

**PERRIS UNION HIGH SCHOOL DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into this ____day of _____, 2017, by and between the Perris Union High School District (“School District”) and Koppel & Gruber Public Finance, a California Corporation (“Consultant” or “K&G Public Finance”).

WHERE AS, the School District desires to engage Consultant to furnish Professional Consulting Services (“Project”) as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the parties agree as follows:

1. SERVICES

The Consultant shall perform Community Facilities District Administration Services, Delinquency Administration, Continuing Disclosure, Annual Debt Transparency Reporting, Arbitrage Calculations, School Facilities Needs Analysis and Fee Justification Services. A scope of services (“Services”) is attached as Exhibit A and incorporated herein by this reference.

2. COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “B” attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

2.1 Payment of Compensation. Consultant shall submit to the School District a quarterly itemized statement which indicates work completed and Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The School District shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

2.2 Reimbursement for Expenses. Consultant shall be reimbursed for any expenses as authorized in Exhibit “B”.

2.3 Extra Work. At any time during the term of this Agreement, the School District may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by the School District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the School District's Representative.

3. TERM

The term of this Agreement shall be for five years commencing July 1, 2017, and terminating June 30, 2022, unless terminated earlier pursuant to Section 4.2.

4. SUSPENSION OR TERMINATION

4.1 Suspension. The School District may, at any time, by thirty (30) days written notice, suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and the Consultant shall be paid for all services performed and reimbursable expenses incurred prior to the suspension date.

4.2 Termination. Either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party of such termination. If this Agreement is terminated as provided herein, Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of Consultant covered by this Agreement, less payments of compensation previously made.

5. RESPONSIBILITIES OF CONSULTANT

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The School District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the School District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

6. INSURANCE

As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

Coverage	Minimum Limits
(a) General Liability 1) Products and completed operations 2) Contractual liability 3) Personal liability	\$1,000,000 Combined Single Limit, per occurrence and general aggregate
(b) Automobile Liability	\$1,000,000 Combined Single Limit, each

Coverage	Minimum Limits
1) Comprehensive automobile liability including owned, non-owned and hired autos 2)	accident
(c) Workers' Compensation 1) Workers' Compensation Insurance 2) Employer's Liability	\$1,000,000 (Statutory)
(d) Professional Liability Insurance 1) Providing coverage on claims made basis for errors and omissions	\$1,000,000 per claim and annual aggregate

7. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY

The Consultant may rely upon the accuracy of any documents provided to Consultant by the School District. The School District may copy, use, modify, or reuse any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the School District. The School District shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the School District's sole risk.

8. GENERAL PROVISIONS

8.1 Accounting Records. Records of the Consultant’s direct labor costs, payroll costs and reimbursable expenses pertaining to the Services covered by this agreement shall be maintained on a generally recognized accounting basis and made available during normal business hours upon reasonable notice. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

8.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the School District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant

which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the School District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the School District.

8.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

8.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

8.5 Indemnification. Consultant shall defend, indemnify and hold the School District, its officials, officers, employees, volunteers and agents free and harmless from all claims, damages, losses and expenses arising out of the performance of the services described herein caused solely by the negligent acts, errors or omission of the Consultant, its officials, officers, employees, agents, subcontractors and subconsultants, except where caused in whole or in part by the active negligence or willful misconduct of the School District or its officials, officers, employees, agents or volunteers.

8.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

8.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

8.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

8.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the School District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

8.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to School District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of

reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

8.10 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

8.11 Ratification. In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

8.12 Waiver. Consultant's waiver of any term, condition or covenant, or breach of any term, condition or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.

8.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

8.14 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

8.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and the year first above written.

Perris Union High School District	Koppel & Gruber Public Finance
By:	By:
	Lyn Gruber
Title:	Title: Principal
Address: 155 East Fourth Street Perris, CA 92570-2124	Address: 334 Via Vera Cruz, Suite 256 San Marcos, CA 92078

EXHIBIT "A"
SCOPE OF SERVICES

A. Administration Services

K&G Public Finance proposes to provide the following scope of services relating to the administration of the Perris Union High School District ("School District") Community Facilities Districts ("CFDs"):

1. Attend meetings with respect to the ongoing administration of the CFDs. Develop effective channels of communication to facilitate the smooth administration of the CFDs.
2. Prepare a parcel database to be used in maintaining and calculating the annual tax requirements which includes County Secured Roll information such as land use, building square footage, assessed values and ownership data.
3. Track parcel and tract map information, parcel changes, prepaid parcels and collect building permit and certificates of compliance information necessary for the accurate administration of the CFDs.
4. Simultaneously done with Step 2 and 3, parcels will be classified by land use classification as defined in the Rates and Methods of Apportionment ("RMAs") which includes Exempt Property, Taxable Property, Developed Property and Undeveloped Property as well as special tax classes as further defined in the RMAs.
5. Implement and monitor the Senior Exemption program. On an annual basis we will work with the School District to mail out exemption applications to the exemption holders from last year as well as accept new applications. Exemptions will be tracked and processed. We will include a report of the parcels that qualified for a Senior Exemption in our annual report to the School District.
6. Upon issuance of CFD Special Tax bonds, monitor all funds and Bond Accounts monthly in compliance with the Bond Indentures, or similar instrument. Recommend Bond Calls needed from excess funds, prepayments or for early redemption and calculate the bond call spreads. Verify the bond calls with the School District's Paying Agent/Trustee.
7. Work with the School District to recover all costs associated with the ongoing administration of the CFDs, including, but not limited to, staff time, County costs, trustee fees, consultant fees, and legal fees. This is to facilitate the self-sufficiency of the CFD and is allowed for by appropriate statutes and the RMAs.
8. Determine the annual budget for the CFD, typically called the Special Tax Requirement. This includes but is not limited to, debt service needs (if applicable), administrative costs identified in Step 6, funds to be used for pay as you go construction and replenishment of reserves.
9. Spread the Special Tax Requirement to the Taxable parcels within the CFDs in accordance with the RMAs.

10. Place the appropriate charges on the County Tax Roll in the required format and provide the School District with a verification of the total amount placed on the tax roll. Research any exceptions and resubmit if possible and/or mail direct billings for parcels not able to be placed on the County Tax Roll.
11. Answer property owner questions regarding the CFDs or special taxes placed on the tax roll. This helps to minimize School District staff time spent on the CFDs. We also provide a toll-free phone number that is placed on the tax bill next to the special tax.
12. Track delinquent payments and provide the School District with semi-annual reports. Please see Delinquency Administration below for a description of additional services provided for delinquencies.
13. Prepare an Annual Report for the CFDs including the annual budget, a list of valid assessor parcels, the calculated rates for each parcel based upon the rate and method of apportionment, describe development changes, delinquency summary, fund balances, debt service statements (if any) and other pertinent information about the CFDs. This provides the CFD a summary of the calculation of the annual special tax for easy access and reference.
14. Prepare Resolutions needed to approve the Annual Levy (if necessary) and provide reports that may be helpful for presentation to the School Board.
15. Attend up to three (3) School Board Meetings to approve the annual or other CFD related items as necessary.
16. Calculate and prepare written prepayment quotes (partial or in full) for individual parcels as requested. A reasonable fee for this service may be charged directly to the party requesting the prepayment and will not be charged to the School District.
17. Calculate amounts required for a letter of credit posted by the developer, if applicable.
18. Compile and submit CDIAC (California Debt and Investment Advisory Commission) reports for the bond issues as required. Coordinate with the School District to post on the School District's website.
19. Prepare "Notice of Special Tax" as provided for in Government Code 53340.2(b) and 53341.5. A fee of \$10.00 may be charged to the requestor.
20. If requested by a person who resides in or owns property within the CFD, prepare an "Annual Report" as provided for in Government Code 53343.1. A fee for the cost of preparing the report may be charged by the School District to the requesting party. Coordinate with the School District to post on the School District's website.

B. Delinquency Administration

1. Prepare and mail delinquency letters to delinquent property owners if requested. Develop a customized program with the School District to address current needs, and if CFD Bonds are issued, meet the foreclosure covenants requirements specified in the CFD Bond Official Statement(s).
2. Answer delinquent taxpayer inquiries about correspondence.
3. After the letter campaign is completed and in coordination with the School District, remove parcels from tax roll and turn over to Foreclosure Counsel.
4. Coordinate with the School District and Foreclosure Counsel during the foreclosure process.

C. Continuing Disclosure

In addition to the above scope of services, we will provide continuing disclosure for each of the School District bond issues, as required.

1. Compile continuing disclosure reports under SEC Rule 15c2-12 and in accordance with the Disclosure Certificate.
2. Disseminate continuing disclosure reports through the Electronic Municipal Market Access (“EMMA”) web-portal and/or to the NRMSIRS.
3. Publish continuing disclosure reports on our website and/or the School District’s website.
4. Assist with investor inquiries.
5. Monitor all “significant events” as defined in the Disclosure certificate and prepare and publish significant event notices as necessary.

D. Annual Debt Transparency Report – For Bonds issued after January 1, 2017

1. Compile annual debt transparency report required under Senate Bill 1029. This report requires the following information:
 - a. For Debt authorized during the reporting period:
 - (i) Debt authorized at the beginning of the reporting period.
 - (ii) Debt authorized and issued during the reporting period.
 - (iii) Debt authorized but not issued at the end of the reporting period.
 - (iv) Debt authority that has lapsed during the reporting period.
 - b. For Debt outstanding during the reporting period:
 - (i) Principal balance at the beginning of the reporting period.
 - (ii) Principal paid during the reporting period.

- (iii) Principal outstanding at the end of the reporting period.
 - c. The use of proceeds of issued debt during the reporting period:
 - (i) Debt proceeds available at the beginning of the reporting period.
 - (ii) Proceeds spent during the reporting period and the purposes for which it was spent.
 - (iii) Debt proceeds remaining at the end of the reporting period.
- 2. Submit to CDIAC in the required format.
- 3. Publish annual transparency reports on our website and/or the School District’s website, if requested.

E. Arbitrage Calculations

Below is the scope of services we will provide in conjunction with the calculation of arbitrage rebate for the School District bond issues, as required.

1. Review bond documents including but not limited to the bond offering’s Official Statement, IRS Form 8038-G, Tax Certificate (arbitrage certificate and/or non-arbitrage certificate) and Cash/Investment Statements.
2. Evaluate and determine bond funds subject to Arbitrage Rebate.
3. Input data and calculate arbitrage rebate liability pursuant to Section 148 (f) of the Internal Revenue Code of 1986.
4. Prepare a report showing the following:
 - a. Arbitrage calculations and liability results, collectively and by fund,
 - b. Assumptions utilized in the calculations,
 - c. Backup supporting schedules leading to the results,
 - d. Arbitrage yield and yield restriction requirements, and
 - e. Investment/yield comparison graph.
5. Discuss the results with the School District and/or their financing team.
6. As applicable, prepare IRS Form 8038-T for payment to the IRS.

F. School Facilities Needs Analysis

K&G Public Finance will perform the following scope of work in relation to the School Facilities Needs Analysis (“SFNA”):

1. Verify the School District’s eligibility to impose Level II fees by determining the following:
 - a. School District’s eligibility by the State Allocation Board to receive funding from the State for new school facility construction;

- b. Satisfaction of two (2) of the four (4) statutory tests set forth in Government Code Section 65995.5(b)(3) and as summarized below:
 - (i.) School District has substantial enrollment of its students on a multi-track year-round schedule;
 - (ii.) School District has placed on the ballot in the previous four (4) years at least one (1) local general obligation bond to finance school facilities and the measure received at least 50 percent plus one of the votes cast;
 - (iii.) School District has issued debt or incurred debt obligations for capital outlay in an amount equivalent to the percentage of the School District's bonding capacity as further specified in Government Code Section 65995.5(b)(3)(C); and/or
 - (iv.) At least 20 percent of the teaching stations within the School District are relocatable classrooms.
2. Prepare the SFNA for the School District to consider in accordance with Education Code Section 17620 et. seq. and Government Code Sections 65995.5, 65995.6 and 65995.7 and that meet the requirements of Government Code Section 66000 et seq. The SFNA will discuss and make determination as to the following:
 - a. **Project the Number of Unhoused Students:** this task involves calculating historical student generation rates by housing type and school level utilizing student enrollment data and County of Los Angeles property characteristic information for residential development built over the past five (5) years. The student generation rates are then multiplied by the number of residential units by housing type anticipated to be developed in the next five (5) years. K&G Public Finance uses information from local planning agencies, such as tract maps and specific plan information to estimate Projected Development;
 - b. **Determine Current Student Enrollment and Calculate Existing Facilities Student Capacity:** the SFNA uses student enrollment reported on the most recent October CALPADs. To determine the number of students that can be housed at existing school facilities, K&G Public Finance (a) uses capacity information reported on the School District's most recently completed SAB Form 50-02 and updates those figures based on information provided by the School District or the Office of Public School Construction (OPSC), or (b) calculates facilities capacity by determining the number of classrooms utilized by the School District and their corresponding loading standards;
 - c. **Identify School Facility Needs to Accommodate New Growth:** a comparison of current student enrollment to existing student capacity will be conducted to determine whether any excess seats exist. The number and type of school facilities needed to accommodate projected unhoused students as determined in subtask (a.) will then be estimated;
 - d. **Estimate Costs of Providing School Facilities:** the SFNA will estimate the site acquisition and site development costs of constructing school facilities required to accommodate projected unhoused students generated by new residential

development. Cost estimates are generally based on information provided by the School District and/or cost information provided by OPSC;

- e. **Determine New Construction Grant Costs: this task involves multiplying the projected** number of unhoused students by the applicable per pupil grants established by Senate Bill 50 and adjusted by the State Allocation Board;
 - f. **Identify Surplus Property and/or Local Funds:** the SFNA will identify, discuss and consider surplus property, excess capacity in existing facilities and/or funds of the School District as described under Government Code Section 65995.6(b), if any, which may be used to reduce or offset the total allowable school facilities needs costs derived from subtasks (d.) and (e.);
 - g. **Calculate the Allowable Alternative School Fees:** the SFNA will provide a step-by-step calculation of the allowable Alternative School Fees per square foot authorized by Sections 65995.5 (Level II Fee) and 65995.7 (Level III Fee) of the Government Code; and
 - h. **Government Code Section 66000 Compliance:** the SFNA will discuss the requirements set forth by Government Code Section 66000 as summarized below:
 - (i.) The purpose of the fee;
 - (ii.) How the fee will be used;
 - (iii.) Determination of the reasonable relationship between the fee's use and the type of development project on which the fee is imposed;
 - (iv.) Determination of the reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed;
 - (v.) Determination that there is a reasonable relationship between the amount of the fee and the cost, or portion of the cost of the public facility attributable to the development on which the fee is imposed; and
 - (vi.) Statement that the School District shall provide an annual accounting of any portion of the fee remaining unspent or held for projects for more than five (5) years after collection.
3. Participate in conference calls as necessary throughout the SFNA preparation process. Develop effective channels of communication to facilitate the project moving forward in a successful and timely manner.
 4. Assist with the preparation and/or review of the required notices and relevant information, including a notice of the preparation of an SFNA to be sent to agencies/commissions of the cities and counties with land jurisdiction within the School District, and an offer to meet and discuss the information, pursuant to Section 65352.2(c) of the Code.
 5. Assist with the preparation and/or review of Notice of the Public Hearing made available to the public.
 6. Attend School District Board meetings where the consideration of the resolution adopting the SFNA is on the agenda. Testify at the Public Hearing meetings and/or other public meetings if required.

7. Respond to any comments received by the School District from outside agencies or other parties regarding the updated Alternative School Fees.
8. Assist the School District in any challenges to the SFNA or the Alternative School Fees presented therein from outside agencies or other parties, if necessary.

G. Fee Justification Study

K&G Public Finance will perform the following scope of work in relation to the Fee Justification Study (“FJS”):

1. Prepare a Fee Justification Study for the levy of a Residential Development School Fee and a Commercial/Industrial Development School Fee for the School District to consider pursuant to the provisions of Section 17620 and subdivision (e) of Section 17621 of the Education Code, Section 65995 and Section 66001 of the Government Code, and Assembly Bill (“AB”) 181. The Residential Development School Fee and Commercial/Industrial Development School Fee Analyses will be included in one report. The FJS will discuss and make determination as to the following:
 - a. Residential Development School Fee
 - (i.) **Projection of the Number of Unhoused Students:** this task involves calculating student generation rates by housing type and school level utilizing student enrollment data and County of Los Angeles property characteristic information. The student generation rates are then multiplied by the number of residential units by housing type anticipated to be developed in the next five (5) years and beyond five (5) years (“Projected Development”). K&G Public Finance uses information from local planning agencies, Southern California Association of Governments (SCAG), or other sources including but not limited to tract map and specific plan information, and housing unit projections to estimate Projected Development;
 - (ii.) **Determination of Current Student Enrollment and Calculation of Existing Facilities Student Capacity:** the Study uses student enrollment reported on the most recent October CALPADs. To determine the number of students that can be housed at existing school facilities, K&G Public Finance (a) uses capacity information reported on the School District’s most recently completed SAB Form 50-02 and updates based on information provided by the School District or the Office of Public School Construction (OPSC), or (b) calculates facilities capacity by determining the number of classrooms utilized by the School District and their corresponding loading standards;
 - (iii.) **Identification of School Facility Needs to Accommodate New Growth:** a comparison of current student enrollment to existing student capacity will be conducted to determine whether any excess seats exist. The number and type of school facilities needed to accommodate projected unhoused students as determined in subtask (i) will then be estimated.
 - (iv.) **Estimation of Costs of Providing School Facilities:** the FJS will estimate costs of constructing school facilities required to accommodate projected

unhoused students generated by new residential development. Cost estimates are generally based on information provided by the School District or cost information provided by OPSC;

- (v.) **Determination of the School Facilities Impact for Residential Development:** the FJS will calculate the estimated school facilities impact per square foot of new residential development by housing type.
- b. Commercial/Industrial Development School Fee
- (vi.) **Determination of Employment Generated from Commercial/Industrial Development:** as recommended by statute, employee generation estimates are based on information set forth in the San Diego Traffic Generator Study published by the San Diego Association of Governments (SANDAG).
 - (vii.) **Determination of New Residential Impact:** this task estimates for each commercial/industrial category the number of new households within the School District impacted by commercial/industrial development that will create necessity for school facilities. The estimates are derived using employment generation information determined in subtask (i) as well as information generally provided by but not limited to the California Employment Development Department, the California Department of Finance, the U.S. Census Bureau, and Dataquick.
 - (viii.) **Student Generation Rates:** student generation rates determined in task (a)(i) will be used in conjunction with the new residential impacts calculated in task (b)(ii) above to estimate the student generation impact for each commercial/industrial category by school level.
 - (ix.) **Determination of the school facilities impact on Commercial/Industrial Development:** the FJS will calculate the estimated net school facilities impact per square foot of commercial/industrial development by development type. The school facilities impacts will be calculated using school facilities cost information derived from task (a)(iv) and student generation rates determined in task (b)(iii) above, and may be adjusted by any residential fee impacts determined based on residential school fees adopted by the School District.
- c. Government Code Section 66600 Compliance: Discuss and satisfy the requirements specified by Government Code Section 66000 et seq. for the Residential Development School Fee and the Commercial/Industrial Development School Fee. The specific findings required are as follows:
- (i.) Identify the purpose of the fee;
 - (ii.) Identify the use to which the fee is to be put;
 - (iii.) Determine there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed;
 - (iv.) Determine that there is a relationship between the amount of the fee and the cost, or portion of the costs, of the school facility attributable to the development on which the fee is imposed; and

- (v.) Provide procedures for depositing, investing, and accounting for the Residential School Fees and the Commercial/Industrial School Fees.
- 2. Participate in conference calls as necessary throughout the FJS preparation process. Develop effective channels of communication to facilitate the project moving forward in a successful and timely manner. This includes all telephone calls and emails throughout the FJS process.
- 3. Assist in the preparation of Notices of the Public Hearing made available to the public and Resolution Approving the School Fees.
- 4. Attend at School District meetings where the consideration of the resolution adopting the FJS is on the agenda. Speak at the Public Hearing meetings and/or other public meetings if required.
- 5. Respond to any comments received by the School District from outside agencies or other parties regarding the Study.
- 6. Assist the School District in any challenges to the FJS from outside agencies or other parties, if necessary.

EXHIBIT "B"
COMPENSATION

A. Annual Administration Related Fees

K&G Public Finance will provide the above listed Scopes of Services for the fixed fees described below:

TASK	FEES
<i>Annual Administration</i>	
CFD No. 91-1	\$3,235
CFD No. 92-1	\$13,375
<i>Delinquency Administration</i>	
1 st Letter	\$16 per parcel
2 nd Letter	\$27 per parcel
Foreclosure Letter	\$53 per parcel
Tax Roll removal	\$107 per parcel
Foreclosure coordination	\$267 per parcel

B. Continuing Disclosure/Annual Debt Transparency Reporting

TASK	FEES
GO or COP bond issues	\$1,050 (per bond issue, per report)
SB 1029 Annual Debt Transparency Report	\$1,050 (per bond issue, per report)
Significant Event Notice (per event)	\$400 (per event)

C. Arbitrage Calculations

TASK	FEES
One-Time Set-up	\$500
Annual Calculation	\$1,300
Per Additional Year (beyond 1 year)	\$460
Installment Calculation (every 5 th year assuming no annual calculations)	\$3,140

Additional Arbitrage Fees

The following additional services and fees, though not typical, only apply on an as needed basis:

TASK	FEE PER ISSUE(1)
Variable Rate Yield Computation* : Yield computation that involves Qualified Guarantee Fees, Letter of Credit Fees, Swap Payments, etc.	\$250-\$500
Variable Rate Bond Liability Analysis : Perform various yield calculations over different periods and in different combinations to determine lowest liability.	\$250
Non-Traditional Bond Yield Analysis : Issues such as Build America Bonds where subsidy payments affect bond yield computations.	\$250
Commingled Funds Analysis : Analysis to allocate commingled funds and liabilities.	\$250
General Ledger Data Entry : Funds not held with trustee/bank and have extensive data entry.	\$250
Earnings Calculations : Computation to determine earnings on proceeds held in a commingled account.	\$250
Transferred Proceeds Analysis/Allocation : Refunding bonds analysis to allocation refunded bond proceeds between old and new bond issues.	\$250
Universal Cap Analysis : Analyze fund balances and deallocate proceeds each bond year.	\$250
Excess Funds : More than 5 funds requiring rebate analysis.	\$250
Non-Bona Fide Debt Service Funds	\$150
IRS Audit Assistance/Support : <i>per hour rate</i>	\$200

**Depending on complexity. If yield computation involves Qualified Guarantee Fees, Swap Payments, etc.*

D. School Facilities Needs Analysis/Fee Justification Study

TASK	FEE
School Facilities Needs Analysis	\$9,234
Fee Justification Study	\$7,050

E. Billing Structure

K&G Public Finance will invoice on a quarterly basis for Annual Administration and on a monthly basis for all other services. The quoted fees will be subject to the increase in Consumer Price Index increase for the Los Angeles-Riverside-Orange County Area All Urban Consumer Price Index (All Items) beginning July 2018.

F. Expenses

In addition to fees for services, K&G Public Finance shall be reimbursed for direct expenses for: travel, photocopying, data sources, courier services, and overnight delivery at our cost (no mark-up).

G. Additional Work

If authorized by the School District, K&G Public Finance will provide additional services not included in the above scopes of services at the hourly rates set forth in the table below unless otherwise agreed upon between the School District and K&G Public Finance.

H. Hourly Rates

Below are our hourly rates that K&G Public Finance will provide for the School District.

TITLE	RATE
Principal	\$200
GIS Mapping	\$170
Senior Associate	\$140
Associate	\$100
Production/Administration	\$ 65