



Meeting Date: 01/25/2011

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Michael More *mm* Agenda Item No. I-10  
 Reviewed By: City Manager *JLB* City Attorney *JA* Finance *JC* Other (Specify) \_\_\_\_\_

**DATE:** January 14, 2011

**TO:** City Council

**FROM:** James Cameron, Chief Financial Officer *James Cameron*  
Finance Department

**SUBJECT:** Contract for Financial Advisory Services with First Southwest

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a three-year agreement with First Southwest (A-7374) in an amount not to exceed \$300,000 for financial advisory services.

**DISCUSSION**

In September 2010, the Finance Department issued a Request for Proposals (RFP) for financial advisory services to assist with the issuance of several bonds over a three-year term. The financial advisor would perform such tasks as: assisting with the development of a financing program, coordinating related service providers, evaluating negotiated vs. competitive bond issuance, assisting in the preparation of documents, coordinating the bond rating process, and overseeing the marketing and pricing of bonds. The financial advisory fees related to issuance of bonds are contingent upon the successful sale of each series of bonds. The financial advisor would also be available for special projects, which would be billed on an hourly basis.

Staff received ten proposals from competing financial advisory firms. The proposals were reviewed and ranked by a committee comprised of City staff, and the top three firms were then selected for interviews. First Southwest was selected based upon its exceptional oral and written responses, breadth of experience, wide range of services, and competitive pricing.

**FINANCIAL IMPACT**

There is no immediate financial impact from the execution of this contract. Financial advisory services will be paid at the successful close of each issuance out of bond proceeds, each of which will be presented for approval to City Council on a case-by-case basis.

Contract for Financial Advisory Services with First Southwest  
January 18, 2011  
Page 2

MJM

Attachment #1 - Agreement for Professional Services

**AGREEMENT FOR CONSULTING SERVICES**

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of January, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and First Southwest ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with the Chief Financial Officer, subject to the direction of the City Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Principal in Charge

Consultant hereby designates Michael Kremer as its principal-in-charge and person responsible for necessary coordination with Chief Financial Officer.

9. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

10. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Chief Financial Officer agrees to provide direction to Consultant as requested regarding particular project requirements.

11. Term of Agreement

This Agreement shall begin on January 18, 2011, and expire on January 31, 2014.

12. Termination

a. This Agreement may be terminated by City if Chief Financial Officer notifies Consultant, in writing, of Chief Financial Officer's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Chief Financial Officer, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

### 13. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$300,000 for services set forth in sections I and II of Exhibit B to this Agreement (not to include reimbursable expenses) at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Chief Financial Officer with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

### 14. Method of Payment

a. City agrees to pay Consultant upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Chief Financial Officer. The invoice shall identify services by project as specified by Chief Financial Officer.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Chief Financial Officer with copies of documentation requested for justification of the invoice upon request.

### 15. Responsibility for Expenses

Except as otherwise expressly provided in Exhibit B to this Agreement, City shall not be responsible for ordinary course of business expenses incurred by Consultant in performing services under this Agreement. All such expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited

to any personal property used by employees and agents of Consultant in the performance of such services.

#### 16. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

#### 17. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Chief Financial Officer.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Chief Financial Officer within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

#### 18. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

## 19. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Chief Financial Officer, except as required by regulatory, judicial or other governmental request, subpoena or order.

## 20. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, including all costs and expenses and fees of litigation or arbitration, that arise directly from any acts or omissions related to this Agreement performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence or acts for which Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

## 21. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-B, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

## 22. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

### 23. Consultant Not Agent

Except as Chief Financial Officer may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

### 24. Conflict of Interest

Consultant shall promptly inform Chief Financial Officer of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

### 25. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Chief Financial Officer, which consent may be withheld for any reason.

### 26. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

### 27. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not

discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Chief Financial Officer, provide copies to Chief Financial Officer of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

### 28. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

### 29. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

### 30. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

### 31. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

### 32. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

### 33. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

34. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

35. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

36. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

37. Expenses of Enforcement

Consultant and City agree that upon final adjudication, the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

38. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

39. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to First Southwest, 1620 26<sup>th</sup> Street, Suite 230, Santa Monica, CA 90404, Attention: Michael Kremer.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Finance Department, 300 West Third Street, Suite 302, Oxnard, California 93030, Attention: Chief Financial Officer.

c.

40. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

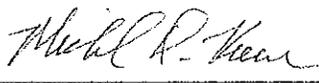
41. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

CONSULTANT

\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

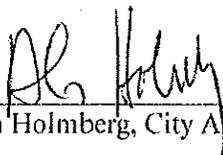
  
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Michael Kremer, Senior Vice President

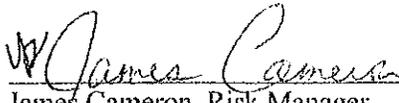
ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

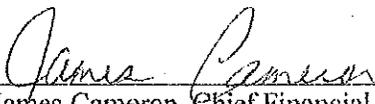
APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
James Cameron, Chief Financial Officer

**EXHIBIT A**

**SCOPE OF SERVICES**

**I. Contingent Services.** At City's request, Consultant shall provide the following financial advisory services in connection with a plan of bond financing contemplated by City subject to the Contingent Fee Arrangement as set forth in Section I of Exhibit B:

**Phase 1: Develop Financing Program.** Consultant shall help ensure that any contemplated financing is consistent with the City's long-term financial plan. Working closely in conjunction with City staff and other financing team members, Consultant shall produce cash flow and financing models or, where warranted, review and comment upon existing models to evaluate future cash flows and capital needs under a variety of potential scenarios. Based on both historic and projected operations, existing bond documents, and credit rating considerations, Consultant shall advise the City regarding its legal capacity to issue additional debt to finance planned capital improvements. Consultant shall help the City identify and quantify, where possible, the financial impacts, trade-offs, risks, and potential credit implications associated with all financial actions contemplated by the City. Additionally, Consultant shall continue to monitor the City's existing debt for opportunities to capture debt service savings via a refunding transaction.

**Phase 2: Set Financing Terms.** For any given financing, Consultant shall assist the City in evaluating alternative transaction structures and shall recommend the one most appropriate for achieving its specific financing objectives. Consultant shall prepare and update cash flow projections, debt service schedules, and refunding savings analyses for all potential scenarios as market conditions change. Consultant shall advise the City not only with respect to appropriate transaction structures, but also specific terms such as call features, overall term, etc. Moreover, Consultant shall help ensure that all financing terms are in accordance with the City's established debt policies and procedures.

**Phase 3: Coordinate Related Service Providers.** At the City's request, Consultant shall secure competitive bids or quotes for bond attorneys, financial printers, paying agents/registrars, auction agents, liquidity providers, remarketing agents, trustees, and other consultants. If the City has not selected an underwriting team, Consultant shall draft and distribute an RFP for investment banking services and then review the underwriting proposals and assist with the selection of a syndicate that would provide the most benefit for the City. Consultant shall provide its knowledge and experience to help the City determine which providers offer the City quality service at the greatest value. During the course of all transactions, Consultant shall also maintain

and update both a distribution list and financing schedule as well as assume primary responsibility for assuring that all financing team members adhere to such schedule.

**Phase 4: Prepare Documents.** Consultant shall assist in the preparation of an Official Statement and other disclosure documents that fully describe all the terms and conditions of each bond transaction. Consultant shall review and comment upon all legal documents as well as feasibility and verification reports (where applicable), checking for accuracy and helping the City to negotiate the most flexible yet marketable terms. Consultant shall be fully available to attend all meetings as may be requested by the City including City Council and internal staff meetings.

**Phase 5: Coordinate Rating and Credit Enhancement Process.** Consultant shall work with the City to establish realistic credit rating objectives for any transaction as well as to devise an appropriate plan of action for achieving its credit-related goals. Specifically, Consultant shall perform the following services:

- Consult on financial, administrative, and other credit factors;
- Assist in the development of long-term strategic plans;
- Develop action plans to obtain credit rating goals; and
- Assist in the preparation of presentation materials.

In addition to the above, Consultant shall also recommend the most appropriate rating presentation method for a given bond transaction, whether it include site visits, conference calls, or direct presentations. Consultant shall assist the City in preparing concise and effective presentation materials and also focus on adequately preparing the City for various lines of questioning that may emerge during discussions. Consultant shall also work with the City to identify possible sources of credit enhancement and quantify the financial benefits, if any, of utilizing such enhancement.

**Phase 6: Conduct Marketing and Sale of Debt.** Consultant shall take all the steps necessary to ensure the broadest possible bidding participation with respect to a competitively sold issue. In the case of a negotiated sale, Consultant shall represent the City in all areas of pricing and sale, assisting in the negotiation of covenants, coupons, expenses, takedowns, and yields to ensure that the City's bonds are sold at the most favorable rates possible. Consultant shall also review the designation policy to ensure that it shall motivate all syndicate firms while also achieving any specific distribution objectives which the City may have. Consultant's underwriting and trading desk shall keep City staff abreast of all the latest market developments, obtain feedback from institutional investors and other market participants, and provide its own pricing views in connection with any transaction. Consultant shall conduct pre-pricing calls with the City and the underwriters, set marketing priorities, monitor all orders, and evaluate requests for re-pricing.

Consultant shall recommend approval of final pricing only after its underwriting desk has assured the City that the borrowing has achieved a fair cost of capital for the sale date, based on to-the-minute market conditions for that type of security.

**Phase 7: Provide On-Going Services.** At City's request, Consultant shall: monitor legislative, economic, budgetary and regulatory changes as they relate to the City and advise staff as to where action and participation may be beneficial; comment on the credit implications of local actions and events; assist in the development of debt management policies, and; evaluate the appropriateness and benefit of derivative products and services.

**II. Noncontingent Services.** Consultant agrees to provide pension and OPEB consulting services and certain swap advisory services (not included as Additional Services as defined herein below) when so requested by the City, subject to the Noncontingent Fee Arrangement as set forth in Section II of Exhibit B. Consultant agrees to make available to the City other services such as continuing disclosure services and consultant swap advisory services that involve execution, termination, or amendment in which an opinion or certification of fair market value may be required ("Additional Services"), which may be provided under a separate written agreement with Consultant signed by both parties. It is agreed and understood that fees for Additional Services shall be determined at the time of request and shall not be applied to the fee cap of \$300,000 described in Section 13 of the Agreement.

**EXHIBIT B**

**COMPENSATION AND EXPENSES**

**I. Contingent Fee Arrangement.** For all debt financing transaction services rendered under this contract resulting in a completed negotiated or competitive sale of bonds, the City shall pay Consultant a contingent fee based upon the following schedule for each bond sale:

<b>Par Amount of Bonds</b>	<b>Fixed Fee</b>
Less than \$10,000,000	
G.O. or Lease-Secured	\$25,000
Enterprise Fund	\$30,000
TABs/CFDs/ADs	\$35,000
\$10,000,000 to \$25,000,000	
G.O. or Lease-Secured	\$30,000
Enterprise Fund	\$35,000
TABs/CFDs/ADs	\$45,000
\$25,005,000 to \$50,000,000	
G.O. or Lease-Secured	\$40,000
Enterprise Fund	\$50,000
TABs/CFDs/ADs	\$60,000
Greater than \$50,000,000	
G.O. or Lease-Secured	\$50,000
Enterprise Fund	\$60,000
TABs/CFDs/ADs	\$75,000

City shall pay fee to Consultant contingent upon the successful closing of each bond issuance. If a bond is not successfully issued for any reason, no fee is payable to Consultant.

**II. Non-Contingent Fee Arrangement.** For general financial advisory services not connected with the direct issuance of bonds (e.g., project analysis, debt capacity analysis, policy development), City agrees to pay Consultant at the following hourly rates:

<b>Title</b>	<b>Hourly Rate</b>
Senior Vice President	\$325
Vice President	\$275
Assistant Vice President	\$225
Analyst and Associate	\$190

**Expenses.** The City shall reimburse Consultant for reasonable travel expenses (excluding expenses for travel within Southern California), at cost, payment of which travel expense is not contingent. Consultant agrees not to charge its hourly rate for travel time.

