

RESOLUTION NO. 2014-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH STRADLING YOCCA CARLSON & RAUTH FOR SPECIAL LEGAL COUNSEL SERVICES

WHEREAS, the City currently requires special legal counsel services in the connection with the formation of a Community Facilities District (CFD) and disposition of other associated financial instruments; and

WHEREAS, the City of Rohnert Park Municipal Code Title 3 Chapter 3.04 provides that the City's purchasing functions shall be governed by the City's Purchasing Policy; and

WHEREAS, consistent with City of Rohnert Park Purchasing Policy Section 7.2, Consultant meets the requirements for Sole Source purchasing as they perform a "complex and unique function" by virtue of providing specialized legal counsel services; and

WHEREAS, staff recommends Stradling Yocca Carlson & Rauth to perform these services based on their professional skills and qualifications, and accepting the scope of work and compensation as presented to the City Council on June 10, 2014.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve a contract by and between Stradling Yocca Carlson & Rauth and the City of Rohnert Park for Special Legal Counsel Services in substantially similar form to Exhibit A which is attached hereto and incorporated by this reference (the "Agreement") subject to minor modification by the City Manager or City Attorney.

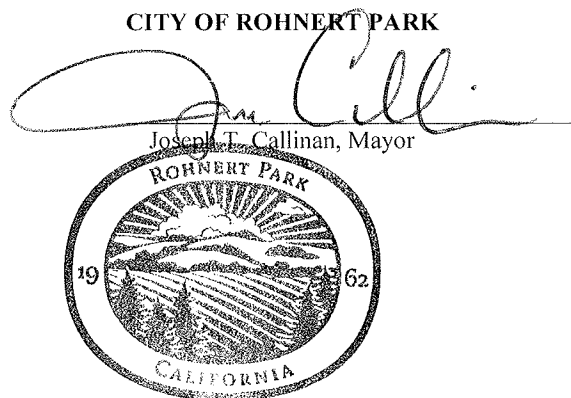
BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute documents pertaining to same for and on behalf of the City of Rohnert Park, including the Agreement.

DULY AND REGULARLY ADOPTED this 10th day of June, 2014.

ATTEST:


JoAnne M. Buerger, City Clerk

Attachment(s): Exhibit A



BELFORTE: AYE MACKENZIE: AYE STAFFORD: AYE AHANOTU: AYE CALLINAN: AYE
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

“Exhibit A”



PROFESSIONAL SERVICES AGREEMENT WITH
STRADLING YOCCA CARLSON & RAUTH
FOR SPECIAL LEGAL COUNSEL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT FOR SPECIAL LEGAL COUNSEL SERVICES (“AGREEMENT”) is entered into on this 10th day of June, 2014 (“EFFECTIVE DATE”) by and between the City of Rohnert Park (“CITY”), and Stradling Yocca Carlson & Rauth, a law corporation (“CONSULTANT”), with reference to the following facts and intentions:

RECITALS

WHEREAS, CITY requires the assistance of special legal counsel with an expertise in Community Facilities District (“CFD”) formation, approval of rate and method and authorization to issue bonds, as well as expertise in the legal work required for the authorization, sale and issuance of bonds, to assist CITY in handling matters arising out of or related to the creation of the Southeast Specific Plan Area CFD (“Southeast CFD”); and

WHEREAS, CITY requires the assistance of special legal counsel with an expertise in the redemption and/or refinance of the City’s existing Certificates of Participation which are currently outstanding; and

WHEREAS, Consultant hereby warrants to the City that Consultant is skilled and able to provide such services described in this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and

agreements subject to the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

1. SCOPE OF WORK.

A. CONSULTANT shall provide services in connection with provide three categories of services. The first such category consists of the legal services necessary to form the Southeast CFD, approve the rate and method of apportionment of special tax (the Rate and Method”) that will be authorized to be levied in the Southeast CFD, and secure voter approval to authorize the issuance of bonds of the Southeast CFD (the “Bonds”). The second category consists of the legal services required for the authorization, sale and issuance of the Bonds. The third category consists of the legal services required for the defeasement, redemption and/or refinance of Certificates of Participation or other financial instruments. Collectively these three categories of legal services shall be referred to as the “WORK.” The WORK expressly includes, but is not limited to, the Scope of Work and Schedule of Performance set forth in Exhibit A, which is attached hereto and incorporated by this reference, and the following:

- (1) Advise the CITY on all relevant issues.
- (2) Assist the CITY in developing appeals handling and litigation strategies.
- (3) Assist the CITY in preparing oral and written materials, including staff reports, resolutions, presentations, letters, memoranda (including closed session memoranda), lower court and appellate court filings and briefs, and other documents, as necessary.
- (4) Assist the CITY in reviewing and responding to oral and written materials, including statements, requests, demands, presentations, letters, pleadings, and other documents, as necessary.
- (5) Advise the City Council in Closed Session on an as-needed basis.
- (6) Represent the CITY at meetings, trial, any court hearings, settlement conferences, and mediations, as necessary.

- (7) Retain and prepare appropriate experts, as necessary.
- (8) Provide other advice and services as may be requested by the City

Attorney's Office.

B. CONSULTANT shall obtain prior CITY approval for the retention of any sub-consultants and/or expert witnesses.

2. **TERM.** The term of this Agreement shall be from the EFFECTIVE DATE, set forth above, and shall continue for two (2) years, subject to available funds or unless earlier terminated in accordance with the terms of this Agreement. The CITY acknowledges that CONSULTANT has commenced work at the direction of CITY staff in advance of this Agreement.

3. **CONSIDERATION.** As full consideration for the WORK to be performed by CONSULTANT, CITY shall pay CONSULTANT based upon the hourly rates for its attorney(s) assigned to assist CITY upon submission and CITY approval of invoices, at the rates and "not to exceed" amount as more particularly set forth in Exhibit B, which is attached hereto and incorporated by this reference. If requested by CITY, the "not to exceed" amount described in this Paragraph 3 may be increased upon execution of an amendment setting forth the new "not to exceed" amount, all in accordance with Paragraph 14 of this Agreement.

CONSULTANT shall bill time monthly on a straight hourly basis. CONSULTANT may charge City for actual costs for travel and other extraordinary expenses such as courier services and express mail, but shall not separately charge for long-distance telephone calls, copying, postage, etc.

CONSULTANT shall submit itemized monthly invoices to the City accounting for the WORK provided and costs incurred pursuant to the terms of this Agreement. Each monthly invoice shall bill in six-minute increments and shall include the total hours performed to date. Minimum billing requirements are unacceptable to the City and invoice shall charge only for actual time spent. Payment will occur only after receipt by City of invoices sufficiently detailed that clearly set forth by date, the type of work performed, the specific subject of work performed

or legal research performed, and the time spent on a task. City shall make payment to CONSULTANT within thirty (30) days of receipt of the invoice, except for those specific items on the invoice which are contested or questioned and returned by City, with written explanation, within thirty (30) days of receipt of the invoice. CONSULTANT shall provide to City, a written response to any statement contested or questioned and further, upon request of City, provide City with any and all documents related to the service or costs. No charge shall be made for time expended in providing this information to the City.

Each of CONSULTANT's invoices shall include a separate cover letter identifying the total amount billed for the WORK during the applicable billing period. As these letters will be subject to disclosure through the California Public Records Act (California Government Code Sections 6250 et seq.), CONSULTANT shall ensure that the descriptions used therein do not reflect CONSULTANT impressions, conclusions, opinions, or legal research or strategy

4. **RECORDS.** CONSULTANT shall maintain accounting records and other evidence pertaining to the cost incurred and shall make the records available to authorized representatives of CITY or other governmental agency or district authorized by CITY to inspect such records. These records shall be available at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment for work performed hereunder.

5. **KEY PERSONNEL.** All of the services required hereunder shall be performed by CONSULTANT or under his/her/its supervision, and all personnel engaged in the work shall be fully qualified to perform such services. Any change in the key personnel shall be subject to the written approval of CITY. The following is/are the key personnel for the subject of this Agreement: John Murphy, Vice President. CONSULTANT will not subcontract any portion of the WORK without prior written approval of City Counsel or his/her designee. If Special Counsel subcontracts any of the Services, Special Counsel will be fully responsible to City for the acts

6. **CITY-AUTHORIZED REPRESENTATIVE.** An authorized representative shall represent CITY in all matters pertaining to the services rendered by CONSULTANT under

this Agreement. All documents and requests for information shall be submitted through this representative and CITY will cooperate with CONSULTANT in all matters relating to this Agreement in such manner as will result in the performance of such work without delay. The CITY-authorized representatives are the City Attorney and the Assistant City Attorney.

7. TERMINATION.

A. Either party may terminate this Agreement at any time, without cause, upon seven (7) days' notice of discontinuance and termination of said Agreement given in writing. Such notice shall be sufficient and complete when same is deposited in the United States mail, first class postage prepaid, to the address shown in the paragraph herein concerning notice.

B. CITY may at any time, at its discretion, abandon or suspend any portion of work to be done under the terms of this Agreement.

C. In the event of CITY's abandonment or suspension of CONSULTANT's work under this Agreement, or in the event of the termination of this Agreement, CONSULTANT shall stop work at the stage directed by CITY and shall deliver to CITY any and all reports, pleadings, discovery, agreements, research, studies, and any other file materials relating to the WORK, whether in draft or final form. At the discretion of CITY, CONSULTANT shall also cancel all orders for goods or services connected with this Agreement which have not been delivered or received.

8. EQUAL OPPORTUNITY ASSURANCE. During the performance of this Agreement, CONSULTANT agrees as follows:

A. CONSULTANT will not discriminate against any employee or applicant for employment because of race, sex, creed, physical handicap, color, sexual orientation, or national origin. CONSULTANT will take affirmative action to ensure that employees are treated equally without regard to race, gender, creed, physical handicap(s), color, sexual orientation, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs and

terminations, rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. In the event of CONSULTANT's noncompliance with the nondiscrimination clause of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part.

9. **INSURANCE.** CONSULTANT shall hold CITY free, clear, and harmless from all claims of third persons for damages arising out of negligent acts of CONSULTANT and his/her/its agents and in furtherance thereof, CONSULTANT shall, at his/her/its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance which shall be provided on an Occurrence basis (except for Professional Liability which may be on a claims made basis):

A. Commercial General Liability Insurance. CONSULTANT shall maintain limits of no less than:

(1) General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

B. Other Insurance Provisions. The policies are to contain, or be endorsed to contain the following provisions:

(1) General Liability Coverages.

(a) CITY, its officers, officials, employees, and volunteers are to be covered as insureds as respects: Liability arising out of activities performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope or protection afforded to the City of Concord, its officers, officials, employees, or volunteers.

(b) CONSULTANT's insurance coverage shall be the primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in

excess of CONSULTANT's insurance and shall not contribute with it.

(c) Any failure to comply with the reporting provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials, employees, or volunteers.

C. Automobile Liability Insurance Coverages. CONSULTANT shall procure automobile liability insurance covering all vehicles used in the performance of this Agreement providing a One Million Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage which may arise from the operation of CONSULTANT in performing this Agreement.

D. Compliance with State Workers' Compensation Requirements. CONSULTANT covenants that he/she/it will insure himself/herself/itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code Section 3700, et seq. CONSULTANT shall, at all times, upon demand of the CITY Council and properly authorized agents, furnish proof that Workers' Compensation Insurance is being maintained by him/her/it in force and effect in accordance with the California Labor Code.

E. Professional Liability Insurance Requirements. CONSULTANT shall maintain professional liability insurance with coverage for negligent acts, errors, or omissions committed by CONSULTANT and its agents and employees in the course of work performed for the CITY under this Agreement in limits (including deductibles) in compliance with requirements of the State Bar of California for professional legal corporations.

Except for Professional Liability, which shall comply with the requirements of the California State Bar for professional legal corporations, the aforementioned policy(ies) shall be issued by an insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and shall be delivered to CITY at the time of the execution of this Agreement or as provided below. In lieu of actual delivery of such policy(ies), a Certificate issued by the insurance carrier showing such policy to be in force for the period covered by the Agreement may be delivered to CITY. Such policy(ies) and certificate(s) shall be in a form approved by the

City Attorney.

10. INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel reasonably satisfactory to CITY), and hold harmless CITY against and from any and all claims or suits for damages or injury arising from CONSULTANT's negligence, errors or omissions in the performance of this Agreement, and shall further indemnify, defend, and hold harmless CITY against and from any and all claims or suits arising from any breach or default of any performance of any obligation of CONSULTANT hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

The CITY has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. CONSULTANT's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONSULTANT under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by CONSULTANT and shall continue to bind the parties after termination/completion of this agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement.

11. INDEPENDENT CONTRACTOR. CONSULTANT will perform the WORK in CONSULTANTS own way and as an independent contractor retained by CITY to perform the work described herein. All personnel employed by CONSULTANT, including subcontractors and personnel of said subcontractors approved by CITY, are not and shall not be deemed to be employees of CITY. The payment made to Special Counsel pursuant to the Agreement will be the full and complete compensation to which Special Counsel is entitled. City will not make any federal or state tax withholdings on behalf of Special Counsel or its agents, employees or

subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Special Counsel or its employees or subcontractors. CONSULTANT and approved subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Workers' Compensation. CITY shall not, under any circumstances, be liable to CONSULTANT or any person or persons acting for him/her/it for any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to this Agreement.

12. NOTICE. All notices required herein shall be sent via First Class U.S. Mail with postage prepaid thereon to the parties as follows:

To CITY:	City Manager City of Rohnert Park - City Hall 130 Avram Avenue Rohnert Park, CA 94928
With Copy to:	Michelle Marchetta Kenyon City Attorney Burke, Williams & Sorensen, LLP 1901 Harrison St., Suite 900 Oakland, CA 94612
To CONSULTANT:	John Murphy, Vice President Stradling Yocca Carlson & Rauth 660 Newport Center Drive, Suite 1600 Newport Beach, CA 92651

Notices shall be deemed effectively served upon deposit in the United States Mail.

13. ASSIGNMENT. CITY is entering into this Agreement in consideration of the rendition of the services required herein by CONSULTANT. CONSULTANT shall not assign any of the duties, responsibilities, or obligations of this Agreement to any other firm, company, entity, or individual, except with the express written consent of CITY. Nothing set forth in this paragraph shall preclude CONSULTANT from assigning any of the monies due and owing to him/her/it from CITY.

14. **AMENDMENT.** This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

15. **THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be deemed, construed or represented by the CITY or CONSUTLANT to any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the CITY and CONSUTLANT other than attorney and client.

16. **JURISDICTION AND VENUE.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Sonoma, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

17. **INTERPRETATION.** Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

18. **WAIVER.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

19. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in the Agreement has been or is relied upon by any party hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF ROHNERT PARK

CONSULTANT

By: _____
City Manager

By: _____
Title: _____

Date: _____

Date: _____

Per Resolution No. 2014-__ adopted by the
Rohnert Park City Council at its meeting of
June 10, 2014.

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Work and Schedule of Performance

Consultant will perform the WORK. The specific tasks included in each of the three categories of legal services that make up the WORK are as follows:

1. Southeast CFD Formation, Approval of Rate and Method and Authorization to Issue Bonds.

Consultant will:

- (a) Work with the City Staff, Special Tax Consultant, Financial Advisor and Underwriter (collectively, the “CFD Working Group”) to review and, if appropriate, update the City’s Local Goals and Policies concerning community facilities districts;
- (b) Work with the CFD Working Group and the property owner/developer to help formulate a Rate and Method (to drafted by the Special Tax Consultant) that is consistent with the City’s Local Goals and Policies and that attempts addresses both the needs of the property owner/developer and the potential concerns of the bond market;
- (c) Assist the City Staff in negotiating the terms of the agreement(s) that will provide for the acquisition of the public improvements that are to be financed by the Southeast CFD and any necessary joint community facilities agreements and draft such documents;
- (d) Prepare the legal documents relating directly to the formation of the Southeast CFD, the approval of the Rate and Method and the authorization of the Bonds, including:
 - (i) Petition for Southeast CFD formation;
 - (ii) Resolution of intention to form Southeast CFD;
 - (iii) Resolution of intention to incur bonded indebtedness;
 - (iv) Notice of public hearing;
 - (v) Resolution forming Southeast CFD, approving Rate and Method and calling an election with respect thereto and to establish an appropriations limit for Southeast CFD;
 - (vi) Resolution of necessity to incur bonded indebtedness and calling an election with respect thereto to be combined with the election reformation and appropriations limit;
 - (vii) Property owner waiver of election proceedings;
 - (viii) Ballot and related material;
 - (ix) Resolution declaring results of election;
 - (x) Notice of special tax lien; and
 - (xi) Ordinance levying the special tax;
- (d) Review and provide advice re documents prepared by others (such as the boundary map and the Southeast CFD report);

- (e) Confer with the CFD Working Group and provide advice and counsel to the City throughout the Southeast CFD formation process; and
- (g) Except as otherwise directed by the City, attend the meetings of the City Council at which Southeast CFD-related matters will be considered.

2. *Authorization, Sale and Issuance of the Bonds*

Consultant will:

- (a) Draft all resolutions, notices and documents relating to the issuance of Bonds and the rendering of a legal opinion (the “Opinion”) pertaining to the issuing of the Bonds to the effect that:
 - (i) the Bonds have been properly authorized and issued and are valid and binding obligations;
 - (ii) the essential sources of security for the Bonds have been legally provided; and
 - (iii) interest on the Bonds is exempt from federal and California income taxation;
- (b) Compile a sufficient record justifying the Opinion by:
 - (i) Researching applicable laws relating to the proposed issuance;
 - (ii) Participating with the CFD Working Group in structuring the issuance of the Bonds;
 - (iii) Supervising and preparing documentation of all steps to be taken through the issuance of the Bonds including:
 - a. assisting in planning of the financing schedule;
 - b. drafting all resolutions, notices, trust agreements, and other legal documents required for the financing, and all other basic documents relating to the security of the Bonds, in consultation with the CFD Working Group;
 - c. assisting in the preparation of the official statement and supporting documentation relating to the offering for sale of the Bonds;
 - d. reviewing the bond purchase contract and participating in the related negotiations;
 - e. attending informational meetings and other conferences scheduled by the CFD Working Group;
 - f. consulting with prospective purchasers and their legal counsel;
 - g. consulting with the City Attorney concerning any legislation or litigation during the course of the financing;
 - h. consulting with the trustee, if any, and counsel to the trustee;
 - i. preparing the form of the Bonds, and supervising their production or printing, signing, authentication and delivery;
 - j. delivering the Opinion; and
 - k. preparing transcripts of the proceedings.

3. Defeasement, Redemption and/or Refinance of Certificates of Participation or other financial instruments.

Consultant's services shall include the rendering of legal opinions (hereinafter called the "opinions") pertaining to the issuance of the Certificates or other financial instruments to the effect that:

- The Certificates/instruments have been properly executed and delivered and are valid and binding obligations; and
- The essential sources of security for the Certificates/instruments have been legally provided; and
- Interest with respect to the Certificates/instruments is exempt from California personal income taxation and is excluded from gross income for purposes of federal income taxes.

Consultant's services shall also include:

- Researching applicable laws and ordinances relating to the proposed Certificates/instruments;
- Attending conferences and consulting with City staff and counsel regarding such laws, and the need for amendments thereto, or additional legislation;
- Participating in meetings, conferences or discussions with any financial advisors, underwriters or other experts retained by the City with respect to the execution and delivery of the Certificates/instruments;
- Supervising and preparing documentation of the steps to be taken through the issuance of the Certificates/instruments, including:
- Drafting all resolutions, notices, rules and regulations and other legal documents required for the issuance of the Certificates/instruments, and all other documents relating to the security of the Certificates/instruments, in consultation with the City, the City Attorney, the City's financial advisor, underwriter and other experts;
- Preparing the record of proceedings for the authorization, sale and issuance of the Certificates/instruments;
- Reviewing the purchase contracts or the bidding documents relating to the sale of the Certificates and participating in the related negotiations;
- Participating in meetings and other conferences scheduled by the City, the City's financial advisor or the underwriter;
- Consulting with prospective purchasers and their legal counsel;
- Reviewing the title policy for the leased property and preparing title instructions;
- Consulting with counsel to the City concerning any legislation or litigation which may effect the Certificates/instruments, the security for the Certificates/instruments, or any other matter related to the execution and delivery of the Certificates/instruments;
- Consulting with any trustee or fiscal agent for the Certificates and their counsel;
- Preparing the form of the Certificates/instruments, and supervising their production or printing, signing, authentication and delivery;
- Rendering the final approving opinion as to the validity of the Certificates/instruments for use and distribution upon their execution and delivery; and

- Rendering a legal opinion to the purchaser of the Certificates/instruments as to the applicability of the registration requirements of federal securities laws.

EXHIBIT B

Compensation

1. Formation of the CFD, Approval of the Special Tax and the Voter Authorization of Bonds

Consultant shall be compensated at the rate of \$500 per hour, not to exceed \$25,000 for providing all legal support for the formation of the CFD, approval of the special tax and the voter authorization of the bonds.

2. Authorization, Sale and Issuance of the CFD's bonds

Consultant shall be compensated from bond proceeds, based on a percentage of the principal amount of bonds issued, if and when the bonds are issued. This compensation shall be paid as follows:

- \$35,000 for an issue of \$5,000,000 or less
- \$35,000 plus 0.2% of the principal amount in excess of \$5,000,000 for an issue of more than \$5,000,000 but not more than \$10,000,000
- \$45,000 plus 0.1% of the principal amount in excess of \$10,000,000 for an issue of more than \$10,000,000.

3. Official Statement

Consultant may be asked to serve as disclosure counsel and to prepare the official statement. The fee for such services, if provided, will be a fixed fee negotiated at the time services commence.

4. Defeasement, Redemption and/or Refinance of Existing Certificates of Participation or other financial instruments

Consultant shall be compensated at the rate of \$400 per hour, not to exceed \$10,000 for providing all legal support for the redemption and/or refinance of the City's existing Certificates of Participation