

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into effective the 23rd day of June, 2016, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Willdan Financial Services, a California corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional Administration services for its municipal securities, including special district bond administration, arbitrage rebate analysis, and municipal disclosure administration, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a administrator and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for CITY by its Finance Director (hereinafter referred to as "Administrator") or his/her designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through April 30, 2021, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$300,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with

applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault

or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in Exhibit B, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors\sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor. CONSULTANT and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an

executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in Exhibit C. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status,

sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state,

regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
MICHAEL LIMA
City Controller/Finance Director
Finance Department

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

No signature of City Attorney required.
Standard Document #ALL-S 3.1 has been
used without modification, as certified by
the undersigned.

By: _____
PHILLIP HARDCASTLE
Principal Accountant-Debt Admin

Addresses:

CITY:
City of Fresno
Attention: Michael Lima,
City Controller/Finance Director
2600 Fresno Street, Suite 2156
Fresno, CA 93721
Phone: (559) 621-7001
FAX: (559) 498-4636

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

WILLDAN FINANCIAL SERVICES,
A California corporation

By: _____
Name: Mark J. Risco

Title: President & CEO
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: _____
Name: Kristen Nguyen

Title: Secretary
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

CONSULTANT:
Willdan Financial Services
Attention: Zaskia Ruiz-Jones,
Project Manager
27368 Via Industria, Suite 200
Temecula, CA 92590
Phone: (800) 755-6864
FAX: (888) 326-6864

Exhibit A

SCOPE OF SERVICES

**Consultant Service Agreement between City of Fresno ("City")
and Willdan Financial Services ("Consultant")
Municipal Securities Administration Agreement
PROJECT TITLE**

1. CONSULTANT will provide services to CITY including, but not necessarily limited to, the following:

(a) Assessment District Bond Administration, including:

(i) CONSULTANT will prepare an annual report which will include findings and recommendations, as well as a summary of significant events. The report will contain a series of schedules including district summary information; what was applied to the roll for each parcel, broken down by principal, interest and adjustments; fund analysis; delinquency summary information; value-to-lien ratios; current debt service and amortization schedules; cash flow analysis; and bond call summary.

(ii) CONSULTANT will provide assessment installment information for each parcel, formatted in the required configuration on nine-track magnetic tape or other media, to the County Auditor-Controller's Office for placement on the property tax roll by the date set each year by the County Auditor-Controller's Office.

(iii) CONSULTANT will research and, if possible, resubmit installment amounts that are rejected by the County Auditor-Controller's Office. Any assessment installment that cannot be collected on the County property tax roll will be invoiced directly to the property owner of record on behalf of CITY.

(iv) CONSULTANT will provide a toll-free number to field inquiries from City Staff, property owners, and other interested parties regarding assessment proceedings and annual installments.

(v) CONSULTANT will provide prepayment quotes of assessment liens for all interested parties upon request. CONSULTANT will obtain recordation information for prepaid assessments and coordinate the release of lien pursuant to Revenue and Taxation Code 163. When applicable, fees for this service are paid by the requesting party; there will be no charge to property owners and/or CITY.

(vi) CONSULTANT will send required notification to the underwriter via certified mail.

(vii) CONSULTANT will prepare all necessary resolutions, certifications, and other documentation related to the apportionment process.

(viii) CONSULTANT will prepare an Amended Assessment Diagram and Notice of Amended Assessment.

(ix) CONSULTANT will record both the Notice of Amended Assessment Diagram and Notice of Amended Assessment.

(x) CONSULTANT will perform all required bond call spreads and coordinate the early redemption of outstanding bonds as directed by CITY.

(xi) CONSULTANT will monitor delinquent installment payments in February and June of each year and provide reports identifying all delinquent parcels and the corresponding delinquent installment amounts to CITY.

(xii) CONSULTANT will provide online access to up-to-date data relating to levies and delinquencies to City Staff.

(b) Community Facilities District Administration (CFD), including:

(i) CONSULTANT will prepare a comprehensive Annual Special Tax Report (Report). This Report will include: (a) the identification and recovery of all CFD administrative costs; (b)

review of fund balances to identify any surplus funds; (c) debt service requirements; (d) delinquency summaries; and (e) related recommendations or issues.

(ii) CONSULTANT will annually calculate and apportion the special taxes as specified in the Rate and Method of Apportionment of Special Tax. CONSULTANT will prepare an annual resolution for application of the special tax to the County tax roll if required by CFD formation documents.

(iii) CONSULTANT will maintain and periodically update an electronic database containing parcel data and annual special tax levy amounts by Assessor's Parcel Number.

(iv) CONSULTANT will prepare special tax levies for each parcel by Assessor's Parcel Number, formatted in the required configuration on nine-track magnetic tape (or other required media), to the County Auditor-Controller's Office for placement on the annual property tax roll by the date set each year by the County Auditor-Controller's Office.

(v) CONSULTANT will research and, if possible, resubmit installment amounts that are unapplied by the County Auditor-Controller's Office. Any special tax installments that cannot be collected on the County property tax roll will be invoiced manually by CONSULTANT on behalf of CITY.

(vi) CONSULTANT will provide and maintain a toll-free number to field inquiries from CITY, property owners, and other interested parties regarding special tax installments and related information.

(vii) CONSULTANT will monitor delinquencies each February and May and submit periodic reports to CITY. CONSULTANT will provide a list of delinquencies requiring initiation of judicial foreclosure or other legal proceedings.

(viii) CONSULTANT will prepare an annual report to the California Debt and Investment Advisory Commission (CDIAC) by October 30 if required by the California Government Code, Section 53359.5(b), as amended.

(ix) CONSULTANT will prepare all applicable notices of Special Tax as required by the California Government Code, Section 53340.2(b), as amended.

(x) CONSULTANT will calculate written prepayment quotes for individual special tax liens, as described in the Rate and Method of Apportionment of Special Tax or by resolution. When applicable, fees for this service are paid by the requesting party; there will be no charge to property owners and/or CITY.

(xi) CONSULTANT will send required notification to the underwriter via certified mail.

(xii) CONSULTANT will prepare all necessary resolutions, certifications, and other documentation related to the apportionment process.

(xii) CONSULTANT will prepare an Amended Assessment Diagram and Notice of Amended Assessment.

(xiv) CONSULTANT will record both the Notice of Amended Assessment Diagram and Notice of Amended Assessment.

(xv) CONSULTANT will perform all required bond call spreads and coordinate the early redemption of outstanding bonds.

(xvi) CONSULTANT will provide online access to up-to-date data relating to levies and delinquencies to City Staff.

(c) Assessment and Special Tax Delinquency Administration, including:

(i) CONSULTANT will monitor delinquent installment payments in January and May of each year, and provide delinquency summary-by-district, and special assessment/special tax delinquency detail reports to CITY in February and June. The summary-by-district report will identify and compare, by district, the aggregate number of all parcels levied and all parcels delinquent, and the aggregate amount of total dollars levied and total dollars delinquent, for the current and prior tax years, and shall provide delinquency percentages, for both parcels and amounts. The special assessment/special tax delinquency detail report will identify all delinquent parcels and the corresponding delinquent installment amounts to CITY, plus the

amounts of all statutory penalties and interest associated therewith accrued through the date of the report. The delinquency detail report will also indicate all delinquency management services performed by CONSULTANT with respect to each parcel, if any, including the identification of any parcel which is then presently the subject of a judicial foreclosure proceeding.

(ii) CONSULTANT will send a delinquency reminder letter after the first installment of special assessments/special taxes becomes delinquent on December 10 of the current tax year, to each delinquent property owner, in an attempt to cure the delinquency, unless otherwise directed by CITY.

(iii) CONSULTANT will send a 30-day delinquency demand letter after the second installment of special assessments/special taxes becomes delinquent on April 10 of the current tax year, unless otherwise directed by CITY. The demand letter will inform each delinquent property owner that if the delinquency has not been cured at the County within 30 days of the mailing of the demand letter, CITY may elect to initiate judicial foreclosure proceedings to collect the delinquent installments in accordance with applicable law. Each demand letter shall be mailed with a brochure providing answers to commonly asked questions regarding delinquencies.

(iv) CONSULTANT, after updating delinquencies approximately thirty (30) days after the delinquency demand letters are mailed and upon approval by CITY, will cause the removal of the delinquent installments of special assessments/special taxes for the current and/or prior tax year(s) from the County tax roll. Such removal shall include compliance by CITY with the recording requirements of Section 8833 of the California Streets and Highways Code (with respect to special assessments), and Section 53356.2 of the California Government Code (with respect to special taxes).

(v) After receipt of confirmation from the County that the requested delinquent installments of special assessments/special taxes for the current and/or prior tax year(s) have been removed from the County tax roll, CONSULTANT will send a final 21-day delinquency foreclosure letter to each delinquent property owner, unless otherwise directed by CITY. The foreclosure letter will advise the owner that the delinquent special assessments/special taxes can no longer be redeemed at the County, but must be paid directly to CITY within 21 days of the mailing of the foreclosure letter. The foreclosure letter will include data fields that calculate the delinquent installments, statutory penalties, interest, and administrative fees, and County costs, etc. and the total amount due. The foreclosure letter will instruct the delinquent parcel owners to make the payments payable to CITY and then mail them to CONSULTANT. CONSULTANT will then transmit the payment to CITY with a covering transmittal letter verifying the payments, after posting the payment information in its database. Each foreclosure letter will be mailed via certified mail, return receipt requested, and regular mail, and shall contain a brochure providing answers to frequently asked questions regarding delinquencies and judicial foreclosures.

(vi) CONSULTANT will send those parcels whose special assessments/special taxes continue to remain delinquent after twenty-one (21) days from mailing of the foreclosure letters, to the City Attorney's Office to collect the delinquent special assessments and/or special taxes and applicable statutory penalties, interest, administrative and attorney fees, and other authorized costs, by judicial foreclosure proceedings in accordance with applicable law.

(vii) Throughout the entire delinquency management/foreclosure process, CONSULTANT shall provide and maintain a toll free "800" telephone number to field inquiries from City staff, parcel owners, lenders and other interested parties concerning annual installments and delinquencies.

(ix) With respect to those parcels sent to foreclosure, CONSULTANT shall assist the City Attorney in initiating and prosecuting judicial foreclosure proceedings for all assigned delinquencies in accordance with bond foreclosure covenants and to perform "subsequent foreclosure services" (described below) for CITY. All payments made by CITY to CONSULTANT for delinquency management services and to the City Attorney for judicial

foreclosure services will ultimately be paid by the delinquent property owner(s) to the extent that either CONSULTANT or the City Attorney, as the case may be, is successful in (a) obtaining a redemption of the delinquency from the property owner(s), (b) settling the action with CITY's approval, or (c) obtaining a judgment in the foreclosure action.

"Subsequent foreclosure" services shall mean:

Preparing and forwarding to the City Attorney a detailed report of the parcels to be foreclosed, the delinquency information with respect thereto (including the amounts of principal, penalties, interest, CONSULTANT's administration fees, any of CITY's fees to be collected as part of the foreclosure process, and County charges for tax roll removal, recording charges and the like). Providing the City Attorney with CITY resolutions and other documents to proceed with the judicial foreclosure process.

Monitoring and reporting to CITY the activities of the foreclosure process regarding the parcels in foreclosure and assisting the City Attorney in sending periodic reports to CITY and CONSULTANT.

Keeping CITY and the City Attorney apprised of special situations arising of which CONSULTANT first becomes aware, such as bankruptcies of parcel owners, County tax foreclosure sales, deed of trust "trustee" foreclosure sales, etc.

CONSULTANT will attempt to negotiate a repayment schedule (payment plan) acceptable to CITY to cure the delinquency and avoid initiation of judicial foreclosure. CONSULTANT will not retain any payment received from a delinquent property owner, but will transfer all such proceeds directly to CITY. No payment plan shall be entered into with a parcel owner unless specifically approved by CITY.

(d) Assessment Apportionment Administration, including:

(i) CONSULTANT will provide apportionment application forms with simple step-by-step instructions for both the counter person and the property owner(s).

(ii) CONSULTANT will calculate the amended assessments according to the original method of spread.

(e) Arbitrage Rebate Administration, including:

(i) CONSULTANT will assign an arbitrage rebate analyst to oversee all arbitrage consulting activities for CITY. This analyst will contact CITY to review those tax-exempt debt issues requiring arbitrage rebate services and discuss the work plan.

(ii) CONSULTANT will review all transcript documentation and investment activity needed to perform arbitrage rebate calculations. Standard documents include the Official Statement, Tax Certificate, IRS Form 8038 or 8038-G, Trust Indenture, Advance Refunding Escrow Verification, and Cash and Asset Statements.

(iii) As soon as the issue or issues have been identified and the transcript documents have been collected, CONSULTANT will perform a thorough review of each issue. CONSULTANT will confirm that the issue is subject to the rebate requirement, identify all relevant exceptions, elections and yield restrictions, and verify the arbitrage yield.

(iv) CONSULTANT will summarize all relevant findings and assumptions and deliver to CITY in the form of an Engagement Summary. The arbitrage reporting requirements are reviewed with CITY. Recommendations for changes in record keeping, if any, will be made at this time. For all new issues, the Engagement Summary is forwarded to CITY within 90 days of the issue date, assuming the transcript documentation has been provided. The Engagement Summary includes the arbitrage rebate calculation requirements, bond year end date, distribution of funds, arbitrage yield, yield restriction requirements, investment highlights, and recommendation for record keeping.

(v) CONSULTANT will perform the cumulative arbitrage liability calculation, including debt service schedules, recalculate and verify accuracy of the arbitrage yield, identify all gross proceeds and transferred proceeds (advance refunding issues) allocated to the issue, apply the arbitrage yield to the cash flows to determine cumulative arbitrage liability, review and consider

alternative investment valuation methods as appropriate, and review and consider application of alternative regulatory provisions that may improve the arbitrage liability.

(vi) CONSULTANT will assign a senior analyst to review the calculation and summary findings. In the event a legal opinion is deemed necessary, this recommendation will be presented to CITY.

(vii) CONSULTANT will compile all interim and final arbitrage liability calculations into a comprehensive report and deliver them to CITY. This report will include a computation summary, a description of methodology, a summary of all relevant dates and assumptions, sources and uses of funds, a debt service schedule, an arbitrage yield calculation, a rebate liability by fund and aggregate liability for the issue, investment yield by fund and comparison to the arbitrage yield, and preparation of IRS Form 8038-T filing instructions as necessary.

(viii) CONSULTANT will review all reports with City staff and plan for future calculations as appropriate. In addition to identifying any arbitrage liability, each report will contain a separate analysis and investment yield comparison by fund that will provide CITY with information it needs to analyze investments strategies and the impact on future rebate liability.

(ix) CONSULTANT will maintain close contact with City staff by informing them of changes in the rebate regulations, court decisions, and other events that may affect arbitrage compliance requirements. Changes affecting previous calculations will automatically be incorporated into all future rebate updates.

(x) CONSULTANT will assist City staff in the event of an audit. CONSULTANT will provide all supporting documentation used to prepare calculations. At the discretion of CITY, CONSULTANT will be available for representation of the rebate calculations.

(xi) CONSULTANT will review CITY's current policies and procedures for tracking expenditure and investment earnings allocations. If these systems do not provide sufficient detail to adequately calculate and monitor rebate liability, CONSULTANT will make specific recommendations to ensure full compliance with all applicable federal regulations.

(xii) CONSULTANT will coordinate with City staff, bond counsel, trustees, and other consultants to implement any recommended changes in policies and procedures when directed by CITY.

(xiii) CONSULTANT will be available to consult with CITY at any time to assist with the structuring of new bond issues, investment of bond proceeds and other matters that will affect any eventual arbitrage liability.

(f) Municipal Disclosure Administration, including:

CONSULTANT will provide comprehensive assistance and advice on ongoing disclosure matters. In accordance with specific disclosure obligations relating to CITY's outstanding debt financings, CONSULTANT will provide guidance and direction to CITY in its compliance with the disclosure requirements under the federal securities laws and regulations, including Rule 10b-5 and 15c2-12 under the Securities Exchange Act of 1934.

CONSULTANT will help CITY ensure that it is providing all required financial and operating data called for by any disclosure agreements and which would otherwise be considered material in keeping securities holders fully informed of the investment quality of the debt issue.

In addition, CONSULTANT will assist CITY with respect to new debt issues in developing realistic reporting requirements for the disclosure documents to help ensure compliance with relevant requirements and meet the demands for information from the marketplace.

With respect to the preparation of the Annual Information Statement(s), CONSULTANT will:

(i) Review all pertinent documents relating to the debt issue including the Official Statement, Disclosure Certificate, Financial Statements, and Annual Reports;

(ii) Collect third-party data and other information required to be included in the Annual Information Statement(s) directly from trustees, fiscal agents, state and county agencies and others as applicable;

(iii) Analyze and verify the information for accuracy, materiality and appropriateness;

(iv) Provide advice and direction on inclusion and presentation of the information in the Annual Information Statement(s);

(v) Create a draft of the Annual Information Statement(s) for review by CITY;

(vi) Discuss any relevant issues with CITY regarding the report(s) and address any questions CITY may have regarding disclosure matters; and

(vii) Finalize and disseminate the Annual Information Statement(s).

Upon notification by CITY and/or if CONSULTANT becomes aware, and if deemed to be material, CONSULTANT will prepare Notices of Significant Events covering events enumerated in Rule 15c2-12(b) for review by CITY.

CONSULTANT will disseminate the Disclosure Reports to each Nationally Recognized Municipal Securities Information Repository (NRMSIR), the Municipal Securities Rulemaking Board (MSRB) and the appropriate State Information Depository (SID) and any other party as directed by CITY. Such dissemination will include publication on EMMA. CONSULTANT will also assist CITY when requests for information are received and respond to questions from investors and other market participants.

(g) Upon Termination of this Agreement:

(i) CONSULTANT shall provide CITY with data files and reports of all CITY information. Data files must be formatted in a compliant manner consistent with recognized data base systems.

(ii) Upon the written agreement of both parties of this Agreement, can be extended in one year increments for no more than 2 additional years.

SCHEDULE OF FEES AND EXPENSES

Assessment District Bond Administration:

Districts with no more than 10,000 parcels - \$1,000 per District plus \$1.50 per parcel.
Districts with more than 10,000 parcels - \$5,000.
Revenue & Taxation Code 163 Report - \$75 per district.

Community Facilities District (CFD) Administration:

Districts with no more than 10,000 parcels - \$1,500 per District plus \$1.00 per parcel.
Districts with more than 10,000 parcels - \$5,000.
CFD 2006-1 - \$250 per District plus \$3.50 per parcel.

Assessment and Special Tax Delinquency Administration:

Reminder Letter - \$15 per letter.
Demand Letter - \$45 per letter.
Foreclosure Letter - \$65 per letter.
Payment Plan Setup and Monitoring - \$200 per property owner.
Removal of Levied Assessment or Special Tax - \$125 per parcel per year.
Paid Foreclosure - \$300 per parcel.

Assessment Apportionment Administration:

Apportionment & Amended Diagram for Parcel Maps (less than 5 parcels) - \$1,000.
Apportionment & Amended Diagram for Tracts and/or Subdivisions (5+ parcels) - \$1,500 per map plus \$20 per parcel.

Arbitrage Rebate Administration:

Engagement (one-time setup fee) - \$250 per report.
Annual Rebate Calculation Report (base fee) - \$850 per report.
Construction Period Calculation - \$250 per report.
Semi-Annual Spend-Down Analysis - \$500 per report.
Commingled Fund Analysis - \$200 per bond year.
Multi-Period Calculation (After Year 2) - \$200 per bond year.
Transferred Proceeds Analysis - \$250 per report.
Variable Rate Issues - \$250 per bond year.

Municipal Disclosure Administration:

Annual Disclosure fee, including Bond Setup - \$800 per bond.
Dissemination of Annual Report - \$100 per bond.
Significant Event Notice, including Dissemination - \$150 per event.

Out-of-pocket expenses not to exceed \$3,000 per annum.

Exhibit B

INSURANCE REQUIREMENTS

**Consultant Service Agreement between City of Fresno ("CITY")
and Willdan Financial Services ("CONSULTANT")
Municipal Securities Administration Agreement
PROJECT TITLE**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,

- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and

related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims related to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years

after completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

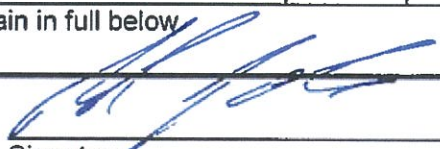
Municipal Securities Administration Agreement

PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☒
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☒
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☒
* If the answer to any question is yes, please explain in full below			

Explanation: _____

☐ Additional page(s) attached.


Signature

June 1, 2016

Date

Mark J. Risco, President and CEO
(name)

Willdan Financial Services
(company)

27368 Via Industria, Suite 200
(address)

Temecula, California 92590
(city state zip)