



Springville City

Request for Proposal, RFP No. 2010-03

FINANCIAL ADVISOR SERVICES

Finance Department

INFORMATION & REQUIREMENTS

I. OBJECTIVE Springville City Corporation (the "City") is soliciting competitive sealed proposals from qualified firms with significant, high level investment banking and financial advisor experience to serve as the City's financial advisor.

II. BACKGROUND

The City desires to enter into an agreement with an experienced and capable firm to provide financial advisor services as specified in the attached Sample Agreement, Exhibit "A", Scope of Work.

Springville City (pop. 30,000) is a full-service municipality offering traditional governmental services as well as electric, water, wastewater, storm drain and solid waste collection utilities. Springville's approved city budget for FY 2011 (all funds) is approximately \$51 million. Springville is currently in the process of exploring the merits of financing and constructing a community recreation facility.

The resulting agreement will include financial advisor work for all departments of the City as well as the Municipal Building Authority and the Redevelopment Agency.

III. INSURANCE REQUIREMENTS

Offerors should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting contract(s). Such insurance information is provided under Paragraph 4 of the Sample Agreement. Proposed pricing must include associated insurance costs. The selected offeror will be required to provide insurance certificates meeting all requirements at the time of notification of conditional award.

IV. PROPOSAL SUBMISSION

- Sign and return the **Proposal Response Cover Sheet (ATTACHMENT 1)**. The form must be signed by a company representative authorized to bind the offeror contractually.
- Submit all required information as outlined in the **Proposal Content & Evaluation Criteria** section of **ATTACHMENT 1**.
- Submit **original proposal and five (5) proposal copies** in a sealed envelope or other sealed container.

- ❑ Mark envelope or container with RFP Number and submission deadline date.
- ❑ Submission Deadline: **3:00 p.m., Thursday, January 27, 2011. Proposals received after the 3:00 pm deadline will be placed in the file unopened and will not be considered.**
- ❑ Submit to the address shown on the **Proposal Response Cover Sheet (ATTACHMENT 1)**.

NOTE: Proposals will be opened in a manner preventing disclosure of proposal respondents and the contents of the submissions. Proposals will then be sent to the City-appointed selection committee for evaluation.

When the formal contract has been awarded, the name of the company awarded the contract will be listed on our website and can be accessed by going to http://www.springville.org/bids/bid_index.php.

V. ADDITIONAL INFORMATION

The City's **designated contact person** for questions or additional information concerning the services specified in this Request for Proposal, or for additional information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, is **Bruce Riddle, Finance Director**: telephone (801) 489-2708; FAX (801) 489-2709; e-mail briddle@springville.org

All questions requesting clarification or interpretation of any section or sections of this specification must be submitted in writing (via fax or e-mail) to the Finance Department on or before **Wednesday, January 19, 2011**. Questions received after such date may not be considered or receive a written response. A written response to questions, in the form of a Q & A report, will be sent via fax or e-mail to all offerors who submit questions and will also be posted to the City's website at http://www.springville.org/bids/bid_index.php for all prospective offerors to view. If questions prompt the need for changes to the specification, the City will issue a written addendum to the original specification. The Q & A report and/or written addendum shall be issued and available on the website within three (3) working days following the above referenced deadline.

ATTACHMENT 1
Proposal Response Cover Sheet
RFP No. 2010-03
PROPOSAL FOR FINANCIAL ADVISOR SERVICES



Use this address for all U.S. Postal Service or had deliveries:

TO: Springville City Corporation
Attn.: Finance Director
Finance Department
110 South Main Street
Springville, Utah 84663

The undersigned, having carefully read and considered the Request for Proposal to provide **FINANCIAL ADVISOR SERVICES** for the CITY OF SPRINGVILLE, UTAH, does hereby offer to perform such services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

OFFEROR

Company Name: _____

Doing business as: [] **an individual** [] **a partnership** [] **a corporation** [] **a limited liability company** (*mark appropriate box*), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____
City _____ County _____
State _____ Zip Code _____
Telephone (____) _____ FAX (____) _____
Email Address _____

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. _____ **OR** Social Security No. _____
(Corporation or Partnership) (Individual)

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL
CONTENT & EVALUATION REQUIREMENTS LISTED ON THE NEXT 4 PAGES**

PROPOSAL CONTENT & EVALUATION CRITERIA

FINANCIAL ADVISOR SERVICES

Instructions: When preparing proposals, reply to each of the following proposal content and evaluation criteria in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences and provide any requested materials.

I. QUALIFICATIONS

- A. A statement of the firm's experience and qualifications to meet the requirements of the City as outlined herein. Include a general overview and history of your company, number of years in business, number of employees, corporate headquarters location, type of business, names of the firm's chief officers (include an organizational chart if possible), and where you do business. Offerors may include an annual report or statement of finances, if available, but it shall not substitute for the written narrative requested for this item.
- B. List key individuals who would be assigned to work with the City and submit statements or resumes detailing their qualifications and their involvement with projects of similar or identical scopes. Also provide information concerning the following:

1. For the key people identified, what would be their availability to the City?
2. What other personnel or services would be available to the City (e.g. any computer resources, programs, personnel, as well as capabilities and location of these services which would be available to the City)?

The City recognizes the value of a financial advisor who is readily available on short notice; therefore, all other things being equal, the City will give greater consideration to a financial advisor residing in or doing substantial financial advisor business within the State of Utah.

- C. Detail your firm's experience in providing the services requested herein for similar customers of similar size, with dates of performance and/or completion, customer name, contact person, and telephone number(s).
1. Please include a list of three (3) major public sector clients who would provide references for your work as financial advisor. By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.
 2. A description of your firm's financial advisor relationships since July 1, 2007, including dollar amounts and types of bond issues or services provided.
- D. Describe your firm's experience with, and any innovations you have developed, in the following areas:
1. Short Term Financings

2. General Obligation Bonds
 3. Revenue Bonds
 4. Certificates of Participation and Lease Revenue Bonds
 5. Special Assessment Area Bonds
 6. Other Special Purpose Bonds (SSD, Tax Increment, etc.)
 7. Refunding Bonds
 8. Sales Tax Revenue Bonds
 9. Industrial Revenue Bonds
 10. Qualified Energy Conservation Bonds
 11. Build America Bonds
- E. Describe your firm's experience in negotiated under-writings of municipal bonds where it has served as a financial advisor. What, in your firm's view, is the most critical role of the financial advisor in a negotiated sale? How would your firm best fill that role?
- F. Discuss your firm's experience with the major rating agencies and how this experience can enable the City to retain or improve its current ratings by outlining strategies that best assures the City's continued success for future debt issues.
- G. Please include a representative example of a recent Official Statement in which your firm acted as financial advisor and for which your firm was directly responsible for preparation, printing, etc.
- H. Is your company currently involved in arbitration or litigation for any reason? If so, please elaborate.
- I. Has your company ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.
- J. Given the eligibility of upcoming projects for Build America Bonds financing, please provide what your firm's approach would be in dealing with these types of projects.
- K. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the services requested herein.

II. PROPOSED APPROACH TO ASSIGNMENT

- A. A statement of your understanding of your assignment as financial advisor and a general description of your proposed approach to this assignment's scope of work.
- B. A detailed work plan outlining each required task necessary for completing assignment responsibilities described in the attached Sample Agreement, Exhibit "A", Scope of Work.
- C. Describe the means by which your firm monitors daily municipal bond market conditions, market trends and/or forecasts, and describe the way in which this activity will be used to advise the City of bond marketing decisions such as market timing, pricing, and other bond-related issues.

- D. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by your firm that may be related or helpful to a comprehensive financial advisor program. If there is a better way for the City to package or define the services that it has requested herein in order to obtain better pricing and/or service by making it easier for the selected advisor, please explain what modifications would be necessary to achieve such better pricing and/or service.

III. PROPOSED FEES

Proposed prices must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. Charges not listed in the RFP response will not be allowed. All prices and fees must be in U.S. dollars.

- A. Please indicate your proposed fee (stated as either a fee per \$1,000 of bonds issued or a flat fee) for the following:
1. Tax and Revenue Anticipation Notes.
 2. General Obligation Bonds.
 3. Water Revenue Bonds.
 4. Sales Tax Revenue Bonds.
 5. Redevelopment Agency Revenue Bonds.
 6. Lease Revenue Bonds.
 7. Special Assessment Area Bonds.
 8. Industrial Revenue Bonds.
 9. Qualified Energy Conservation Bonds.
- B. Please state if your fee per \$1,000 of bonds issued would vary depending on:
1. The size of the issue;
 2. If the bonds were issued in a fixed rate, or a variable rate mode;
 3. Whether a component of the issue were Build America Bonds;
 4. If the bonds were sold competitively, negotiated or as a private placement.
- C. State in your proposal whether your firm would expect to receive the proposed fee or any part of the proposed fee, or to be reimbursed for the costs incurred, in the event that bonds are not sold.
- D. Describe your proposal for fee arrangements for special projects where no bonds are to be issued.
- E. Please indicate if your firm would charge a retainer to guarantee a minimum annual fee per the City's fiscal year in the event that no bonds or few bonds were issued in any given fiscal year.
- F. Describe any other related fees or charges not covered above.

IV. OTHER REQUIRED INFORMATION

- A. Exceptions. If you have any exceptions to any of the terms, conditions, or requirements of this Request for Proposal or the attached Sample Agreement they must be identified and included as specified in **Paragraph V of Attachment 2, General Proposal Instructions**

& Information. Include a response to this item stating whether you have, or have not, included any exceptions.

- B. **Electronic payment.** The City is encouraging offerors to accept electronic payments using a process whereby vendors can receive payments and remittance advices electronically. Please provide information relating to: (1) your ability to accept electronic payments and remittance advices; and (2) your policy, if any, regarding electronic payments.
- C. **City Ethics Requirement.** **Include the following two paragraphs in your proposal and then add your own written acknowledgement that you have read the paragraphs and agree to comply with their terms.**

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

The offeror represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or (3) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2-10-105 and 106, Springville Municipal Code (as amended by Ordinance #16-2010, effective January 1, 2011) .

Pursuant to the foregoing and consistent with the Utah Municipal Officers' and Employees' Ethics Act, it is the City's policy that City employees are not to knowingly receive, accept, take, seek, or solicit, directly or indirectly, for the officer or employee or for another, a gift of substantial value or a substantial economic benefit tantamount to a gift that:

- (i) would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties; or
- (ii) the person knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding the person for official action taken.

ORAL INTERVIEWS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE ADVISORS. THE DECISION OF THE CITY'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.

PURSUANT TO REQUIREMENTS OF PARAGRAPH C ABOVE, PLEASE DO NOT SUBMIT ANY GIFTS OR PROMOTIONAL ITEMS WITH YOUR PROPOSAL.

ATTACHMENT 2

General Proposal Instructions & Information



An electronic version of this document including all attachments and exhibits is available for download from the Springville City website:
http://www.springville.org/bids/bid_index.php

I. **AWARD BY WRITTEN AGREEMENT**

The selected offeror shall be required to enter into a written agreement in substantially the form as shown in the attached **SAMPLE AGREEMENT (ATTACHMENT 3)** which shall be the basic form used to develop the final agreement.

- Signature on the *Proposal Cover Sheet* acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Agreement as the selected offeror will be required to comply with its requirements.
- If offeror has any exceptions to the Sample Agreement, the offeror must follow the procedures stated under Paragraph V, EXCEPTIONS.

II. **PREPARATION OF PROPOSALS**

- A. **Failure to Read.** Failure to read the Request for Proposal and these instructions will be at the offeror's own risk.
- B. **Cost Of Developing Proposals.** All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

III. **SUBMISSION DEEMED AGREEMENT**

Submission of a bid, proposal or other offer or submission constitutes the bidder's or offeror's agreement to all of the terms, conditions and provisions of the bid or proposal package, or other solicitation documents. In addition, submission of a bid, proposal or other offer or submission by fax or E-mail constitutes a waiver of any claim to confidentiality, or any protest based on such a claim. By the submission of any bid, proposal or other offer or submission, the bidder or offeror represents that the matters stated therein are true and correct.

IV. **PROPOSAL INFORMATION**

- A. **Discussions With Offerors.** The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.

- B. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- D. Award. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration evaluation factors set forth in Attachment 1 of the request for proposals.
- E. Rejection of Proposals.
- The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.
 - No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City upon a debt or contract or that is in default, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the Finance Department. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- F. Failure to Submit a Proposal. Failure to submit a proposal (or to advise the City Finance Department that future Requests for Proposal are desired) may result in the removal of your firm from the prospective offerors list.

V. **EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT**

If offeror takes exception to any term, condition, or requirement set forth in this Request for Proposal or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified and included in the response to this RFP. **Exceptions or deviations to any of the terms, conditions, or requirements must not be added to the proposal pages but must be submitted in a separate document accompanying offeror's proposal identified as "Exceptions."** Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

If the City omits anything from this RFP that is necessary for a clear understanding of the work, or if it appears that instructions are in conflict, then the offeror shall secure written instructions from the Finance Department at least forty-eight (48) hours prior to the time and date of the proposal opening shown above.

VI. **CONFIDENTIALITY**

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that are submitted to the City, as part of the proposal or otherwise, shall become the property of the

City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and Management Act; Title 63G, Chapter 2, Utah Code Annotated (“GRAMA”). The City generally considers proposals and all accompanying material to be public and subject to disclosure. **Any material considered by the offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied.** The City cannot guarantee that any information will be held confidential. Under Section 63G-2-305 of GRAMA, if the offeror makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or nonpublic, and will notify the offeror of such determination. The offeror is entitled under GRAMA to appeal an adverse determination. **The City is not obligated to notify the offeror of a request to see the offeror’s proposal, and will not consider a claim of confidentiality, unless the offeror's claim of confidentiality is made in a timely basis and in accordance with the GRAMA.**

VII. GOVERNING CODE AND RULES

The City’s procurement processes, including this competitive solicitation, are governed by Springville Municipal Code 2-10 and Springville City Purchasing Policies.

ATTACHMENT 3

SAMPLE AGREEMENT



The Sample Agreement will be subject to review and modification by the City Attorney's Office.

CONTRACT NO.

SAMPLE AGREEMENT

FINANCIAL ADVISOR SERVICES

FOR SPRINGVILLE CITY CORPORATION

THIS AGREEMENT is between SPRINGVILLE CITY CORPORATION, a Utah municipal corporation ("City"), and _____, a _____ ("Advisor"), and is dated as of the date the City Recorder attests the applicable City signature (which date shall be the recordation date).

RECITALS

1. Advisor desires to provide certain financial advisor services for Springville City Corporation.
2. City desires to engage Advisor for such services.

AGREEMENT

In consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. Advisor shall provide certain financial advisor services for City's as described in Exhibit "A" for an initial term of three (3) years commencing as of February 1, 2011, or the date of this Agreement if later than the aforementioned date. City may extend this Agreement for two (2) additional one-year terms, renewable on an annual basis, under the same terms and conditions. Notice of term extensions shall be in writing served upon Advisor by regular mail at least thirty (30) days before the expiration of the original term of this Agreement, or any renewal term, in order for such extension to be effective. After all annual term extensions have been exercised, City shall have the right to extend this Agreement for an additional term of up to four (4) months by giving Advisor written notice at least ten (10) days before the expiration of the last annual extension, provided, however, that City may terminate such additional term by giving Advisor at least five (5) days prior written notice of such termination. This is a non-exclusive contract and City reserves the right to acquire the services, at its discretion, from other sources during the term of this Agreement. All financial commitments by City shall be subject to the appropriation of funds approved by the City

Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

2. For services provided to City, Advisor shall be paid as specified under Exhibit “B” (Price Schedule).

3. For such consideration, Advisor shall furnish all materials, supervision, labor, and equipment to complete the requirements of this Agreement.

4. The following insurance requirements apply to this Agreement:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

(1) Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to City.

(2) All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(a) Currently rated A- or better by A.M. Best Company;

—OR—

(b) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570), as amended.*

(3) Advisor shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(4) In the event any work is subcontracted, Advisor shall require its subcontractor, at no cost to City, to secure and maintain all minimum insurance coverages required of Advisor hereunder.

(5) All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 days prior written notice to City in a manner approved by the City Attorney.

B. REQUIRED INSURANCE POLICIES. Advisor, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

(1) Worker's compensation and employer’s liability insurance sufficient to cover all of Advisor’s employees pursuant to Utah law. This requirement includes those who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, Advisor shall require its subcontractor(s) similarly to provide worker’s compensation insurance for all of the latter’s employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(2) Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$1,000,000 annual aggregate limit.

(3) Advisor shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Advisor agrees not to operate a vehicle in connection with services rendered under this Agreement, City shall not require Advisor to provide commercial automobile liability insurance.

5. Advisor shall obey all federal, state, county, and municipal laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the Utah Identity Documents and Verification Act. Any violation of applicable law shall constitute a breach of this Agreement and Advisor shall hold City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by City as a result of such violation.

6. City may cancel this Agreement for any reason and without any liability therefor, upon giving Advisor thirty (30) days prior written notice. Such notice shall be sent to the last known address of Advisor.

7. City may, without prejudice to any right or remedy, and without the necessity of giving the thirty (30) day notice provided in paragraph 6 above, terminate this Agreement for cause in the event Advisor fails to fulfill, in a timely or satisfactory manner, any of the terms and conditions set forth in this Agreement and fails to cure such failure within seven (7) days after written notice from City of such failure.

8. If this Agreement is canceled or terminated as provided herein, City shall pay Advisor on the basis of actual services satisfactorily performed as calculated by City.

9. Advisor, for itself, its successors and assigns, as part of the consideration herefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion, or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

10. Advisor shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Advisor's intentionally wrongful, reckless, or negligent performance hereunder. If City's tender of defense, based upon this indemnity provision, is rejected by Advisor, and Advisor is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Advisor shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Advisor to indemnify the indemnitee against the indemnitee's own negligence.

11. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.

Advisor represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or (3) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2-10-105 and 106, Springville Municipal Code (as amended by Ordinance #16-2010, effective January 1, 2011).

12. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor (“GRAMA”). All materials submitted by Advisor pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Advisor. Any materials for which Advisor claims a privilege from disclosure shall be submitted marked as “Confidential” and accompanied by a statement from Advisor explaining Advisor's claim of exemption from disclosure. City will make reasonable efforts to notify Advisor of any requests made for disclosure of documents submitted under a claim of confidentiality. Advisor may, at Advisor’s sole expense, take any appropriate actions to prevent disclosure of such material. Advisor specifically waives any claims against City related to disclosure of any materials required by GRAMA.

13. Advisor is not an employee of City for any purpose whatsoever. Advisor is an independent contractor at all times during the performance of the services specified herein.

14. All notices shall be directed to the following addresses:

City: Springville City Corporation
Finance Department
Attn.: Finance Director
110 South Main Street
Springville, Utah 84663

With a copy to:

City: Springville City Corporation
Recorder’s Office
Attn.: City Recorder
110 South Main Street
Springville, Utah 84663

Advisor: _____
Attn.: _____

15. This Agreement shall not be assigned by either party without the prior written consent of the other party.

16. Advisor's obligations are solely to City and City’s obligations are solely to Advisor. This Agreement shall confer no third party rights whatsoever.

17. This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both an authorized representative of Advisor and by City's Mayor or the Mayor's designee. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Advisor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Advisor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of City. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

18. Any ambiguity in this Agreement shall be construed in favor of City.

19. This Agreement shall be enforced in and governed by the laws of the state of Utah.

EXHIBIT "A"

SCOPE OF WORK

FINANCIAL ADVISOR SERVICES

I. GENERAL

- A. Advisor, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing www.commerce.state.ut.us .

- B. Advisor shall assume full responsibility for damage to City property caused by Advisor's employees or equipment as determined by designated City personnel.
- C. Advisor shall be solely responsible for the safety of Advisor's employees and others relative to Advisor's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.
- D. Advisor shall possess and keep in force all licenses and permits required to perform services under this Agreement.
- E. No guarantee of the actual service requirement is implied or expressed by this Agreement. Service requirements shall be determined by actual need.
- F. George K. Baum & Company is the City's financial advisor under the current agreement for financial advisor services (the "Current Agreement"). Except as provided below, George K. Baum & Company will continue to provide financial advisor services to City for projects and bond issues for which financial advisor services commenced during the term of the Current Agreement.

II. RESPONSIBILITIES OF ADVISOR

The responsibilities of Advisor include, but shall not be limited to, the following:

NOTE: The responsibilities of Advisor listed below may be modified after conditional contract award.

- A. Provide City with expert financial advice and assistance on financing techniques and options on matters pertaining to the issuance and sale of bonds and notes including Tax and Revenue Anticipation Notes, General Obligation Bonds, Water Revenue Bonds, Sales Tax Revenue Bonds, Redevelopment Agency Bonds, Lease Revenue Bonds, Special Assessment Area Bonds, Industrial Revenue Bonds, Qualified Energy Conservation Bonds, and other forms of financing.

- B. Conduct studies and make recommendations of methods of structuring and financing, including payment, security details, and bond specifications believed advantageous to City.
- C. Perform periodic analyses on outstanding bond issues to determine if any are candidates for savings from refundings.
- D. Provide sophisticated cash flows, bond scheduling and sizing analyses for City.
- E. Confer with bond attorneys selected by City in connection with proceedings authorizing the issuance of bonds.
- F. Participate in or direct, as required by City, the preparation of preliminary official statements and official statements for bond issues setting forth financial and other information about City and the Issue.
- G. Participate in the drafting of documents utilized by City in its financing activities.
- H. Assist City officials in preparing materials for presentation to national credit rating agencies.
- I. Have representatives present at meetings, when requested or notified, on matters concerning financing techniques and bond issues.
- J. Assist City with the development of Request for Proposals for the selection of underwriters, trustees, and bond counsel for bond issues when it is advisable to sell securities by negotiation, and provide advice and counsel during the negotiation and selection process.
- K. Assist City in preparing for and executing the sale of bonds and notes, including appropriate advice on pricing and terms of the sale, on all potential and planned financing.
- L. Perform such other functions normally contemplated to be within the scope of duties of a fully qualified Financial Advisor.
- M. Advisor shall not be allowed to purchase bonds or notes as an underwriter in a negotiated or competitive bid issuance, or act as a purchaser or an agent for a purchaser in a private placement. Involvement in lease/purchase financings are also prohibited under this Agreement.
- N. Participate in various debt related selection committee processes.

III. DISCLOSURE OF CITY RECORDS

Because City shall own the documents generated by Advisor pursuant to this Agreement, Advisor shall not, without written approval by City, disclose publicly said records. Advisor understands that the information obtained in the performance of this Agreement is confidential and may be shared with employees of City or others only on a need to know basis.

EXHIBIT "B"

PRICE SCHEDULE

FINANCIAL ADVISOR SERVICES

I. GENERAL

- A. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.
- B. City is exempt from sales, use, and federal excise taxes on these products and services. Exemption certificates shall be furnished upon request.
- C. Fees stated shall be firm for the full term of this Agreement, including any renewal terms.

II. FEES

(This section to be completed after conditional contract award.)

- A. The fees for financial advisor services for various types of bond issues are set forth below, stated as a fee per \$1,000 of bonds issued or a flat fee.

<u>Bond Type</u>	<u>Fee Per \$1,000 of Bonds</u>	<u>Flat Fee</u>
1. Tax and Revenue Anticipation Notes	\$ _____	\$ _____
2. General Obligation Bonds	\$ _____	\$ _____
3. Water Revenue Bonds	\$ _____	\$ _____
4. Sales Tax Revenue Bonds	\$ _____	\$ _____
5. Redevelopment Agency Revenue Bonds	\$ _____	\$ _____
6. Lease Revenue Bonds	\$ _____	\$ _____
7. Special Assessment Area Bonds	\$ _____	\$ _____
8. Industrial Revenue Bonds	\$ _____	\$ _____
9. Qualified Energy Conservation Bonds	\$ _____	\$ _____

- B. Other fees _____

IV. INVOICING AND PAYMENT

City shall pay Advisor for all products and services provided by Advisor pursuant to this Agreement. Advisor shall submit a written invoice, in duplicate, for services rendered and City shall pay the invoiced fee within thirty (30) days after receipt of the invoice by City.

Invoices shall be submitted to: Springville City Corporation
Finance Department
Attn.: Finance Director
110 South Main Street
Springville, Utah 84663