

**PROFESSIONAL SERVICES AGREEMENT
FOR FINANCIAL ADVISOR**

This agreement for the provision of financial advisory services ("Agreement") has been entered into this 15th day of May, 2012 ("Effective Date"), by and between the City of Redlands, California (the "City") and Fieldman, Rolapp & Associates, (the "Consultant"). The City and the Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

WHEREAS, the City desires independent financial advisory services to be performed in connection with general financial services (the "Project"); and

WHEREAS, the City desires to retain the professional and technical services of the Consultant for the purpose of debt issuance and financial planning (the "Services"); and

WHEREAS, the Consultant is well qualified to provide professional financial advice to public entities such as the City;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions hereinafter set forth, it is agreed by and between the City and the Consultant as follows:

Section 1 Financial Advisory Services.

As directed by the City, the Consultant will provide the City with financial advisory services as such Services are fully described in Exhibit "A" attached to this Agreement. The Consultant is engaged in an expert financial advisory capacity to the City only. It is expressly understood that the Services rendered hereunder are rendered solely to the City. Consultant does not undertake any responsibility to review disclosure documents on behalf of owners or beneficial owners of bonds or debt that may arise from the Consultant's work hereunder.

Section 2 Additional Services.

Services performed for the City by the Consultant that are not otherwise specifically identified in Exhibit "A" to this Agreement shall be deemed additional services. Additional services include, but are not limited to, the following:

- 2.01 Assisting the City in obtaining enabling legislation or conducting elections.
- 2.02 Extraordinary services and extensive computer analysis in the structuring or planning of any debt issue or financing program.
- 2.03 The repeat of any element of a service described in Exhibit "A" to this Agreement which is made necessary through no fault of the Consultant.

- 2.04 Financial management services, including development of financial policies, capital improvement plans, economic development planning, credit analysis or review and such other services that are not ordinarily considered within the scope of the Services described in Exhibit “A” to this Agreement.
- 2.05 Services rendered in connection with any undertaking of the City relating to a continuing disclosure agreement entered into in order to comply with Securities and Exchange Commission Rule 15c2-12 or other similar rules.
- 2.06 Services rendered to the City in connection with calculations or determination of any arbitrage rebate liability to the United States of America arising from investment activities associated with debt issued to fund City’s activities.

Section 3 Compensation.

- 3.01 For the Consultant's performance of the Services described in Exhibit “A” of this Agreement the Consultant's compensation will be as provided in Part 1 of Exhibit “B” attached to this Agreement, plus the Consultant's reasonable and actual expenses incurred in rendering such Services. Consultant's expenses may include, but are not limited to travel, telephone/conference calls, postage, courier, database access services, and printing.
- 3.02 For Consultant's performance of additional services as described in Section 2 of this Agreement, the Consultant's compensation will be as provided in Part 2 of Exhibit “B” attached to this agreement, plus Consultant's expenses incurred in rendering such services. Consultant's expenses may include, but are not limited to travel, telephone/conference calls, postage, courier, database access services and printing.
- 3.03 Payment for the Consultant’s Services rendered pursuant to Section 1 of this Agreement shall be as provided for in Exhibit “B” to this Agreement. The Consultant may submit monthly invoices for payment for services provided pursuant to Section 2 of this Agreement unless an alternate date or dates have been specifically agreed to in writing. Unless otherwise specified, payment of the Consultant's compensation and expenses is due thirty (30) days after submission of the Consultant's invoice for the Services to the City.
- 3.04 In the event the Services of the Consultant are abandoned prior to completion of the Consultant's work, the Consultant shall be compensated for the Services performed to the point of abandonment as if such Services were an additional service pursuant to Section 2 of this Agreement. An act of abandonment shall be deemed to have occurred when no action has been taken by the City relative to the Services of the Consultant for a period of three (3) months from the date of the initial performance of a Service, or there has been a written notification to the Consultant of an abandonment of the Service by the City.

- 3.05 The Consultant's fees set forth in this Agreement and Exhibits are guaranteed by the Consultant for a period of twelve (12) months from the Effective Date of this Agreement.

Section 4 Personnel.

The Consultant has, or will secure, all personnel required to perform the Services under this Agreement. The Consultant shall make available other qualified personnel of the firm as may be required to complete the Consultant's Services. The City has the right to approve or disapprove any proposed changes in the Consultant's staff providing service to the City. The City and the Consultant agree that such personnel are employees only of the Consultant and shall not be considered to be employees of the City in any way whatsoever.

Section 5 Term of Agreement.

This Agreement shall continue in full force and effect for a period of 36 months from the Effective Date hereof unless terminated by either Party, by not less than thirty (30) days prior written notice to the other Party except that this Agreement shall continue in full force and effect until completion of the Consultant's Services or until an abandonment shall have occurred as described in Section 3.04 hereof.

Section 6 Modification.

This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof. It may be amended in whole or in part from time to time by mutual consent of the Parties. This Agreement shall not prohibit the City and the Consultant from entering into separate agreements for other services.

Section 7 Assignment.

The rights and obligations of the City under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the City. This Agreement may not be assigned by the Consultant without the prior written consent of the City, except for compensation due Consultant.

Section 8 Disclosure.

The Consultant does not assume the responsibilities of the City, nor the responsibilities of the other professionals and vendors representing the City, in the provision of the Services and the preparation of the financing documents, including initial and secondary market disclosure, for financings undertaken by the City. Information obtained by the Consultant and included in any disclosure documents is, by reason of experience, believed to be accurate; however, such information is not guaranteed by the Consultant.

Section 9 Confidentiality.

The Consultant agrees that all financial, statistical, personal, technical and other data and information designated by the City as confidential shall be protected by the Consultant from unauthorized use or disclosure.

Section 10 Indemnification.

The City and the Consultant shall each defend, indemnify and hold harmless the other from and against any and all losses, claims, damages, expenses, including legal fees for defense, or liabilities, collectively, damages, to which either may be subjected by reason of the other's negligent acts, errors or omissions, or willful misconduct except however, neither will indemnify the other from or against damages by reason of changed events and conditions beyond the control of either, or errors of judgment reasonably made.

Section 11 Insurance.

11.01 The Consultant shall maintain workers' compensation and employer's liability insurance during the term of this Agreement.

11.02 The Consultant, at its own expense, shall obtain and maintain insurance at all times during the prosecution of this Agreement. Such insurance must be written with a Best Guide "A"-rated or higher insurance carrier admitted to write insurance in the state where the work is located.

11.03 Prior to commencing any Services, Certificates of insurance naming the City as an additional insured shall be submitted to the City evidencing the required coverages, limits and locations of operations to which the insurance applies, and the policies of insurance shall contain a 30 day notice of cancellation or non-renewal. Such insurance shall be primary with respect to the City and non-contributing to any insurance maintained by the City.

11.04 Insurance coverages shall not be less than the following:

A. Workers' Compensation

1. State worker's compensation statutory benefits
2. Employer's Liability - policy limits of not less than \$1,000,000.

B. Comprehensive General Liability coverage with policy limits of not less than \$1,000,000 combined single limit for bodily injury and property damage and including coverage for the following:

1. Premises operations
2. Contractual liability
3. Products
4. Completed operation

C. Errors and Omissions

Section 12 Permits/Licenses.

The Consultant shall obtain any permits or licenses, as may be required for it to complete the Services required under this Agreement.

Section 13 Binding Effect.

13.01 A waiver or indulgence by the City of a breach of any provision of this Agreement by the Consultant shall not operate or be construed as a waiver of any subsequent breach by the Consultant.

13.02 All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect. This Agreement shall not fail because any part or any clause hereof shall be held indefinite or invalid.

13.03 Each Party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

13.04 The validity, interpretation and construction of this Agreement and of each part hereof shall be governed by the laws of the State of California.

13.05 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

IN WITNESS Whereof, the Parties have duly executed this Agreement as of the day and year first above set forth.

CITY OF REDLANDS

By: _____ Title: _____

Date: _____

FIELDMAN, ROLAPP & ASSOCIATES
19900 MacArthur Boulevard, Suite 1100

Irvine, CA 92612

By: _____

Title: _____

Date: _____

**EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL ADVISOR
BY AND BETWEEN
THE CITY OF REDLANDS
AND
FIELDMAN, ROLAPP & ASSOCIATES**

Scope of Services

A. General Services.

The Consultant shall perform all the duties and services specifically set forth herein and shall provide such other services as it deems necessary or advisable, or are reasonable and necessary to accomplish the intent of this Agreement in a manner consistent with the standards and practice of professional financial advisors prevailing at the time such services are rendered to the City.

The City may, with the concurrence of Consultant, expand this Agreement to include any additional services not specifically identified within the terms of this Agreement. Any additional services may be described in an addendum to this Exhibit A and are subject to fees described in Exhibit B to this Agreement.

B. Debt Issuance Services.

The Consultant shall assume primary responsibility for assisting the City in coordinating the planning and execution of each debt issue relating to the Project. Insofar as the Consultant is providing Services which are rendered only to the City, the overall coordination of the financing shall be such as to minimize the costs of the transaction coincident with maximizing the City's financing flexibility and capital market access. The Consultant's proposed debt issuance Services may include, but shall not be limited to, the following:

- Establish the Financing Objectives
- Develop the Financing Schedule
- Monitor the Transaction Process
- Review the Official Statement, both preliminary and final
- Procure and Coordinate Additional Service Providers
- Provide Financial Advice to the City Relating to Financing Documents
- Compute Sizing and Design Structure of the Debt Issue
- Plan and Schedule Rating Agency Presentation and Investor Briefings
- Conduct Credit Enhancement Procurement and Evaluation
- Conduct Market Analysis and Evaluate Timing of Market Entry
- Recommend Award of Debt Issuance

- Provide Pre-Closing and Closing Assistance

Specifically, Consultant will:

1. Establish the Financing Objectives.

At the onset of the financing transaction process for the Project, the Consultant shall review the City's financing needs and in conjunction with the City's management, outline the objectives of the financing transaction to be undertaken and its proposed form.

Unless previously determined, Consultant shall recommend the method of sale of debt and outline the steps required to achieve efficient market access.

2. Develop the Financing Timetable.

The Consultant shall take the lead role in preparing a schedule and detailed description of the interconnected responsibilities of each team member and update this schedule, with refinements, as necessary, as the work progresses.

3. Monitor the Transaction Process.

The Consultant shall have primary responsibility for the successful implementation of the financing strategy and timetable that is adopted for each debt issue relating to the Project. The Consultant shall coordinate (and assist, where appropriate) in the preparation of the legal and disclosure documents and shall monitor the progress of all activities leading to the sale of debt. The Consultant shall prepare the timetables and work schedules necessary to achieve this end in a timely, efficient and cost-effective manner and will coordinate and monitor the activities of all parties engaged in the financing transaction.

4. Review the Official Statement.

- a. Generally, SEC, MSRB, and GFOA guidelines encourage full disclosure so that potential investors have sufficient data to analyze each proposed financing. Upon direction of the City, the Consultant shall take the lead in preparation of the official statement for each debt issue relating to the Project to insure that the City's official statement is compiled in a manner consistent with industry standards, typically including the following matters:
 - Legal Authority for the Financing
 - Security for the Financing
 - Restrictions on Additional Financings
 - Purpose and Funds for which the Financing is Being Issued
 - Governmental System
 - Financial Management System

- Revenue Sources: Historic, Current and Projected
- Outstanding Financings
- Planned Future Financings
- Labor Relations and Retirement Systems
- Economic Base
- Annual Financial Statements
- Legal Opinions Regarding Tax Exemption
- Such Other Matters as the Context May Require.

- b. The Consultant shall maintain and update the official statement on its word processing system until such time as it is near final and suitable for transfer to the financial printer, in order to minimize the costs of revisions made by the printer.

5. Procure and Coordinate Additional Service Providers.

Should the City desire, the Consultant may act as City's representative in procuring the services of financial printers for the official statement and related documents, and for the printing of any securities. In addition, the Consultant may act as the City's representative in procuring the services of trustees, paying agents, fiscal agents, feasibility consultants, or escrow verification agents or other professionals, if the City directs.

6. Provide Financial Advice to the City Relating to Financing Documents.

Simultaneous with assisting in the preparation of official statements for each debt issue relating to the Project, the Consultant shall assist the managing underwriters, bond counsel and/or other legal advisors in the drafting of the respective financing resolutions, notices and other legal documents. In this regard, the Consultant shall monitor document preparation for a consistent and accurate presentation of the recommended business terms and financing structure of each debt issue relating to the Project, it being specifically understood however that the Consultant's services shall in no manner be construed as the Consultant engaging in the practice of law.

7. Compute Sizing and Design Structure of Debt Issue.

The Consultant shall work with the City's staff to design a financing structure for each debt issue relating to the Project that is consistent with the City's objectives, that coordinates each transaction with outstanding issues and that reflects current conditions in the capital markets.

8. Plan and Schedule Rating Agency Presentation and Investor Briefings.

The Consultant shall develop a plan for presenting the financing program to the rating agencies and the investor community. The Consultant shall schedule rating

agency visits, if appropriate, to assure the appropriate and most knowledgeable rating agency personnel are available for the presentation and will develop presentation materials and assist the City officials in preparing for the presentations.

9. Conduct Credit Enhancement Evaluation and Procurement.

Upon the City's direction, the Consultant will initiate discussions with bond insurers, letter of credit providers and vendors of other forms of credit enhancements to determine the availability of and cost benefit of securing financing credit support.

10. Conduct Market Analysis and Evaluate Timing of Market Entry.

The Consultant shall provide regular summaries of current municipal market conditions, trends in the market and how these may favorably or unfavorably affect the City's proposed financing.

a. Competitive Sales.

For all types of competitive sale of debt, the Consultant shall undertake such activities as are generally required for sale of securities by competitive bid including, but not limited to the following:

- Review and comment on terms of Notice of Sale Inviting Bids
- Provide advice on debt sale scheduling
- Provide advice on the use of electronic bidding systems
- Coordinate bid opening with the City officials
- Verify bids received and make recommendations for acceptance
- Provide confirmation of issue sizing, based upon actual bids received, where appropriate
- Coordinate closing arrangements with the successful bidder(s)

b. Negotiated Sales.

In the case of a negotiated sale of debt, the Consultant shall perform a thorough evaluation of market conditions preceding the negotiation of the terms of the sale of debt and will assist the City with the negotiation of final issue structure, interest rates, interest cost, reoffering terms and gross underwriting spread and provide a recommendation on acceptance or rejection of the offer to purchase the debt. This assistance and evaluation will focus on the following areas as determinants of interest cost:

- Size of financing
- Sources and uses of funds
- Terms and maturities of the debt issue
- Review of the rating in pricing of the debt issue

- Investment of debt issue proceeds
- Distribution mix among institutional and retail purchasers
- Interest rate, reoffering terms and underwriting discount with comparable issues
- Redemption provisions

11. Recommend Award of Debt Issuance.

Based upon activities outlined in Task 10(a) and 10(b) above, the Consultant will recommend accepting or rejecting offers to purchase the debt issue. If the City elects to award the debt issue, the Consultant will instruct all parties and help facilitate the actions required to formally consummate the award.

12. Provide Pre-Closing and Closing Activities.

The Consultant shall assist in arranging for the closing of each financing. The Consultant shall assist counsel in assuming responsibility for such arrangements as they are required, including arranging for or monitoring the progress of bond printing, qualification of issues for book-entry status, signing and final delivery of the securities and settlement of the costs of issuance.

C. Special Financing Services.

The Consultant shall assist the City, as needed, in identifying and procuring special financial related services that may be needed for any debt issue relating to the Project. Services that may be required include those listed below:

- Feasibility consultants or other consultants required to deliver services relevant to any debt issue relating to the Project
- Credit providers, such as bank, insurance companies and private lenders

At each point where a special service is required, the Consultant shall research and develop a set of specifications for the desired service, develop a distribution list and supervise the circulation of the request for proposals.

As part of the process of procuring bank credit facilities, such as letters and lines of credit and insurance to support the City's financing programs, the Consultant shall pay particular attention to the cost-effectiveness and to the relative levels of market acceptance of bond insurers and both domestic and international banks. The Consultant shall advise the City as to how the credit rating and investor perception of the potential credit enhancement provider offering such services will affect the market for the debt issue relating to the Project. In addition, the Consultant shall evaluate the roll-over or renewal provisions that each such provider is willing to offer in its agreement with the City to determine which one offers the maximum assurance of continued availability.

**EXHIBIT B
TO
FINANCIAL ADVISORY SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF REDLANDS
AND
FIELDMAN, ROLAPP & ASSOCIATES**

Fees and Expenses

Hourly Fee Schedule

Hourly billing rates will apply to Phase One: Planning, Modeling and Policy Development and Phase Three: Other Services as Required. We will invoice the City for work completed by us in these phases only if related obligations are not sold.

HOURLY FEES Effective January 1, 2005	
Executive Officer	\$300 Per Hour
Principal	\$290 Per Hour
Principal/Senior Vice President	\$275 Per Hour
Vice President	\$225 Per Hour
Assistant Vice President	\$195 Per Hour
Senior Associate	\$150 Per Hour
Associate	\$125 Per Hour
Analyst	\$85 Per Hour
Administrative Assistant	\$65 Per Hour
Clerical	\$35 Per Hour

Bond Issuance and Competitive Sale Fees

Financial Advisory Services performed related to transaction services, will be billed for at the amounts set forth below:

Transaction Size			Negotiated Sale Fees	Competitive Sale Fees
\$1	to	\$20,000,000	\$34,750	\$39,500
\$20,000,001	to	\$30,000,000	\$39,500	\$44,500
\$30,000,001	to	\$40,000,000	\$44,500	\$49,500

\$50,000,001	to	\$70,000,000	\$50,750	\$55,750
\$70,000,001	to	\$80,000,000	\$57,750	\$62,750

Payment of fees earned by consultant pursuant to this phase shall be contingent on, and payable at the closing of the debt issue(s) undertaken to finance the Project. These fees generally apply to Phase II – Financing and / or Bond Issuance.

Expenses

Expenses to be reimbursed include travel, lodging, subsistence, overnight courier, conference call, computer and fax transmission charges. Additionally, a surcharge of 6% of the net hourly and bond issuance fee amount is added for recovery of costs such as telephone, postage, document reproduction and the like. Travel will only be undertaken at the specific request of the City.

Limiting Terms and Conditions

The above fee is based on completion of work orders within six months of the City's authorization to proceed, and assumes that the City will provide all necessary information in a timely manner.

The fee shown above in Part 1 presumes attendance to meetings in the City's offices or such other location within a 25-mile radius of the City place of business as the City may designate. Preparation for, and attendance at City Council meetings on any basis other than "by appointment" may be charged at our normal hourly rates as shown in Part 2, above.

Abandonment

If, once commenced, the services of the Consultant are terminated prior to completion of our final report for any reason, we are to be reimbursed for professional services and direct expenses incurred up to the time we receive notification of such termination at the standard hourly rates shown in Part 2..