



230 S. STERLING DRIVE, SUITE 100, MOUNTAIN HOUSE, CA 95391
(209) 831-2300 • (209) 831-5610 FAX

CONSULTANT AGREEMENT

CONTRACT ID # A-1718-13

DATE: October 11, 2017

PARTIES:	MHCSD:	Mountain House Community Services District 230 S. Sterling Drive, Suite 100 Mountain House, CA 95391
	CONSULTANT:	PFM Financial Advisors LLC 50 California Street, Suite 2300 San Francisco, CA 94111

The Parties agree as follows:

1. Priority of Documents

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
- B. CONSULTANT'S Proposal dated August 9, 2017

2. Scope of Professional Services:

CONSULTANT agrees to provide financial advisory services for the refunding of the 2007 and 2011 Revenue Bonds, per Scope of Service attached.

3. Term of Agreement:

This Agreement shall commence on the date of execution by the MHCSD General Manager, and continue until June 30, 2018 unless said work is completed on a date prior thereto or unless terminated earlier as provided herein.

4. Compensation:

The compensation shall not exceed the amount of \$56,500.00 for services performed pursuant to this Agreement. Payments shall be made within 30 days of receipt of invoice from CONSULTANT.

5. Invoicing:

CONSULTANT shall submit one original and one copy of each invoice to the MHCSD, 230 S. Sterling Drive, Suite 100, Mountain House, CA 95391. All invoices must reference this Contract ID Number, the service performed and the Federal Tax Payer Identification Number. Each invoice shall also identify (1) total contract amount (\$), (2) expenses to date (\$), (3) remaining funds per contract (\$), and (4) total amount due per invoice (\$). Payments will be made against invoices as submitted.

6. CONSULTANT's Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONSULTANT is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the MHCSD. CONSULTANT shall perform the CONSULTANT's work in accordance with currently approved methods and standards of practice in the CONSULTANT's professional specialty. A copy of CONSULTANT's current business license shall be provided to MHCSD. The CONSULTANT shall not have any claim under this Agreement or otherwise against the DISTRICT for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. MHCSD will issue a form 1099 at year-end for fees earned.

7. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of MHCSD. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

8. Non-Exclusive Rights:

This Agreement does not grant to CONSULTANT any exclusive privileges or rights to provide services to MHCSD. CONSULTANT may contract with other agencies, private companies or individuals for similar services.

Professional Liability Limits^[JH1]

1. Professional Liabilities \$1,000,000

11. Discrimination:

CONSULTANT shall not discriminate against any individual based on race, color, religion, nationality, sex, age, or handicap condition.

12. Notices:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on Page 1.

13. Termination:

If the CONSULTANT breaches or habitually neglects the CONSULTANT's duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the MHCS D may, by written notices, immediately terminate this Agreement without prejudice to any other remedy to which MHCS D may be entitled, either at law, in equity, or under this Agreement.

In addition, either party may terminate this Agreement upon thirty (30) days written notice to other party.

14. Conflict of Interest Statement:

CONSULTANT covenants that CONSULTANT, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONSULTANT under this Agreement. CONSULTANT shall not hire MHCS D's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of MHCS D. Performance of services under this Agreement by associates or employees of CONSULTANT shall not relieve CONSULTANT from any responsibility under this Agreement.

15. Drug Free Workplace:

CONSULTANT shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

16. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

17. Compliance:

CONSULTANT shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation. CONSULTANT shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services

18. Form Law:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

19. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the MHCS D whether executed by or for the CONSULTANT for MHCS D, or otherwise by or for the CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to MHCS D forthwith upon termination or completion of the work under this Agreement.

20. Registered Municipal Advisor; Required Disclosures:

1. CONSULTANT is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If MHCS D has designated CONSULTANT as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations described thereon. CONSULTANT shall not be responsible for, or have any liability in connection with, verifying that CONSULTANT is independent from any other

party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). MHCS D acknowledges and agrees that any reference to CONSULTANT, its personnel and its role as IRMA, including in the written representation of MHCS D required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by CONSULTANT. MHCS D further agrees not to represent that CONSULTANT is MHCS D's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without CONSULTANT's prior written consent.

2. MSRB Rule G-42 requires that municipal advisors make written disclosures to their clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in CONSULTANT's Disclosure Statement delivered to MHCS D together with this Agreement.

21. Information To Be Furnished To CONSULTANT:

All information, data, reports, and records ("Data") in the possession of MHCS D or any third party necessary for carrying out any services to be performed under this Agreement shall be furnished to CONSULTANT and MHCS D shall, and shall cause its agent(s) to, cooperate with CONSULTANT in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to MHCS D in connection with a municipal securities transaction or municipal financial product and/or relevant to MHCS D's determination whether to proceed with a course of action. To the extent MHCS D requests that CONSULTANT provide advice with regard to any recommendation made by a third party, MHCS D will provide to CONSULTANT written direction to do so as well as any Data it has received from such third party relating to its recommendation. MHCS D acknowledges and agrees that while CONSULTANT is relying on the Data in connection with its provision of the services under this Agreement, CONSULTANT makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

22. Entire Agreement and Modification:

This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, MHCSD and CONSULTANT have executed this Agreement on the day and year first written above.

Consultant
PFM Financial Advisors LLC
50 California St., Suite 2300
San Francisco, CA 94111

By: 

Sarah Hollenbeck
Managing Director

Mountain House
Community Services District,
a political subdivision of
the State of California

By: 

Edwin R. Pattison
General Manager

Date: 10/12/17

Approved as to Form:

By: 

Daniel J. Schroeder
District Counsel