

EXHIBIT B-2 - Fee Schedule

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements for a total maximum contract amount not to exceed \$200,000 consisting of:

I. Hourly Fee Schedule

For the On-Call Municipal Advisory Services set forth in **EXHIBIT A**, CONTRACTOR would be paid based on the following hourly rates, subject to annual increases not to exceed 3% per year:

<u>Title</u>	<u>Hourly Rate</u>
Senior Managing Director	\$386
Director	\$365
Vice President	\$334
Assistant Vice President	\$293
Associate	\$252
Analyst	\$221

II. Transaction Fee Schedule for Certificate of Participation and Other Financings

For the transaction services set forth in **EXHIBIT A-2**, CONTRACTOR will be paid a fixed transaction fee. Transaction fees generally are contingent on the successful closing of the financing and can be funded, along with other customary costs of issuance (i.e., bond counsel, disclosure counsel, trustee, rating fees, underwriting fees, etc.), through the bond issue, if desired. See **EXHIBIT C** for disclosure about contingent compensation.

CONTRACTOR typically negotiates transaction fees at the time the plan of finance for the debt offering is known. The fee is based on factors that impact complexity and time commitments, such as bond structure, number of series or projects financed, nature of pledged assets, credit structure, interest rate mode, the method of sale and the frequency with which the issuer has recently accessed the market. CONTRACTOR will provide fee comparables from other similar transactions that CONTRACTOR has served as municipal advisor.

For transactions that may occur during the term of the Agreement between the County and CONTRACTOR, the basis of compensation be set forth in an Amendment to the Agreement, in advance of the transaction.

III. Reimbursable Expenses

CONTRACTOR would seek reimbursement for actual out-of-pocket travel expenses and other costs associated with on-call advisory and transaction engagements, including color copying, outside printing and copying, conference calls, and outside sources of data. Included in these expenses is \$550 data charge for access to Bloomberg, TM3, and DBC subscription services, when utilized. CONTRACTOR shall obtain prior written authorization from the Assistant County Administrative Officer, or designee.

“County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy.” A copy of the policy is available at <https://www.co.monterey.ca.us/home/showdocument?id=69364>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expense, identifying what was expended and when.”

B. Billing Procedures

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

Disallowed Costs: Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

For the referenced On-Call Municipal Advisory Services, CONTRACTOR will invoice the County no more frequently than a monthly basis, and only after the County has issued a written authorization for specific "on call" services. CONTRACTOR will send an invoice to the County within thirty (30) days after the end of each month that "on call" services are provided. The County shall certify the invoice, either in the requested amount or in such other amount as the County approved in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.