

# Agreement

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**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: FIELDMAN ROLAPP & ASSOCIATES, INC./FIELDMAN ROLAPP FINANCIAL SERVICES LL, (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** analysis of financial viability of the East Garrison Community Facilities District (EGCFD) No. 2006-1

**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 **\$ 25,000.00**.

**3.0 TERM OF AGREEMENT.**

- 3.01 The term of this Agreement is from December 1, 2012 to January 15, 2014 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 for 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** Additional Recitals

## 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 Insureds ISO Form CG 20 10 01 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 the County of Monterey	James Barabian, Senior Vice President, Fieldman Rolapp
Name and Title	Name and Title
168 West Alisal Street, 3rd Floor, Salinas, CA 93901	19900 MacArthur Blvd., Suite 1100, Irvine, CA 92612
Address	Address
(831) 756-5928 / Fax: (831) 756-6898	(949) 660-7300 / fax: (949) 474-8773
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

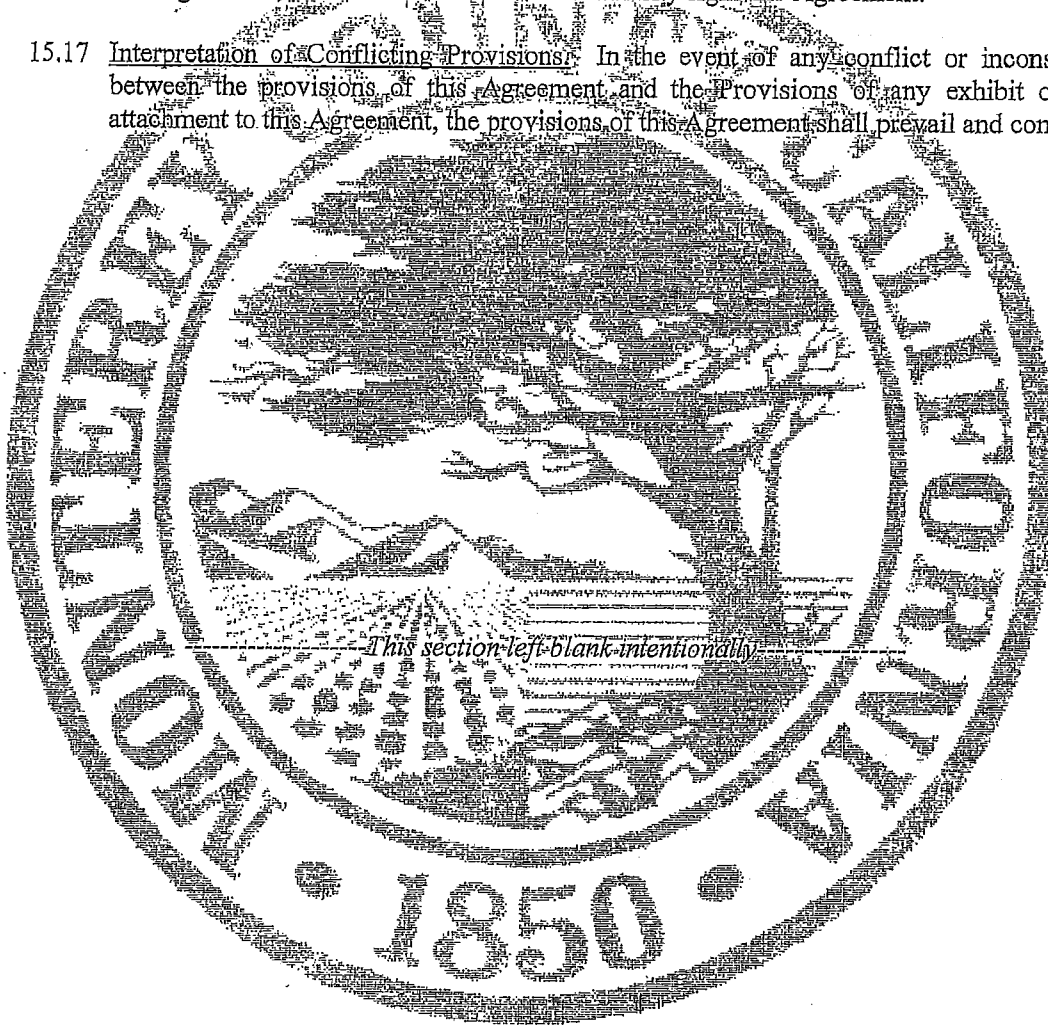
15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to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

FIELDMAN ROLAPP ASSOCIATES, INC./FIELDMAN ROLAPP FINANCIAL SERVICES, LLC

Contractor's Business Name\*

Date: 6/13/13

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

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

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

James V. Fabian, Senior Vice President & Secretary

Approved as to Form

Name and Title

By: [Signature]  
Authority Counsel

Date: May 29, 2013

Date: 5/31/13

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

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

By: [Signature]  
Auditor/Controller

N/A

Name and Title

Date: 6/3/13

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

Approved as to Liability Provisions<sup>3</sup>

By: N/A  
Risk Management

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

\*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 WORK**

**SERVICE AGREEMENT BETWEEN  
THE EAST GARRISON PUBLIC FINANCING AUTHORITY  
AND  
FIELDMAN ROLAPP & ASSOCIATES INC. /  
FIELDMAN ROLAPP FINANCIAL SERVICES, LLC**

**East Garrison Community Facilities District**

This EXHIBIT A shall be incorporated by reference as part of Professional Services Agreement dated December 1, 2012, 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 Fieldman Rolapp & Associates ("CONSULTANT"), and specific obligations of the CONSULTANT.

Under the direction of the staff of the Economic Development Department's Redevelopment and Housing Office which is also acting as a staff of the AUTHORITY, CONSULTANT shall provide analysis of financial viability of the East Garrison Community Facilities District (CFD) No. 2006-1. Services to be provided shall include:

1. Review existing Rate and Method of Apportionment (RMA) of Special Taxes for the East Garrison CFD along with the Special Tax Ordinance and Funding Agreement and Joint Community Facilities Agreement.
2. Review prior Disposition and Development Agreement (DDA), First Implementation Agreement to the DDA, and Implementation Agreement with respect to Phase 1 of the East Garrison Project.
3. Review list of proposed County services required for the East Garrison CFD and the potential funding source for each service.
4. Review prior price points for residential units used to determine East Garrison CFD special taxes in 2006.
5. Review existing County CFD policies.
6. Review new information on the proposed price points for residential units in the East Garrison CFD to determine Total Effective Tax Rate.
7. Review new information of the proposed facilities constructed by the Developer and proposed to be acquired by the County.
8. Review updated financial pro forma and project budgets provided by the New East Garrison CFD property owner,

9. Provide recommendation on required modifications to the existing RMA based on review of new price point information, updated information on proposed services to be funded, and updated information regarding facilities to be acquired.
10. Attend meetings and conference calls with AUTHORITY staff and other AUTHORITY consultants to discuss the East Garrison CFD and to present recommended modifications to the RMA.

**RATE AND FEE SCHEDULE**

Services to be provided shall be paid based on a time and material basis in accordance with the following hourly rate schedule:

Standard Hourly Charge Rate Schedule

	Hourly Rate
Executive Officer	\$300
Principal	\$290
Principal/Senior Vice President	\$275
Vice President	\$225
Assistant Vice President	\$195
Senior Associate	\$150
Associate	\$125
Analyst	\$85
Administrative Analyst	\$35
Reimbursable expenses	<i>Actual Cost - No Markup</i>

Invoices shall be submitted monthly for payment. Reimbursable expenses including printing and computer plots, delivery services, computer supplies/disks, mileage, etc., will be reimbursed at *actual cost (no mark-up)*; *mileage cost may not exceed County rates*. Appropriate documents shall accompany all requests for reimbursement and payment.

The total amount to be paid for services under this Agreement shall not exceed **\$25,000** unless an amendment to this Agreement is approved by the AUTHORITY.

EXHIBIT B

FIELDMAN, ROLAPP & ASSOCIATES, INC. /  
FIELDMAN, ROLAPP FINANCIAL SERVICES, LLC.

ADDITIONAL RECITALS

WHEREAS, through inadvertent error at the time this Agreement was originally entered into, the contracting party was designated as County of Monterey instead of East Garrison Public Financing Authority;

WHEREAS, all parties agree that services rendered by Consultant pursuant to this Agreement have been rendered with respect to, and for the benefit of, the East Garrison Public Financing Authority;

WHEREAS, no payments have been made pursuant to this Agreement from County General Funds;

NOW THEREFORE, all parties agree that the change in designation of contracting party from the County of Monterey to the East Garrison Public Financing Authority is retroactive to the original date of this Agreement, December 1, 2012.

Please initial: JUF