

19) **Professional Services Agreement with Urban Futures, Inc. for Continuing Disclosures, CDIAC, and Arbitrage Services**

Approve and authorize the Executive Director to execute the Professional Services Agreement with Urban Futures, Inc. in an amount not to exceed \$36,500 per fiscal year for ongoing continuing disclosure services, arbitrage reporting, and related financial services in connection with Successor Agency bonds in such final form as approved by the Agency Counsel.



## REPORT TO SUCCESSOR AGENCY

**To:** Honorable Chair and Members of the Successor Agency

**From:** Jason Simpson, Executive Director

**Prepared by:** Barbara Leibold, Agency Counsel

**Date:** October 22, 2024

**Subject:** Professional Services Agreement with Urban Futures, Inc. for Continuing Disclosures, CDIAC, and Arbitrage Services

### **Recommendation**

Approve and authorize the Executive Director to execute the Professional Services Agreement with Urban Futures, Inc. in an amount not to exceed \$36,500 per fiscal year for ongoing continuing disclosure services, arbitrage reporting, and related financial services in connection with Successor Agency bonds in such final form as approved by the Agency Counsel.

### **Background**

On July 1, 2018, the Successor Agency entered into a Professional Services Agreement with Urban Futures, Inc., for continuing disclosure services and related financial services in connection with Agency bonds. The Agreement was renewed on January 14, 2020. The purpose of the proposed Agreement is to continue the relationship with Urban Futures, Inc. for the provision of such services.

### **Discussion**

Urban Futures, Inc., has provided excellent services to the Agency, and continuity is important in the provision of these mandated services. The Consultant will be expected to provide full annual continuing disclosure reporting for all of the Agency's outstanding bond transactions as required by the Securities Exchange Commission's Rule 15c2-12 and in accordance with the specific disclosure reporting requirements detailed in each respective bond transcript. Specifically, the Consultant will:

1. Collect the necessary financial and statistical information from Agency staff, auditors, and any other source as required.

2. Transmit the annual report for each bond transaction listed below to the Municipal Securities Rulemaking Board's (MSRB) nationally recognized data repository known as EMMA.
3. Monitor each bond transaction listed below on an ongoing basis for any occurrence of material events.

The Consultant will provide Services as described in the Agreement for the following bond transaction(s):

- Tax Allocation Bonds (TAB);
- Certificates of Participation (including Transportation Sales Tax) (COP);
- Lease Revenue Bonds (LRB);
- Pension Obligation Bonds (PPOB);
- Community Facilities/ Assessment Districts (CFO/AD);
- Utility Revenue Bonds;
- Tax and Revenue Anticipation Notes (TRAN);
- Bond Anticipation Notes (BAN);
- General Obligation Bonds (GO);
- Industrial Development Bonds (IDB); and
- Private Placements Loans and Notes.

At the request of the Agency, the Consultant may be engaged to provide annual debt transparency reporting to the California Debt and Investment Advisory Commission (CDIAC) for the Agency's outstanding bond transactions as required by Government Code section 8855(k). Specifically, the Consultant will:

1. Collect the necessary information relating to Bond Proceeds for each bond transaction listed below from Agency staff or the assigned Trustee.
2. File the annual debt transparency report with CDIAC through their online reporting system.

The Consultant will provide Services as described in this Agreement for all bonds issued after January 2019.

#### **ANNUAL ARBITRAGE REBATE REPORTING**

At the request of the Agency, the Consultant may be engaged to provide to provide annual arbitrage rebate reporting for the Agency's outstanding bond transactions as required by the Internal Revenue Service (IRS). Specifically, the Consultant will:

1. Review of all outstanding bond issues to determine the existing level of arbitrage compliance and future compliance needs;
2. Data collecting;

3. Data review and analysis; and
4. Performing calculations, including
  - computing/verifying the allowable yield limit for each issue
  - computing the estimated rebate liability, if any, as of the bond year-end
  - computing the amount of excess earnings, if any, rebatable to the U.S. Treasury, as of the 5th year (or final) installment date

**Fiscal Impact**

Funds for these services to the Successor Agency are paid with RPTTF allocated for enforceable obligations through the ROPS process.

**Attachments**

Attachment 1 - Agreement

City's Office

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN URBAN FUTURES, INC. AND SUCCESSOR AGENCY OF THE REDEVELOPMENT  
AGENCY FOR CONTINUING DISCLOSURE CONSULTING SERVICES**

This Agreement for Professional Services (the "Agreement") is made and entered into as of October 22, 2024, by and between the Successor Agency of the Redevelopment Agency of the City of Lake Elsinore, a public body, corporate and politic established pursuant to Section 34173 of the Health and Safety Code ("Successor Agency") and Urban Futures, Inc., a California corporation ("Consultant").

**RECITALS**

- A. The Successor Agency has determined that it requires the professional services for on-going Continuing Disclosure Services, arbitrage reporting and related financial services in connection with Successor Agency bonds, as identified in Exhibit A.
- B. Consultant has submitted to Successor Agency a Scope of Work, attached hereto as Exhibit A ("Scope of Work") and incorporated herein, to provide professional services to Successor Agency pursuant to the terms of this Agreement.
- C. Consultant possesses the skill, experience, ability, background, certification, and knowledge to perform the services described in this Agreement on the terms and conditions described herein.
- D. Successor Agency desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

**AGREEMENT**

1. Scope of Services. Consultant shall perform the services described in Scope of Work (Exhibit A), subject to the direction of the Successor Agency through its staff that it may provide from time to time.
2. Time of Performance.
  - a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed-upon performance schedule in Scope of Work (Exhibit A).
  - b. Performance Schedule. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Scope of Work (Exhibit A). When requested by Consultant, extensions to the time period(s) specified may be approved in writing by the Executive Director.
  - c. Term. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect for a period commencing on July 1, 2023, and ending June 30, 2026. The Successor Agency may, at its sole discretion, extend the term of this

Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Consultant not less than thirty (30) days before the end of the contract term, such notice to be exercised by the Executive Director.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Scope of Work (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation for any fiscal year or portion thereof exceed thirty-six thousand five hundred dollars and No Cents (\$36,500.00) without additional written authorization from the Successor Agency. Notwithstanding any provision of Consultant's Scope of Work to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by Successor Agency under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the Successor Agency at the time of payment.

4. Method of Payment. Consultant shall promptly submit billings to the Successor Agency describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Consultant's bills shall be segregated by project task, if applicable, such that the Successor Agency receives a separate accounting for work done on each individual task for which Consultant provides services. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Successor Agency shall pay Consultant no later than forty-five (45) days after receipt of the monthly invoice by Successor Agency staff.

5. Reserved.

6. Suspension or Termination.

a. The Successor Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Successor Agency suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the Successor Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Successor Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Successor Agency, pursuant to Section entitled "Method of Payment" herein.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents, and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the Successor Agency upon payment to Consultant for such work, and the Successor Agency shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to Successor Agency upon written request. Successor Agency acknowledges that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the Successor Agency. Successor Agency further agrees to defend, indemnify and hold harmless Consultant, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries,

and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the Successor Agency's use of such materials in a manner beyond the intended purpose as set forth herein.

a. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for Successor Agency to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require that all subcontractors agree in writing that Successor Agency is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data, which were prepared by design professionals other than Consultant or provided to Consultant by the Successor Agency. Successor Agency shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Successor Agency's sole risk.

b. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Successor Agency, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Successor Agency's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Successor Agency.

#### 8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Successor Agency for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Executive Director, Successor Agency Attorney, Successor Agency Auditor, or a designated representative of these officers. Copies of such documents shall be provided to the Successor Agency for inspection at City Hall when it is practical to do so.

Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where Successor Agency has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Successor Agency may, by written request by any of the above-named officers, require that custody of the records be given to the Successor Agency and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Successor Agency.

10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the Successor Agency, Consultant shall indemnify, defend, and hold harmless Successor Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Successor Agency.

Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by Successor Agency, including but not limited to eligibility to enroll in PERS as an employee of Successor Agency and entitlement to any contribution to be paid by Successor Agency for employer contribution and/or employee contributions for PERS benefits.

11. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the Successor Agency or of any Successor Agency official, other than normal agreement monitoring; and

b. possesses no authority with respect to any Successor Agency decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)



12. Professional Ability of Consultant. Successor Agency has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to Successor Agency that it has the licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to Successor Agency that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

15. Indemnity. Consultant shall indemnify, defend, and hold harmless the Successor Agency and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the Successor Agency or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Successor Agency of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the Successor Agency's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Successor Agency at least thirty (30) days prior to such change. The insurer shall

agree to waive all rights of subrogation against Successor Agency, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for Successor Agency. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the Successor Agency a Certificate of Exemption from Workers Compensation Insurance in a form approved by the Successor Agency Attorney.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached, limiting the coverage.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant's profession for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:

i. The Successor Agency, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the Successor Agency, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the Successor Agency, including any self-insured retention the Successor Agency may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the Successor Agency, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Successor Agency, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the Successor Agency.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Successor Agency. At the Successor Agency's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to Successor Agency as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the Successor Agency on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the Successor Agency at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Successor Agency: Successor Agency of the  
Redevelopment Agency of the City of  
Lake Elsinore  
Attn: Executive Director  
130 South Main Street  
Lake Elsinore, CA 92530

With a copy to: Successor Agency of the  
Redevelopment Agency of the City of  
Lake Elsinore  
Attn: Agency Secretary  
130 South Main Street  
Lake Elsinore, CA 92530

If to Consultant: Urban Futures, Inc.  
Attn: Michael P. Busch  
17821 East 17th Street, Suite 245  
Tustin, Ca 92780

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Successor Agency and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

19. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and Successor Agency and approved as to form by the Successor Agency Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to Successor Agency for entering into this Agreement is the professional reputation, experience, and competence of Consultant and the subcontractors listed in Exhibit B. Consultant shall be fully responsible to Successor Agency for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the Successor Agency. Consultant shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the Successor Agency. If Successor Agency consents to such subcontract, Consultant shall be fully responsible to Successor Agency for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between Successor Agency and any subcontractor, nor shall it create any obligation on the part of the Successor Agency to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

22. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter, the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The Executive Director is authorized to enter into an amendment or otherwise take action on behalf of the Successor Agency to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Successor Agency shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Successor Agency, during the term of his or her service with Successor Agency, shall have any direct interest in this Agreement or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the Successor Agency, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

31. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“SUCCESSOR AGENCY”

Successor Agency of the Redevelopment  
Agency

“CONSULTANT”

Urban Futures, Inc.

\_\_\_\_\_  
Jason Simpson, Executive Director

\_\_\_\_\_  
By: Michael P. Busch  
Its: President & CEO

ATTEST:

\_\_\_\_\_  
Agency Clerk

APPROVED AS TO

FORM:

\_\_\_\_\_  
Agency Attorney

Attachments: Exhibit A – Consultant’s Scope of Work

## EXHIBIT "A" CONSULTANT'S SCOPE OF WORK

### CONTINUING DISCLOSURE

The **CONSULTANT** will provide full annual continuing disclosure reporting for all of the **AGENCY'S** outstanding bond transactions as required by the Securities Exchange Commission's Rule 15c2-12 and in accordance with the specific disclosure reporting requirements detailed in each respective bond transcript. Specifically, **CONSULTANT** will:

1. Collect the necessary financial and statistical information from **AGENCY** staff, auditors, and any other source as required.
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## EXHIBIT "A"

### ANNUAL DEBT TRANSPARENCY REPORTING

At the request of the **AGENCY**, the **CONSULTANT** may be engaged to provide annual debt transparency reporting to the California Debt and Investment Advisory Commission (CDIAC) for the **AGENCY'S** outstanding bond transactions as required by Government Code section 8855(k). Specifically, **CONSULTANT** will:

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2. Data collecting;
3. Data review and analysis; and
4. Performing calculations, including:
  - o computing/verifying the allowable yield limit for each issue
  - o computing the estimated rebate liability, if any, as of the bond year-end
  - o computing the amount of excess earnings, if any, rebatable to the
  - o U.S. Treasury, as of the 5<sup>th</sup> year (or final) installment date



## EXHIBIT "A" COMPENSATION

### RATES AND CHARGES

#### CONTINUING DISCLOSURE FEE SCHEDULE

<b>BOND TRANSACTION TYPE</b>	<b>PER OFFICIAL STATEMENT</b>	<b>ADDITIONAL SERIES (UNDER ONE OFFICIAL STATEMENT)</b>
Tax Allocation	\$1,850	\$500
Certificate of Participation, Lease Revenue, Pension Obligation, General Obligation, Industrial Development	\$1,650	\$500
Utility Revenue, Community Facilities and Assessment Districts	\$1,500	\$500
Tax and Revenue Anticipation Notes, Bond Anticipation Notes, Private Placement Loans and Notes	\$1,000	\$500

The contract rate shall be adjusted each year by the Consumer Price Index: United States Department of Labor Bureau of Labor Statistics, [www.data.bls.gov](http://www.data.bls.gov), CPI, US-All Urban Consumers (Base Period 182-84 = 100) on June of each year.

#### ANNUAL DEBT TRANSPARENCY REPORTING

When requested, the California Debt Investment Advisory Commission (CDIAC) Annual Debt Transparency Reports will be prepared for \$600 per bond, per year, for the first year, and \$175 per bond, per year thereafter.

#### ANNUAL ARBITRAGE REBATE REPORTING

When requested, the Annual Arbitrage Rebate Reports will be prepared for \$500 per bond, per year.