any information relevant to the calculation of the special tax. *Deliverables:* Annual levy report.

**EXHIBIT "A"**  
**EXHIBIT A – SCOPE OF SERVICES**

6. *Disclosure for Prospective Property Purchases:* SCG will assist City staff with providing the proper disclosure of Assessment information for prospective property purchases as required by Sections 53340.2 (b) and 53341.5 of the State of California Government Code. *Deliverables:* Property disclosure report.

7. *Administration and Assistance with Compliance:* SCG is well versed in all case laws approved affecting assessment and special tax districts. We continue to attend educational seminars and conferences and discuss these issues with other industry professionals on an annual basis. SCG will provide City Staff with periodic updates as new case law is approved and keep the City in compliance with all statutory and regulatory laws related to the City's special finance districts.

8. *Asset Management:* SCG will work with the City in estimating future capital asset replacement, as required by staff. SCG will assist the City in identifying the inventory of capital assets being maintained by the City's maintenance services districts. During the budget review process SCG will work with City Staff to determine the appropriate replacement amounts needed to be included in the levy for the following fiscal year. SCG can assist the City in mapping the location of these facilities within each Special Financing District (Optional Services).

**OPTIONAL SERVICES**

**CFD FORMATION SERVICES**

*Kickoff Meeting and Gathering Information:* SCG will participate in regular meetings relating to the financing of the project. We will work to establish lines of communication and gain understanding of the specific goals, components and criteria to meet the City and the project's needs. SCG will meet with the City's Staff, legal counsel, team of consultants and project proponents to confirm the CFD's schedule of events, procedural and financial considerations, establish the appropriate land use classifications and discuss and identify the boundaries of the proposed CFD.

*Data Collection:* SCG will obtain the latest assessor's parcel maps and equalized tax roll information from the Riverside County Assessor's Office for the parcels within the proposed District, and Geographic Information System (GIS) shape files for creating the database and for mapping the proposed boundaries of the CFD.

*Tax Spread:* SCG will recommend a special tax structure by establishing a Special Tax formula for the necessary revenues to cover the approved public facilities improvement costs including administrative costs. Based on the proposed structure of the Special Tax formula, SCG will determine the appropriate methodology for allocating the costs to the various land use classifications and maintain consistency with the previously approved methodology of the City's Goals and Policy for public financing.

*Rate and Method of Apportionment:* SCG will prepare a proposed Rate and Method of Apportionment (RMA) that takes into consideration the various land use classifications, tax zones and improvement areas, and provides the necessary flexibility for a variety of developments to be included in the CFD. The RMA will take into consideration: clarity of language in the definition of terms, ability of the property to be assigned to different tax classifications, and presence of a mechanism to levy taxes in the event of a change in projects and usage.

*Public Report Preparation:* SCG will prepare the CFD public report, including a description of the facilities to be included and projected annual special tax and present it to the City Council at the Public Hearing

*Boundary Map:* SCG will prepare the Boundary Map illustrating the boundaries of territory proposed for inclusion in the district capturing the entirety of any parcel subject to taxation by the proposed district. The map shall meet the requirements of the Mello-Roos Act and the Riverside County Recorder's Office. Additionally, SCG will record the map with the Recorder's Office on behalf of the City.

*Document Review and Preparation:* SCG will review and prepare the required documents for the formation of the CFD. SCG will also assist the formation team in reviewing staff reports, resolutions, election materials and bond /

**EXHIBIT "A"**  
**EXHIBIT A – SCOPE OF SERVICES**

legal documents for the formation of the CFD. SCG will assist in document preparation related to the CFD formation, presentation to the City Council, rating agencies, investors, and other stake holders as appropriate.

*Notice of Special Tax Lien:* SCG will prepare and provide a list of Assessor's Parcels for the Notice of Special Tax Lien and records the notices.

*Landowner Election:* SCG will prepare a list of the owner names and acreages and obtain a certificate from the Registrar of Voters whether confirming there are, or are not, registered voters within the boundaries of the CFD.

*Consulting Services:* SCG will provide consulting services and advice to the City as necessary, including due diligence to ensure accuracy in the process and clear written documentation in our approach when structuring the Rate and Method of Apportionment and the Special Tax roll. SCG will assist with other duties as assigned by the City and /or its financial advisor.

**CFD ANNEXATION SERVICES**

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

*Data Collection:* SCG will obtain the latest assessor's parcel maps and equalized tax roll information from the Riverside County Assessor's Office for the parcels within the proposed Districts, and Geographic Information System (GIS) shape files or the annexation.

*Maintenance Data:* SCG will coordinate with the City in determining what the necessary levels of services that would be required for proper allocation per the Rate and Method of Apportionment for the annexation.

*Maintenance Tax Rates:* SCG will establish a Special Tax Rates for each annexation determining the necessary revenues to cover operations and maintenance costs including administrative costs. Based on the structure of the Special Tax formula, SCG will determine the appropriate methodology for allocating the costs to the various land use classifications consistent with the previously approved methodology of the City's landscape, lighting, street, parks, and drainage maintenance programs.

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

*Consulting Services:* SCG will provide consulting services and advice to the City as necessary. This includes due diligence to ensure accuracy in the process, and provide clear written documentation in our approach to structuring the Rate and Method of Apportionment and the Special Tax roll. To assure and maintain quality assurance, SCG has 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.

*Meetings:* SCG will attend two (2) informal meetings or hearings held for the purpose of disseminating information to the public, including attending property owner meetings requested for property owner associations (POA) that may request to annex into the CFD. Prior to such meetings or hearings, SCG will be prepared to make a complete and factual presentation. We will also attend two (2) public meetings, as required by the appropriate improvement act(s), fully prepared to present necessary testimony and respond to public comments.

*Landowner Election:* SCG will prepare a list of the owner names and acreages and obtain a certificate from the Registrar of Voters whether confirming there are, or are not, registered voters within the boundaries of the annexation.

**EXHIBIT "A"**  
**EXHIBIT A – SCOPE OF SERVICES**

*Notice of Special Tax Lien:* SCG will provide a list of Assessor's Parcel for the Notice of Special Tax Lien and record the notices

**BOND ISSUANCE SERVICES**

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

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

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

*Vicinity Map:* SCG will prepare a location and area map for inclusion in the POS and OS.

*Special Tax Certificate:* SCG will prepare and sign the Special Tax Consultant Certificate that certifies that the maximum special tax rates are sufficient to meet debt service requirements and coverage ratios for bonds to be issued.

**STAX PROPERTY FINDER APPLICATION MAINTENANCE SERVICES**

SCG shall provide ongoing STAX Property Finder Application Maintenance and Support services for the City's Community Facilities Districts, including:

- Hosting, maintenance, and administration of the STAX Property Finder application
- Annual updates to parcel-level CFD data, special tax rates, and district information
- Integration of new districts, annexations, or changes authorized by the City
- Public-facing access to parcel-specific CFD and special tax information
- Coordination with City staff to ensure accuracy and consistency of displayed data
- Technical support related to application functionality
- Minor configuration updates necessary to maintain system operability

Application enhancements, software development, or major feature additions beyond routine maintenance shall be provided only upon written authorization and billed on a time-and-materials basis in accordance with the Agreement.

**EXHIBIT "A"**  
**EXHIBIT B - COMPENSATION**

**Annual Administration/Annual Levy/Reporting**

Service	No. IA/ Districts	Fee per IA/District	Total <sup>(1)</sup>
Community Facilities Districts - Facilities	39	\$3,714.23	\$144,854.97
Community Facilities Districts - Services	44	\$1,125.94	\$51,793.24
<b>Total</b>	<b>83</b>		<b>\$196,648.21</b>

(1) The Annual Administration fee shown above following FY 2026-27 shall increase annually by 2%

**Special Reporting Services**

Service	Est. No. Districts	Total Fee
SB 165 – Local Agency Tax & Bond Accountability	39	Included
SB 1029 – CDIAC Accountability Reports	39	Included
AB 2109 – Controller Parcel Tax Reports	39	Included
AB 1666 – CFD Annual Reports	39	Included
<b>Total</b>		<b>\$0.00</b>

**STAX Property Finder**

Description	No. Districts	Per District	Total
Maintenance Support	83	\$187.27	<b>\$15,543.41</b>

(1) The Maintenance Support fee shown above following FY 2026-27 shall increase annually by 2%

**Optional Formation Services**

Service	Fee
CFD Formation Services	\$ 25,000

**Optional CFD Annexation Services**

Service (per District/Issue)	Fee
Public Safety CFD Annexation Services	\$7,500
Maintenance CFD Annexations Services	
Residential (0-20 units)	\$5,000
Residential (20+ units)	\$10,000
Non-residential	\$10,000

**Optional Bond Sale Services**

Service (per District/Issue)	Fee
Bond Sale Services	\$25,000

**Hourly Rates**

Title	Rate
Principal	\$265
Senior Associate	\$185
Associate	\$145
Mapping Technician	\$135
Administrative Support	\$90

**EXHIBIT "A"**  
**EXHIBIT B - COMPENSATION**

**Special District Fee Detail for FY 2026-27**

District Name	Fee	STAX	District Name	Fee	STAX
CFD No. 93-1 IA 3	\$3,714.23	\$187.27	CFD No. 93-1 IA 17A	\$3,714.23	\$187.27
CFD No. 93-1 IA 3 SERVICE	\$1,125.94	\$187.27	CFD No. 93-1 IA 17A SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 6A	\$3,714.23	\$187.27	CFD No. 93-1 IA 17B	\$3,714.23	\$187.27
CFD No. 93-1 IA 6A1	\$3,714.23	\$187.27	CFD No. 93-1 IA 17B SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 6A1 SERVICE	\$1,125.94	\$187.27	CFD No. 93-1 IA 17C	\$3,714.23	\$187.27
CFD No. 93-1 IA 7A1	\$3,714.23	\$187.27	CFD No. 93-1 IA 17C SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 7A1 SERVICE	\$1,125.94	\$187.27	CFD No. 93-1 IA 17D	\$3,714.23	\$187.27
CFD No. 93-1 IA 7B	\$3,714.23	\$187.27	CFD No. 93-1 IA 17D SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 7B SERVICE	\$1,125.94	\$187.27	CFD No. 93-1 IA 18	\$3,714.23	\$187.27
CFD No. 93-1 IA 7C	\$3,714.23	\$187.27	CFD No. 93-1 IA 18 SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 7C SERVICE	\$1,125.94	\$187.27	CFD No. 93-1 IA 19A	\$3,714.23	\$187.27
CFD No. 93-1 IA 7D	\$3,714.23	\$187.27	CFD No. 93-1 IA 19A SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 7D SERVICE	\$1,125.94	\$187.27	CFD No. 93-1 IA 19C	\$3,714.23	\$187.27
CFD No. 93-1 IA 8	\$3,714.23	\$187.27	CFD No. 93-1 IA 19C SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 8 SERVICE	\$1,125.94	\$187.27	CFD No. 93-1 IA 20	\$3,714.23	\$187.27
CFD No. 93-1 IA 8A	\$3,714.23	\$187.27	CFD No. 93-1 IA 20 SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 8A SERVICE	\$1,125.94	\$187.27	CFD No. 93-1 IA 23 SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 8B	\$3,714.23	\$187.27	CFD No. 2016-1	\$3,714.23	\$187.27
CFD No. 93-1 IA 8B SERVICE	\$1,125.94	\$187.27	CFD No. 2016-1 SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 8C	\$3,714.23	\$187.27	CFD No. 2016-2	\$3,714.23	\$187.27
CFD No. 93-1 IA 8C SERVICE	\$1,125.94	\$187.27	CFD No. 2016-2 SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 8D	\$3,714.23	\$187.27	CFD No. 2016-2 PUBLIC SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 8D SERVICE	\$1,125.94	\$187.27	CFD No. 2016-3	\$3,714.23	\$187.27
CFD No. 93-1 IA 8E	\$3,714.23	\$187.27	CFD No. 2016-3 SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 8E SERVICE	\$1,125.94	\$187.27	CFD No. 2016-3 PUBLIC SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 8F	\$3,714.23	\$187.27	CFD No. 2016-4	\$3,714.23	\$187.27
CFD No. 93-1 IA 8F SERVICE	\$1,125.94	\$187.27	CFD No. 2016-4 SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 9	\$3,714.23	\$187.27	CFD No. 2016-4 PUBLIC SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 9 SERVICE	\$1,125.94	\$187.27	CFD No. 2018-1 PUBLIC SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 10A	\$3,714.23	\$187.27	CFD No. 2019-1	\$3,714.23	\$187.27
CFD No. 93-1 IA 10A SERVICE	\$1,125.94	\$187.27	CFD No. 2019-1 SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 11	\$3,714.23	\$187.27	CFD No. 2019-1 PUBLIC SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 11 SERVICE	\$1,125.94	\$187.27	CFD No. 2021-1	\$3,714.23	\$187.27
CFD No. 93-1 IA 12A	\$3,714.23	\$187.27	CFD No. 2021-1 SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 12A SERVICE	\$1,125.94	\$187.27	CFD No. 2021-1 PUBLIC SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 13	\$1,125.94	\$187.27	CFD No. 2023-1 IA 1	\$3,714.23	\$187.27
CFD No. 93-1 IA 14	\$3,714.23	\$187.27	CFD No. 2023-1 IA 2	\$3,714.23	\$187.27
CFD No. 93-1 IA 14 SERVICE	\$1,125.94	\$187.27	CFD No. 2023-1 SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 14A	\$3,714.23	\$187.27	CFD No. 2023-1 PUBLIC SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 14B	\$3,714.23	\$187.27	CFD No. 2025-1	\$3,714.23	\$187.27
CFD No. 93-1 IA 15 SERVICE	\$1,125.94	\$187.27	CFD No. 2025-S PUBLIC SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 16	\$3,714.23	\$187.27	CFD No. 2025-M SERVICE	\$1,125.94	\$187.27
CFD No. 93-1 IA 16 SERVICE	\$1,125.94	\$187.27			

EXHIBIT "B"  
CERTIFICATES OF INSURANCE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS:**

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
  - a. Limits of Insurance – The following limits of liability apply:
    1. The limits which you agreed to provide; or
    2. The limits shown on the declarations, whichever is less.
  - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
  - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
  - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
    1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    2. Supervisory, inspection or engineering services.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR SMALL BUSINESSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <p><b>A.</b> Who Is An Insured – Unnamed Subsidiaries</p> <p><b>B.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers</p> | <p><b>C.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p><b>D.</b> Incidental Medical Malpractice</p> <p><b>E.</b> Blanket Waiver Of Subrogation</p> |
|---|--|

### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;

- b. An organization other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

#### **B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

#### **C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

1. The following replaces the first sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if

there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED:**

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

#### D. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the

scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

#### Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

#### E. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**,

EXHIBIT "B"

COMMERCIAL GENERAL LIABILITY

of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the execution of the contract or agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II - Liability Coverage, Paragraph A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

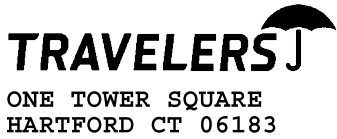
This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, the following is added:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) - 001

POLICY NUMBER: UB-9P270352-25-42-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Job Description

MANAGEMENT CONSULTANTS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by \_\_\_\_\_