

**AMENDMENT NUMBER 3
TO “AGREEMENT FOR CONSULTING SERVICES”**


THIS AMENDMENT NUMBER 3 TO AGREEMENT FOR CONSULTING SERVICES (the “Third Amendment”) is made and entered into as of February 01, 2026 by and between the CITY OF IRVINE, a municipal corporation (“City”) and WILLDAN FINANCIAL SERVICES, a California corporation (the “Consultant”), for the purpose of amending the written “Agreement for Consulting Services” entered into between City and Consultant as of February 01, 2022, City of Irvine contract number 20198 (the “Agreement”).

1. The expiration date of the Agreement is changed from February 28, 2026 to February 28, 2027.
2. PART IV, SCOPE OF SERVICES and PART V, BUDGET, are modified to decrease the not-to-exceed contract value by \$192,000.00 from \$449,000.00 to \$257,000.00 in accordance with EXHIBIT I, attached hereto.
3. Except as set forth in this Third Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

(Signatures follow on next page)


IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

CITY OF IRVINE

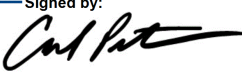
DocuSigned by:
By: 
Dahle Bulosan
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Its: Director of Administrative Services

DocuSigned by:
By: 
Sean Crumby
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Its: City Manager

WILLDAN FINANCIAL SERVICES

Signed by:
By: 
Gladys Ceballos
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Its: Vice President

Signed by:
By: 
Rebekah Smith
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Its: Assistant Secretary

Attest:
Signed by:
By: 
Carl Petersen
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Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

DocuSigned by:
By: 
Jeffrey Melching
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January 23, 2026

Ms. Gemma Calilong
Finance Administrator
City of Irvine
1 Civic Center Plaza
Irvine, California 92606

Re: Proposal Provide FY 2026/2027 Special District Administration Services to the City of Irvine

Dear Ms. Calilong:

Willdan Financial Services (“Willdan”) is pleased to submit the attached letter proposal to the City of Irvine (“City”) to provide District Administration Services for Fiscal Year 2026/2027.

We appreciate the opportunity to continue to serve the City. If you wish to discuss any aspect of our proposal, please contact Senior Project Manager Susana Hernandez directly at (951) 587-3546 or via email at shernandez@willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES



Gladys Ceballos
Vice President, Group Director

Scope of Services

Outlined below are work plans specific to the administration of the City's assessment and reassessment districts and LLPM.

Administration of Assessment and Reassessment Districts

The following outlines Willdan's scope of services necessary to perform the following for the City's assessment and reassessment districts.

- Assessment District Administration
- Delinquency Management Services
- Continuing Disclosure Services

Assessment District Administration

1. Maintain and periodically update an electronic database containing parcel basis data and annual special assessment levy amounts by Assessor's Parcel Number. Maintain and update the variable rate districts' databases as well as confirm calculations on behalf of The Irvine Company as requested.
2. Prepare an annual report. The report will contain a series of schedules, including district summary information; the amount applied to the roll for each parcel broken down by principal, interest and adjustments; fund analysis; delinquency summary information; value to lien ratios; current debt service and amortization schedules; bond call summary, and charge detail.
3. Provide assessment installment information for each parcel, formatted in the required configuration to the County Auditor/Controller's Office for placement on the property tax roll.
4. Research and, if possible, resubmit installment amounts rejected by the County Auditor/Controller's Office. Any assessment installment that cannot be collected on the County property tax roll will be invoiced directly to the property owner of record on behalf of the City.
5. Provide our toll-free number to the County to field inquiries from City staff, property owners, and other interested parties regarding assessment proceedings and annual installments.
6. Provide prepayment quotes of assessment liens and/or Notices of Assessment for all interested parties upon request. Fees for this service are paid by the requesting party and may be charged to a credit card; there is no charge to property owners and/or the City. Willdan will obtain recordation information for prepaid assessments and coordinate the Release of Lien. Willdan will also, as requested by The Irvine Company or the City, prepare prepayment quotes for parcels within the variable rate districts.
7. Perform required bond call spreads and coordinate the early redemption of outstanding bonds.
8. Monitor delinquent installment payments in January and May of each year, and provide reports identifying all delinquent parcels and their corresponding delinquent installment amounts to the City.
9. Provide a report to the County Assessor's Office each year as required by Revenue and Taxation Code 163. Based on the County secured roll, the report will include a listing of each active parcel contained in each Assessment District, the remaining assessment amount, and the owner of each parcel. Additional information will be provided for parcels that paid off their assessment during the year and will include the date and amount paid and, if available, the party paying off the assessment. This information will be sent electronically and in hardcopy format to the County in January of each year.

Delinquency Management Services

Willdan understands the City participates in the County's Teeter program, however, in order to assure that the City complies with its foreclosure covenant with bondholders for applicable assessment districts, we will provide the following delinquency management services:

1. Monitor delinquent tax bill payments around January and May of each year.

2. Provide delinquency reports to the City around February and May of each year.

Prior to the delinquent property owner(s) being sent to foreclosure, Willdan will perform the following tasks, at the direction and approval of the City.

3. Send a delinquency reminder letter after the first tax bill installment becomes delinquent.
4. Send a thirty (30) day delinquency demand letter after the second tax bill installment becomes delinquent. Each demand letter will include a brochure providing answers to commonly asked questions regarding delinquencies.
5. Cause the removal of the delinquent installments of special assessments for the current and/or prior tax year(s) from the County tax roll. Such removal will comply with SB 1471.
6. Send a 21-day delinquency foreclosure letter to each delinquent property owner after receiving authorization from the City and confirmation from the County for the removal of the delinquent special assessments. Foreclosure letters shall contain a brochure providing answers to frequently asked questions regarding delinquencies and judicial foreclosures.

Once the foreclosure process has been initiated, Willdan will assist with the remaining tasks, at the direction and approval of the City.

7. Send to the foreclosure attorney those parcels whose special assessments continue to remain delinquent after 21 days from mailing of the foreclosure letters. In so doing, the foreclosure attorney will collect the delinquent special assessments and all applicable penalties, interest, fees, and other costs that have been authorized through the City retained foreclosure counsel.
8. Provide a toll-free telephone number throughout the entire delinquency monitoring/foreclosure process to field inquiries from staff, parcel owners, lenders, and other interested parties concerning annual installments and delinquencies.
9. Assist foreclosure counsel to initiate and prosecute judicial foreclosure proceedings in compliance with bond foreclosure covenants concerning those parcels sent to foreclosure.
10. Provide, upon request, payoff quotes for stripped delinquent assessment installments for all interested parties. Fees for this service are paid by the requesting party and may be charged to a credit card; there is no charge to the City.

Subsequent Foreclosure Services

Once the delinquent assessments have been forwarded to judicial foreclosure counsel, Willdan will provide, upon request, the following services:

1. Prepare and forward a detailed report of the parcels to be foreclosed to foreclosure counsel.
2. Provide foreclosure counsel with the necessary resolutions and other documents to proceed with the judicial foreclosure process.
3. Keep the City and foreclosure counsel apprised of special situations arising of which we become aware, such as bankruptcies of parcel owners, tax foreclosure sales, Deed of Trust ("Trustee") foreclosure sales, and so forth.
4. Provide foreclosure counsel with "subsequent year" delinquency information consisting of any installments/years that become delinquent on parcels already in foreclosure.
5. Generally, respond to inquiries from City staff and foreclosure counsel regarding the status of a foreclosure action and other pertinent, relevant information.
6. Negotiate, at the discretion and approval of the City, a repayment schedule (payment plan) to cure the delinquency and avoid initiation of judicial foreclosure.

Continuing Disclosure Services

Willdan will provide assistance and advice on ongoing continuing disclosure matters. With regard to the City's outstanding debt financings, Willdan will provide guidance and direction to the City in preparing disclosure reports.

Willdan will help the City provide required financial and operating data requested by investors and which would, otherwise, be considered material in keeping securities holders informed of the investment quality of the debt issue. Willdan will also assist the City in responding to questions from investors and from other market participants.

In addition, with respect to new debt issues, Willdan will assist the City in developing reporting requirements for disclosure documents to meet relevant compliance requirements, as well as to meet marketplace information demands.

Annual Financial Information Statement Preparation

With respect to the preparation of the Annual Financial Information Statement, Willdan will, at the City's direction, provide one or all of the following services:

1. Review pertinent documents relating to the debt issue, including the Official Statement, financial statements, and annual reports.
2. Collect directly from trustees, fiscal agents, state, County agencies, or others any third-party data or other information required, as applicable, for inclusion within the Annual Financial Information Statement.
3. Analyze the information for accuracy, materiality, and appropriateness.
4. Provide advice and direction on inclusion and presentation of the information in the Annual Financial Information Statement.
5. Create a draft of the Annual Financial Information Statement for review by the City.
6. Discuss any relevant issues with the City regarding the report and address questions the City may have regarding continuing disclosure matters.
7. Finalize and disseminate the Annual Financial Information Statement, including (as necessary) arranging for electronic and paper reproduction and distribution.

Interim Information Statements

Willdan will provide the following information for each issue in the Interim Information Statement:

- March 2nd bond payment information and outstanding bonds;
- Reserve fund and construction fund balances, and report them as of March 31st;
- Currently available delinquency information; and
- Building permits information as of March 31st, to be received from the City.

Significant Event Notices

Upon notification by the City, and/or if Willdan becomes aware and if deemed to be material, Willdan will prepare Notices of Significant Events covering events enumerated in Rule 15c2-12(b) for the City's review.

Dissemination

Willdan will disseminate the continuing disclosure reports via EMMA. In addition, Willdan will also assist the City when requests for information are received; and respond to questions from investors and other market participants.

Administration of Landscape, Lighting and Park Maintenance District

Below is our proposed work plan specific to the administration of the City's Landscape, Lighting and Park Maintenance Assessment District (referred to as "LLPM" and/or "District").

1. Schedule an annual kick-off meeting with City staff to review existing district information, whereby possible changes to the District for the upcoming fiscal year will be identified and discussed, including budget issues, annexations, modification or expansion of district improvements, as well as legislative changes that may impact the District.
2. Prepare an annual levy timeline identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline will be reviewed and discussed with City staff. As needed, the timeline will also be adjusted to address the City's scheduling requirements or proposed district changes.

3. Review the district budgets provided by the City, and coordinate with City staff to assist with accurate cost-recovery accounting. Willdan will assist City staff to prepare and review the annual district budgets; thus, ensuring the appropriate incorporation of maintenance contract costs, administrative expenses, material costs, capital costs, and other incidental costs into the district budget to achieve maximum cost-to-benefit equity. Willdan can help verify that adequate and appropriate fund balances are identified. In addition, Willdan will use the updated parcel databases for the District to provide estimates of the assessment revenue for the upcoming fiscal year. These revenue estimates will be incorporated into the fiscal year budgets for the District, which will be analyzed to determine required changes in the level of assessment or funding from other sources. If necessary, Willdan can meet with City staff to discuss aspects of the annual budget.
4. Maintain and update a parcel levy database by gathering parcel information from various sources. As new data becomes available, update the database and enhance the data through parcel research using current secured roll information, County Assessor maps, various third-party resources, and specific information provided by the City (e.g., up-to-date map approval status, building permits or certificate of occupancy data). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, ownership and mailing address changes, and adjusted benefit unit information. This database will then become the source for the calculation of the annual district assessments.

Based upon their assigned benefit, our MuniMagic+ software will be used to calculate the annual assessments for the parcels within the District. This software is capable of handling complex assessment methodologies and formulas, calculating the annual assessments, and producing files in the required format for submittal to the County Auditor/Controller's Office. The same data can then be used to reproduce databases of assessed parcels in hardcopy, CD-ROM, or other electronic formats. The County secured roll, Assessor's parcel maps, or any other necessary or required data sources for the calculation of the annual assessments will then be purchased by Willdan.

5. Assist in preparing the necessary resolutions to be adopted in conjunction with the annual levy of assessments by utilizing resolutions previously adopted by the City for the annual levy process. If requested, assist City staff in the preparation of staff reports. By applying current legislation, Willdan will identify and discuss recommended changes to the resolutions with the City. The City acknowledges that the City Attorney will review all resolutions for form and content, as is intended.
6. Attend, in addition to the annual kick-off meeting, up to two (2) City meetings, Public Hearings and/or staff meetings. Willdan will also be available to answer any questions requested by staff. Typically, we attend the Public Hearing; but we have, upon request, included an additional meeting, such as the Finance Commission meeting, to address budget issues with staff or for adoption of the Resolution of Intention.
7. Prepare the District's annual Engineer's Report in accordance with the Landscaping and Lighting Act of 1972, the provisions of California Constitution Article XIID (Proposition 218), and the City Municipal Code. This report will include the following required items:
 - A general description of the District, which may include key historical facts, zone designations, and discussion of district benefits;
 - A description of the plans and improvement specifications (this may apply to documents to obtain details on file at the City);
 - An estimate of the costs of the improvements (budget);
 - A description of the Method of Apportionment (assessment calculation);
 - A diagram of the District (provided by the City);
 - An assessment of the estimated cost to each parcel; and
 - An affidavit stating that a professional engineer has prepared the report.
8. Provide the City with two (2) bound copies of the full Engineer's Report, including the collection roll (one [1] for the City Clerk, and one [1] for City staff) and one (1) unbound copy of the Engineer's Report for staff to reproduce, as needed.
9. Provide assessment amounts for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format, and configuration required by the County for placement on the annual property tax roll.

10. Provide resolutions ordering the levy, collection of assessments, and any other necessary information to the County Auditor/Controller's Office.
11. Research the exceptions, upon receipt of a parcel exceptions list from the County; and update parcel number changes, as well as report the revised parcels and updated levy amounts to the County. As necessary, Willdan will prepare for City staff additional County-required correspondences relating to the submittal, correction or removal of assessments to the County tax roll.
12. Provide the City with a levy summary report comparing budget amounts to the actual applied levy. This levy summary will include a description of the reasons for any significant variances between the amounts budgeted, and the amounts actually applied to the County tax roll.
13. Act as primary contact (at the discretion of the City) to answer property owner questions regarding the District and assessments. Willdan, typically, provides the County our toll-free telephone number for inclusion on the tax bills for property owners to call with questions.
14. Prepare and mail invoices (handbills) to all property owners whose proposed annual assessment for their parcel could not be applied to the County tax roll (parcels for which the County does not generate a tax bill). These invoices would be provided in two installments, similar to the County tax bills, and would be payable directly to the City.

Client Responsibilities

Willdan will rely on obtaining the following information from the City in order to properly administer all of the districts previously identified.

- Annual budget information, including estimated fund balances;
- Changes, modifications, or updates to the improvements described in the previous year's Engineer's Report;
- Parcel list for parcels within the radius of new park improvements;
- Certified copies of the resolution(s) or other documentation required by the County for submittal of the annual levy;
- Complete list of improvements provided and maintained in each specific zone (as well as associated budget information) and identified in the current Engineer's Report on file in the Engineering Department; and
- Updated boundary diagrams, as required.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete our analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy, and that Willdan will not be responsible for any errors that result from inaccurate data provided by the client.

Annual Debt Transparency Report Preparation – Optional

With respect to the preparation of the Annual Debt Transparency Report, Willdan will, at the City's direction, provide the following services:

1. Collect bond documents relating to the debt issue, including but not limited to, the formation documents, the official statement, financial statements, and prior CDIAC ADTR report.
2. Collect data and other third-party information required to be included in the CDIAC ADTR Report directly from the City, trustees, fiscal agents, state and county agencies and others.
3. Create the CDIAC ADTR Report and discuss with City staff any relevant issues.
4. Provide timely Report filings to the State of California on the CDIAC website.

Project Disclaimer

Willdan is a registered municipal advisory firm with the U.S. Securities and Exchange Commission (“SEC”), as such the City of Irvine represents, acknowledges, and agrees that Willdan is not acting as a “municipal advisor” (as defined by the SEC), to the City, in any capacity as it relates to the project proposed in this District Administration proposal.

- (i) The City uses, or may use, the services of one or more municipal advisors registered with the SEC to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The City is not looking to Willdan to provide, and the City shall not otherwise request or require Willdan to provide any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City , (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City , in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

Cost

The fees quoted herein are based on the number of districts that are currently administered and the time estimated that will be spent on average each year. Any substantial variation in the number of districts, or the parcels contained within, may cause a change in our fee structure.

When the City desires to pursue a parcel audit, close out services and/or refinancing/refunding engagement, Willdan will provide a letter proposal for review and approval. Fee ranges have been provided in the table that follows. Furthermore, the fees quoted below include direct expenses typically incurred during the course of the proposed work.

Willdan Financial Services Special District Administration Services	
Service	FY 26/27
Annual Administration of Assessment & Reassessment Districts*	\$193,200
Annual Administration of Citywide Landscape, Lighting and Park Maintenance District	<u>18,000</u>
Total Annual Administration Fee	\$ 211,200
Parcel Audit	\$2,000 - \$15,000/district
Annual Debt Transparency Report Preparation (<i>Optional</i>)	\$850/report
Close Out Services	\$6,000 - \$6,500/report
Refinancing/Refunding of Assessment District Bond Issue**	\$5,000 - \$15,000 per local obligation district

* Annual fee includes continuing disclosure services for applicable districts.

** At the City's request Willdan can assist the City and the financing team in the capacity of Re-assessment Engineer. The typical associated scope of work includes preparing tables for the official statement, creating the reassessment diagram, preparing the reassessment report, participating in conference calls, and assisting on any other inquiries related to the refunding. It is anticipated that the not-to-exceed lump sum fee will be \$5,000 to \$15,000 per local obligation district to be refunded. Depending upon the project specifics this fee is negotiable. Furthermore, it is understood that the fee is contingent upon the successful issuance of bonds and will be paid at closing from the Costs of Issuance account with the bond trustee.

Hourly Rates

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

Willdan Financial Services			
Hourly Rate Schedule			
Group Director	\$210	Principal Consultant / Assistant Director	\$200
Senior Project Manager	\$165	Project Manager / Project Director	\$145
Senior Project Analyst	\$130	Senior Analyst	\$120
Analyst	\$100	Analyst Assistant	\$ 75
Property Owner Service Representative	\$ 55		

If a third-party were to request any documentation, Willdan may, in accordance with our applicable rate schedule, charge such third party for providing said documents.

City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.