

**EAST GARRISON PUBLIC FINANCING AUTHORITY  
STANDARD AGREEMENT  
(NOT TO EXCEED \$100,000)**

This **Agreement** is made by and between the East Garrison Public Financing Authority, a California joint exercise of powers authority, (hereinafter "Authority") and:  
GOODWIN CONSULTING GROUP, INC.,  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The Authority hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide** assistance with annual administration of East Garrison Public Financing Authority Community Facilities District No. 2006-1 (CFD).

**2.0 PAYMENT PROVISIONS.**

2.01 Authority shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by Authority to CONTRACTOR under this Agreement is not to exceed the sum of \$ 30,000.00.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from July 1, 2013 to June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and Authority and with Authority signing last, and **CONTRACTOR may not commence work before Authority signs this Agreement.**

3.02 The Authority reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A** Scope of Services/Payment Provisions

**Exhibit B** Justification for allowing reduced Professional Liability Insurance coverage



## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the Authority or County of Monterey ("County"), or immediate family of an employee of the Authority or County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use Authority premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The Authority does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the Authority and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The Authority shall certify the invoice, either in the requested amount or in such other amount as the Authority approves 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.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the Authority may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.



- 7.02 The Authority may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If Authority terminates this Agreement for good cause, the Authority may be relieved of the payment of any consideration to CONTRACTOR, and the Authority may proceed with the work in any manner, which Authority deems proper. The cost to the Authority shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The Authority's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the Authority's purchase of the indicated quantity of services, then the Authority may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the Authority may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the Authority and the County of Monterey (hereinafter "County"), their respective officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Authority or County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Authority and County. The Contractor shall reimburse the Authority and County, as applicable, for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the Authority and/or County under this Agreement.

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Authority's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the Authority has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Authority's Purchasing Manager.



9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Authority approval.)*

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Authority approval.)*

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Authority approval.)*

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Authority approval.)*

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the Authority and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such



insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Authority and County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the East Garrison Public Financing Authority and the County of Monterey, their respective officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Authority or County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02-99.

Prior to the execution of this Agreement by the Authority, CONTRACTOR shall file certificates of insurance with the Authority's contract administrator and Authority's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Authority, annual certificates to Authority's Contract Administrator and Authority's Contracts/Purchasing Division. If the certificate is not received by the expiration date, Authority shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Authority, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the Authority or prepared in connection with the performance of this Agreement, unless Authority specifically permits CONTRACTOR to disclose such records or information.



CONTRACTOR shall promptly transmit to Authority any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 Authority Records. When this Agreement expires or terminates, CONTRACTOR shall return to Authority any Authority records which CONTRACTOR used or received from Authority to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and Authority rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The Authority shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the Authority or as part of any audit of the Authority, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. Authority shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of Authority.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.



12.01 If this Agreement has been or will be funded with monies received by the Authority pursuant to a contract with the state or federal government in which the Authority is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, Authority will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the Authority or County. No offer or obligation of permanent employment with the Authority or County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from the Authority or County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the Authority and County harmless from any and all liability which the Authority or County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the Authority and CONTRACTOR'S contract administrators at the addresses listed below:

FOR AUTHORITY:	FOR CONTRACTOR:
Carlos Urrutia, East Garrison Project Manager for County of Monterey	Susan Goodwin, President, Goodwin Consulting Group, Inc.
Name and Title	Name and Title
168 West Alisal Street, 3rd Floor, Salinas, CA 93901	555 University Avenue, Suite 280, Sacramento, CA 95825
Address	Address
(831) 755-5928 / Fax: (831) 755-5398	(916) 561-0890 / Fax: (916) 561-0891
Phone	Phone

**15.0 MISCELLANEOUS PROVISIONS.**

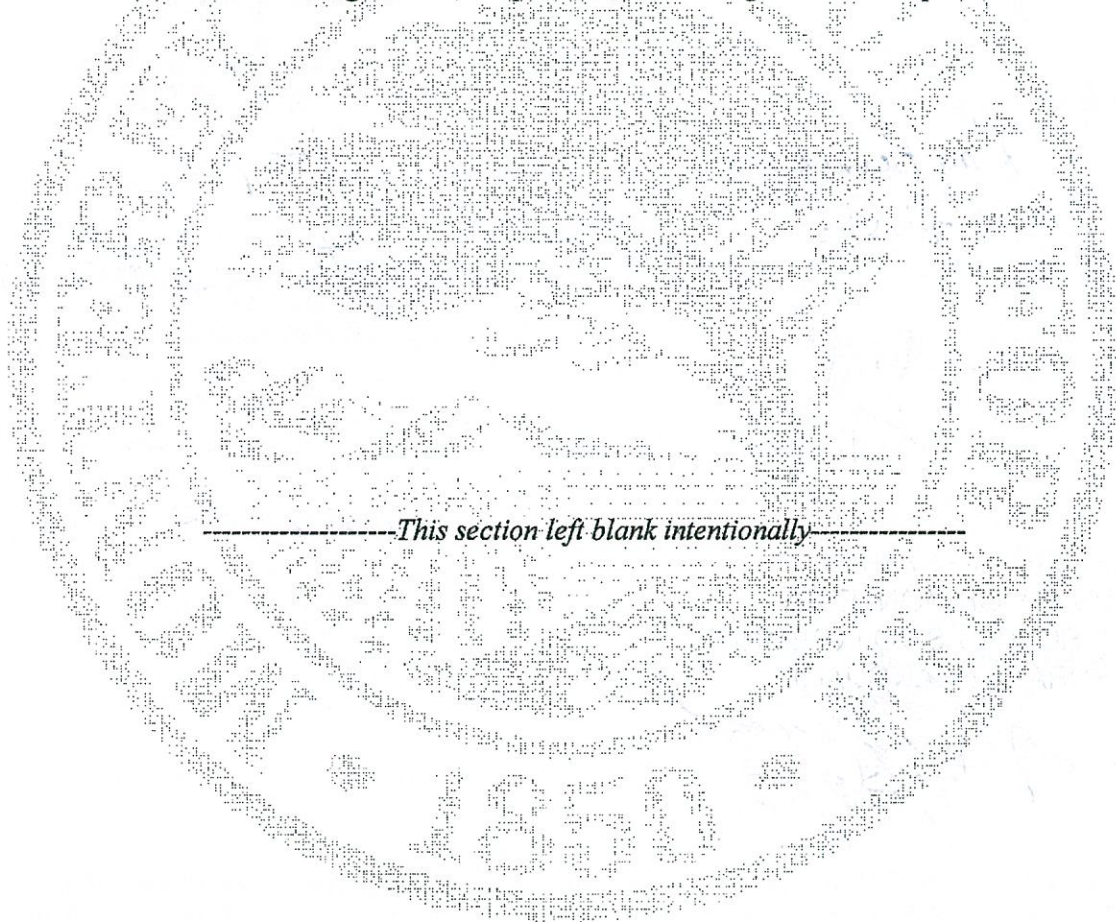
15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.



- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the Authority and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the Authority and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the Authority. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the Authority. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the Authority and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both Authority and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The Authority and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.



- 15.15 Authority. Any individual executing this Agreement on behalf of the Authority or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the Authority and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Authority and the CONTRACTOR as of the effective date of this Agreement, which is the date that the Authority signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.





16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, Authority and CONTRACTOR have executed this Agreement as of the day and year written below.

**EAST GARRISON PUBLIC  
FINANCING AUTHORITY**

**CONTRACTOR**

By: [Signature]  
Contracts/Purchasing Officer

GOODWIN CONSULTING GROUP, INC.  
Contractor's Business Name\*

Date: 7-29-13

By: \_\_\_\_\_  
Department Head (if applicable)

By: [Signature]  
(Signature of Chair, President, or  
Vice-President)\*

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

Susan Goodwin, President

Approved as to Form<sup>1</sup>

\_\_\_\_\_  
Name and Title

By: [Signature]  
Authority Counsel

Date: 7/22/13

Date: 7/25/13

By: [Signature] CFO  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Approved as to Fiscal Provisions<sup>2</sup>

Victor Irzyk, CFO

By: [Signature]  
Auditor/Controller

\_\_\_\_\_  
Name and Title

Date: 7-22-13

Date: 7-22-13

RISK MANAGEMENT  
COUNTY OF MONTEREY

Approved as to Liability Provisions/  
INSURANCE LANGUAGE

By: [Signature]  
Risk Management

Date: 7-29-13

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup> Approval by Authority Counsel is required

<sup>2</sup> Approval by Auditor/Controller is required

<sup>3</sup> Approval by Risk Management is required only if changes are made in sections 7 or 8



## EXHIBIT A SCOPE OF SERVICES

### EAST GARRISON PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2006-1

#### CFD ADMINISTRATION: EAST GARRISON PROJECT

This EXHIBIT A shall be incorporated by reference as part of Professional Services Agreement dated July 1, 2013, governing work to be performed under the above referenced Agreement, the nature of the working relationship between the East Garrison Public Financing Authority ("AUTHORITY") and Goodwin Consulting Group, Inc. ("CONTRACTOR"), and specific obligations of the CONTRACTOR.

CONTRACTOR will assist the AUTHORITY with annual administration of the East Garrison Public Financing Authority Community Facilities District (CFD) No. 2006-1 (East Garrison Project), including preparing the special tax levy, complying with continuing disclosure requirements, and preparing arbitrage rebate calculations.

CONTRACTOR will provide the following services:

*{All capitalized terms used below are defined in the Rate and Method of Apportionment.}*

#### 1. Background Research

CONTRACTOR will gather information and construct a database that will be used to calculate the annual special tax levy. This task will include the following:

- **Map & Parcel Research:** Identify and obtain copies of all subdivision, final and parcel maps. Identify relevant information including current Assessor parcel numbers (APNs), parcel acreage, and record owner of each parcel.
- **Building Permit Tracking:** Track building permits issued within the CFD to determine the date of building permit issuance, square footage of each For-Sale Residential Unit, and whether there are any Taxable Rental Units in the CFD.
- **Classification of Property:** Pursuant to the Rate and Method of Apportionment (RMA) of Special Tax, categorize each parcel to the appropriate special tax classification, including each category of Developed Property and Undeveloped Property.
- **Database Management:** Prepare a database for the CFD which will contain all properties, parcel numbers, square footage, assigned tax categories, and other relevant information which will allow for the assignment of the special tax pursuant to the Resource Management Agency (RMA).

#### 2. Annual Special Tax Levy Calculation

CONTRACTOR will calculate the special tax levy for each taxable parcel in the CFD by applying the Rate and Method of Apportionment of Special Tax. CONTRACTOR will identify all CFD



expenses including annual debt service, Administrative Expenses, and collection costs. Any applicable surplus special taxes, interest earnings, and other credits will be applied to reduce the annual special tax levy.

3. Annual CFD Administration Report Preparation

CONTRACTOR will annually prepare a special tax administration report for the CFD which contains the results of parcel research and findings of the financial analysis. An explanation of the methodology employed to calculate the special taxes levied will be incorporated. The report will also include annual reporting items required by Senate Bill 165 (Local Agency Special Tax and Bond Accountability Act). The appendix to this report will identify the special tax levy for each assessor's parcel for the fiscal year.

4. Annual Special Tax Enrollment

CONTRACTOR will compile a list of parcels in the CFD that will be subject to the special tax levy and format it in compliance with the specific formatting instructions of the County Auditor-Controller's office. The formatted tax levies will be submitted to the Auditor-Controller's Office on or before the deadline for inclusion on the consolidated property tax bills.

5. Delinquency Management

CONTRACTOR will monitor the Auditor-Controller's tax collection summaries and provide a report to the AUTHORITY identifying parcels and corresponding delinquent CFD taxes after each of the two annual tax installments and at the end of the fiscal year, as necessary. CONTRACTOR will prepare and mail a reminder letter after each delinquent tax installment to each delinquent property owner. If directed by the AUTHORITY, CONTRACTOR will prepare and mail a tax delinquency demand letter to property owners whose delinquent taxes have contributed to a violation of the bond foreclosure covenants. The demand letter provides notice to the property owner that CFD taxes will be stripped from the tax roll if payment is not made to the county tax collector's office by a certain date.

6. Answer Inquiries from Various Parties

CONTRACTOR will respond to property owners, realtors, title companies, appraisers and other parties' questions regarding the special tax and other CFD related issues. A CONTRACTOR staff member will be listed as the contact for calls that are received by the Treasurer/Tax Collector's Office, and calls will be responded to on the day received.

7. Prepayment Calculations

CONTRACTOR will provide developers, title agents and other interested parties with the prepayment amount required to pay down the special tax lien on their property(ies).

8. Bond Redemption Administration

CONTRACTOR will work with the homebuilders, title agents and bond trustee to ensure that prepayment checks are processed properly and the correct bond amount is redeemed at each interest payment date. CONTRACTOR will further ensure that prepayment amounts are allocated to the appropriate CFD accounts.



9. Disclosure Regulations Compliance

CONTRACTOR will provide information to the Municipal Securities Rulemaking Board (pursuant to S.E.C. regulations) and the California Debt and Investment Advisory Commission (pursuant to Senate Bill 1464) and prepare special tax disclosure materials to home buyers as specified in Senate Bill 1464. This task shall include the following subtasks:

- a. Prepare the annual Continuing Disclosure Report and respond to secondary information requirements set forth in SEC Section 15c2-12, as amended.
- b. Submit the annual Fiscal Report as specified in Government Code Section 53359.5 to California Debt and Investment Advisory Commission by October of each year.
- c. Prepare special tax disclosure materials on the AUTHORITY'S behalf for resale properties as required by Government Code Section 53340.2.

10. Coordination of Foreclosure Activities

CONTRACTOR will coordinate with the AUTHORITY to ensure compliance with all foreclosure covenants and provisions in the bond documents, if needed. Should the AUTHORITY decide to initiate foreclosure, CONTRACTOR will assist in drafting a Board resolution to remove delinquent properties from the county tax roll. CONTRACTOR will also prepare and record the Notice of Intent to Remove Delinquent Special Tax Installments (NOI). After taxes have been removed from the tax roll, CONTRACTOR will send a Foreclosure Letter to the property owner requesting payment of delinquent CFD taxes by a certain date. The Foreclosure Letter provides the property owner with an opportunity to pay only the CFD tax portion of the tax bill instead of the entire bill, as would be the case if the CFD tax were to be paid to the Tax Collector's Office. All CFD taxes, including penalties, interest, and service fees will be sent to CONTRACTOR and forwarded to the County's Tax Collector's Office ("Tax Collector").

If delinquent CFD taxes are still outstanding after the deadline noted in the Foreclosure Letter, CONTRACTOR will research property documents to determine the primary lienholder. CONTRACTOR will contact the lienholder and send a letter demanding payment of all CFD taxes, penalties, interest, and service fees for the AUTHORITY and CONTRACTOR. All CFD tax payments will be sent to CONTRACTOR and forwarded to the Tax Collector. If delinquent CFD taxes are still outstanding after the deadline noted in the lienholder letter, CONTRACTOR will coordinate with the AUTHORITY and foreclosure attorney on proceeding with foreclosure. CONTRACTOR will provide the foreclosure attorney with a detailed report of all parcels subject to foreclosure along with associated CFD taxes, penalties, interest, and other service fees.

CONTRACTOR will also record a Notice of Payment of Delinquent Special Tax for all parcels whose delinquent taxes have been remedied.

11. Arbitrage Rebate Calculations

CONTRACTOR will prepare annual or five-year arbitrage rebate calculations. A report, identifying the rebate liability for the CFD, will be produced. CONTRACTOR will determine the amount, if any, that must be rebated to the federal government at each five-year interval.



**BUDGET AND FEE SCHEDULE FOR ANNUAL ADMINISTRATION**

The annual administration of services budget is separated into four primary components. The AUTHORITY can elect for CONTRACTOR to provide one or more of these components, which include:

- A. CFD Special Tax Administration
- B. Continuing Disclosure
- C. Foreclosure Activities
- D. Arbitrage Rebate Calculation

**A. CFD Special Tax Administration**

CFD Special Tax Administration encompasses the above listed Tasks 1-8 which must be completed on an annual basis to prepare the special tax levy and track the collection of special taxes within the CFD. The budget for CFD Special Tax Administration services for CFD No. 2006-1 will be based on time and materials, in accordance with the fee schedule in Table 1, not to exceed \$7,500 per fiscal year plus expenses. Expenses include mileage, database services or materials, and the purchase of maps. This maximum fee will remain the same for fiscal years 2013-14 and 2014-15, after which time the fee may require an adjustment for inflation.

**TABLE 1**  
**GCG HOURLY SERVICE RATES \***

Managing Principal	\$250/Hour
Principal	\$240/Hour
Senior Associate	\$185/Hour
Associate	\$160/Hour
Analyst	\$145/Hour
Research Assistant	\$85/Hour

*\* These rates are effective through December 31, 2013 and may require adjustment for inflation thereafter.*

**B. Continuing Disclosure**

As described in Task 9, continuing disclosure will be required on an annual basis pursuant to requirements of both the Securities and Exchange Commission and the California Debt and Investment Advisory Commission. CONTRACTOR will provide all required reports, respond to follow-up phone calls, and monitor events associated with the CFD that trigger expanded disclosure requirements. CONTRACTOR'S proposed budget for continuing disclosure is \$2,000 per year.

**C. Foreclosure Activities**

Services associated with foreclosure activities, as described in Task 10 above will be based on the fees in the following Table 2 below and will be billed to the individual property owner and not the AUTHORITY of Tax Collector.



**TABLE 2**  
**FORECLOSURE ACTIVITIES FEE SCHEDULE**

<b>Services</b>	<b>Fees</b>
Foreclosure Letter	\$50 per letter
Lienholder Research and Letter	\$75 /parcel/year
Record NOI - Remove Tax from County Roll and Record Subsequent Cancellation of NOI	\$200/parcel/year
Foreclosure Management Services	\$150/parcel/year
Payment Plan Setup and Administration	\$250/parcel/year

**D. Arbitrage Services**

Arbitrage services (Task 11) includes preparation of the arbitrage rebate calculation and report. The proposed annual budget for arbitrage services is \$1,000 per outstanding bond issue.

**GENERAL TERMS AND CONDITIONS**

CONTRACTOR will charge for time and materials, using the hourly rates set forth in Table 1 above, up to the proposed budget maximum and subject to the limitations set forth above, unless otherwise agreed to by the AUTHORITY. CONTRACTOR shall submit monthly invoices to the AUTHORITY along with back-up documents which will include details of services rendered and expenses incurred. Reimbursable expenses including database services and materials, and maps will be reimbursed at actual cost (no mark-up); mileage may not exceed County rates.

The total amount to be paid for services to be provided under this Agreement shall not exceed **\$30,000**.

Services in addition to those identified in this scope of services may be provided at the AUTHORITY'S request if the total fee to complete the tasks selected is less than the budget. Alternatively, if the selected tasks can be completed for less than the budget, only hours actually expended will be billed.



## EXHIBIT B

### GOODWIN CONSULTING GROUP, INC.

#### Professional Liability Insurance Justification

Working with the Director of the Economic Development Department, Goodwin Consulting Group, Inc. (CONTRACTOR) will be providing assistance with the annual administration of the EGPPFA Community Facilities District which will include preparing a special tax levy, complying with continuing disclosure requirements, and preparing arbitrage rebate calculations. The \$1,000,000 aggregate coverage in Professional Liability Insurance is adequate for the work to be performed.

The CONSULTANT will not be performing any work of an architectural, engineering or design nature under this agreement.

Please initial: SMG / JD