

PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)
ARBITRAGE REBATE COMPLIANCE SERVICES BETWEEN
AMERICAN MUNICIPAL TAX-EXEMPT COMPLIANCE (AMTEC)

AND THE CITY OF GLENDALE

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and AMTEC, a Connecticut Corporation, authorized to do business in the State of Arizona, ("Consultant") as of the 21 day of April, 2016 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

- (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.
- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. **Subcontractors.** Consultant is engaging two subcontractors or subconsultants, First Southwest and Arbitrage Compliance Services, Inc., to perform certain work or services under this Agreement. The City approves the use of these Subcontractors or subconsultants to perform such work, under the direction of Contractor. Contractor shall remain liable for all services and obligations performed under this Agreement by any such subcontractor or subconsultant.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 **Standard.** Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Consultant warrants that:

- a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 **Compliance.** Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 **Coordination; Interaction.**

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$45,000 as specifically detailed in **Exhibit C** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than

the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Professional Liability.** Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of **\$100,000,000** for each claim and a **\$2,000,000** annual aggregate limit.
- d. **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.6 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. Immigration Law Compliance.

9.1 Consultant, and on behalf of any Subconsultant, warrants to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or employee who performs work under this Agreement to ensure that the Consultant, Subconsultant, or any employee, is compliant with the warranty under this section.

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant to incorporate into each of its own

subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Heather E. Place, Assistant Vice President
90 Avon Meadow Lane
Avon, Connecticut 06001
860-321-7521

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Connie Schneider, C.P.M.
CSchneider@glendaleaz.com
5850 W. Glendale Ave, Suite 317
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. **Entire Agreement; Survival; Counterparts; Signatures.**

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit D**. The final determination will be made by the City.
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Compensation
Exhibit D	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation



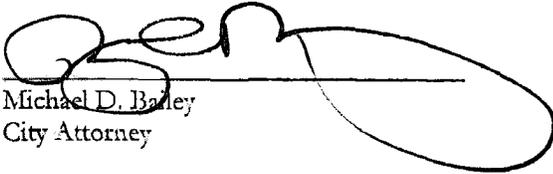
By: Kevin R. Phelps
Its: City Manager

ATTEST:



Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

American Municipal Tax-Exemp Compliance,
a Connecticut Corporation



By: Michael J. Scarfo
Its: Senior Vice President and Engagement
Manager

EXHIBIT A
Professional Services Agreement

PROJECT

The contractor shall determine, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax exempt obligations (the "Bonds"), to what extent, if any, certain investment earnings ("Arbitrage Amount") from the proceeds of the bonds will be required to be rebated to the United States of America pursuant to Section 148(f)(2) of the Internal Revenue Service (IRS) Code of 1986.

The Contractor shall provide professional services to determine the Arbitrage Amount with regards to the Bonds.

The Contractor shall review schedule of investments made by Issuer with bond proceeds or other proceeds that under Treasury Regulations 1.148 are subject to rebate requirements of the Code. This will be done in accordance with the IRS rules and regulations governing timing for reporting.

The Contractor shall perform the required calculations to determine Arbitrage Amount under Section 148(f)(2) of the IRS Code.

The Contractor shall provide an annual report, as well as any reports needed to be in compliance with the IRS reporting requirements to the City of Glendale, or any subordinate entities such as the Municipal Property Corporation (MPC) of Glendale, specifying Arbitrage Amounts based upon the investment schedule provided and the calculations of bond & investment yield.

The contractor shall provide a preliminary annual report on the Arbitrage Liability as of June 30th no later than September 1st following the fiscal year end date (June 30) and the final report submitted 45 days later.

The contractor will retain the documentation of Arbitrage calculations as long as needed as well as represent and defend the City from IRS audits on Bonds that have calculations they have performed, at no additional cost.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See Attached Exhibit B

Scope of Work – Primary Objectives

The scope of the engagement and single, most important objective is to assure the City that its bond issues remain in full compliance with the Code and the Regulations.

The scope of services we have developed over the years for the City has achieved this objective and provides the basis for our proposed services for 2016 and beyond. This is accomplished by the following:

- Current-year rebate computations for each bond issue;
- Computation Date reports on the 5th anniversary date of the bond issues;
- Preparation of the IRS Form 8038-T and detailed filing instructions, if a rebate liability must be paid;
- Issuance of AMTEC's report and opinion that guarantees accuracy using the following wording:
 - ***“The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability;”***
- The earliest submission for a recovery of an overpayment of a rebate (refund) should a rebate payment be required in the future; and
- Complete support of the City's tax compliance initiatives including IRS support at no additional cost to the City.

Secondary supporting objectives include:

During 2015, AMTEC will implement the following special professional compliance services.

- The development or review of the City's Post Issuance Compliance Policy and Written Procedures. This important program provides the requisite training and support that enables the City to **“Check The Box” on lines 43 and 44 of IRS Form 8038G** with extreme confidence.
- Additional staff support and educational seminars regarding regulatory changes, best practices and any operational recommendations.

AMTEC'S DETAILED WORK PLAN

The Services identified in the RFP are comprehensive and listed below. We have prepared a detailed response in the table below that addresses the contractor's obligations as identified by the City, which will result in the production of annual arbitrage rebate reports and guaranteed tax compliance.

1. The contractor shall determine, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax exempt obligations (the “Bonds”), to what extent, if any, certain investment earnings (“Arbitrage Amount”) from the proceeds of the bonds will be required to be rebated to the United States of America pursuant to Section 148(f)(2) of the Internal Revenue Service (IRS) Code of 1986.
2. The Contractor shall provide professional services to determine the Arbitrage Amount with regards to the Bonds.
3. The Contractor shall review schedule of investments made by Issuer with bond proceeds or other proceeds that under Treasury Regulations 1.148 are subject to rebate requirements of the Code. This will be done in accordance with the IRS rules and regulations governing timing for reporting.
4. The Contractor shall perform the required calculations to determine Arbitrage Amount under Section 148(f)(2) of the IRS Code.
5. The Contractor shall provide an annual report, as well as any reports needed to be in compliance with the IRS reporting requirements to the City of Glendale, or any subordinate entities such as the Municipal

EXHIBIT B

Property Corporation (MPC) of Glendale, specifying Arbitrage Amounts based upon the investment schedule provided and the calculations of bond & investment yield.

6. The contractor shall provide a preliminary annual report on the Arbitrage Liability as of June 30th no later than September 1st following the fiscal year end date (June 30) and the final report submitted 45 days later.
7. The contractor will retain the documentation of Arbitrage calculations as long as needed as well as represent and defend the City from IRS audits on Bonds that have calculations they have performed, at no additional cost.

City's Requirement	Task Description
<p>The contractor shall determine, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax exempt obligations (the "Bonds"), to what extent, if any, certain investment earnings ("Arbitrage Amount") from the proceeds of the bonds will be required to be rebated to the United States of America pursuant to Section 148(f)(2) of the Internal Revenue Service (IRS) Code of 1986.</p>	<p>Verify that the issue is subject to the Rebate Requirement. Initially, the Tax Agreements, Official Statements and other relevant documents are reviewed for all bonds, notes, certificates or other tax-exempt obligations (the "Bonds"). The Tax Agreement, prepared by bond counsel, provides information about the bond proceeds and other funds that could be subject to rebate and information relating to rebate exceptions. Once it is determined the bonds are subject to the Rebate Regulations, the documents also provide information which enables us to complete an independent verification of the bond yield and the rebate amount.</p>
<p>The Contractor shall provide professional services to determine the Arbitrage Amount with regards to the Bonds.</p>	<p>Calculate the bond yield. (Confirm and record the bond yield). Since the bond yield is the basis for arbitrage liability, ensuring that all amounts are identified and applied in accordance with the Code is extremely important. Amounts used for the original issue discount, premiums and qualified guarantee payments are needed to complete this process.</p> <p>From the information gathered in the bond document and review process, AMTEC independently computes the bond yield for each fixed yield issue. Occasionally, the fixed bond yield provided to bond counsel by the underwriter is not complete or may contain inaccuracies. Through AMTEC's independent verification of the bond yield, the City will be assured that the bond yield has been recomputed in accordance with the Regulations and is correct.</p> <p>Reconciliation of Proceeds. The Tax Agreement is used to reconcile the sources and uses of funds which can be tracked into the various bond and capital accounts. This step is important because the correct amount of bond proceeds must be identified and measured in order to ensure that the final rebate results are accurate. Failure to perform these initial steps violates the integrity of the rebate computation work which must follow.</p> <p>Transferred Proceeds are easily identified in the Tax Agreement. Steps to compute the transferred proceeds are evident and performed systematically with current and advance refundings.</p>

EXHIBIT B

City's Requirement	Task Description
<p>The Contractor shall provide professional services to determine the Arbitrage Amount with regards to the Bonds.</p>	<p>Commingled Funds are used by the City as a means to accumulate debt service for the General Obligation bonds. We have developed internal programs specifically for the City that uncommingle the debt service fund and allocate payments of principal and interest to each issue for compliance purposes.</p> <p>Our internal controls have been designed to provide the rebate amount, investment income and rate of return for each bond fund or account. Our expertise, which has been derived from the completion of annual reports for more than 4,800 issues, provides special insight that only this experience can offer.</p> <p>Our analysts have historical experience with every type of qualified investment and our internal controls highlight unusual rates of return, either high or low, which are often the result of commingling. When this occurs, we use our expertise and provide a series of tests that will easily identify the transactions that cause most aberrations in rebate computations.</p> <p>Restrictions on Bond Proceeds. All bond proceeds are yield restricted with the exclusion of those used for capital purposes as described above for a three-year Temporary Period or when the proceeds have been used to fund a Debt Service Reserve Fund.</p> <p>Absolute Yield Restrictions. Bond proceeds deposited into an Escrow that are used to pay future principal, interest and redemption premium on bonds are yield restricted and may not be invested above the bond yield.</p> <p>Other Yield Restriction – Not Absolute. Unspent bond proceeds are yield restricted following the end of the Temporary Period. However, due to the nature of bond proceeds in a Capital Projects Fund, the Regulations provide issuers with the ability to maintain their investments, regardless if they are generating excess yield, and pay the excess yield to the United States Treasury in the form of a Yield Reduction Payment or YRP. A YRP is similar to a rebate payment and paid at the same time and in the same manner.</p> <p>Other Compliance Benchmarks - Unrestricted and Restricted Assets</p> <p>Three-Year Temporary Period. Generally speaking, proceeds from the sale of the bonds used for capital project purposes are unrestricted for a three-year period following the sale of the bonds. This time frame is referred to as the Temporary Period.</p> <p>During the Temporary Period, bond proceeds may be invested at a yield above the bond yield (without restriction) and issuers are required to pay a rebate of the excess earnings above the bond yield to the United States Treasury. An exception to paying a rebate occurs when the issuer qualifies for one of the spending exceptions from rebate.</p> <p>Certain actions by issuers can cause the Temporary Period to terminate before three years. One of the more common actions occurs when any of the bonds are advance refunded. This action truncates the Temporary Period and any capital project funds unspent become yield restricted for arbitrage rebate purposes.</p>

EXHIBIT B

City's Requirement	Task Description
<p>The Contractor shall review schedule of investments made by Issuer with bond proceeds or other proceeds that under Treasury Regulations 1.148 are subject to rebate requirements of the Code. This will be done in accordance with the IRS rules and regulations governing timing for reporting.</p>	<p>Obtain the necessary information related to investments, including investment and expenditure detail and interest earnings. AMTEC does not require any special format but prefers trustee and City records. It has been our experience that all records relating to the bond proceeds and investments are adequate for the purposes of preparing arbitrage rebate computations.</p>
<p>The Contractor shall perform the required calculations to determine Arbitrage Amount under Section 148(f)(2) of the IRS Code.</p>	<p>Calculate the excess investment earnings (cumulative rebate liability), taking into account any proceeds that are or have become subject to the yield restriction requirements.</p> <p>(Calculate the yield of actual earnings; calculate the yield as if earnings were realized at the bond yield; and calculate the rebate amount.)</p> <p>Solving for Rebate – Future Value Computation Methodology. AMTEC utilizes listings of disbursements, investment records and accounting ledgers to solve for the rebate amount. This process is repeated one account at a time, if more than one account has been established for an issue. AMTEC utilizes the future value methodology, as required by the Regulations, to determine the rebate amount.</p> <p>Each rebate amount, either positive or negative, is determined along with the rate of return of the investment portfolio for each fund. The portfolio returns must be consistent with the computed investment yield.</p> <p>Investment Portfolio Evaluation. Along with the disbursement listings, we gather information on the unspent bond proceeds and investments. Each investment is valued for every calculation. AMTEC follows the regulatory valuation requirements and selects the most advantageous valuation method.</p> <p>The most advantageous valuation is the one that produces the smallest amount of rebate. We use care in these determinations to ensure market value fluctuations do not give rise to erroneous rebate returns.</p> <p>As a final control, the total income from the portfolio is identified and compared to the actual sums received. Project disbursements and investment income amounts are also balanced ensuring that all items have been identified and are recorded on the bank statement.</p> <p>Testing for Rebate Exceptions and Penalty in Lieu of Rebate Elections. (Calculate any penalties). Although it is not likely in the current interest rate environment, if the City elected to pay a penalty in lieu of rebate, AMTEC would make the required calculation every six months and prepare a report for the City. We would also prepare the IRS Form 8038-T, along with detailed instructions for payment.</p> <p>Once we have determined the rebate amount, we continue to test for exceptions from rebate. If a rebate liability has accumulated <i>and</i> the issue qualifies for an exception from rebate, we will issue our opinion utilizing the rebate exception criteria and the rebate would not be payable.</p> <p>If a penalty in lieu of rebate is elected, we would discover this election during our bond document review and apply the penalty test and remit any penalty on a timely basis in accordance with the Regulations.</p>

EXHIBIT B

City's Requirement	Task Description
<p>The Contractor shall provide an annual report, as well as any reports needed to be in compliance with the IRS reporting requirements to the City of Glendale, or any subordinate entities such as the Municipal Property Corporation (MPC) of Glendale, specifying Arbitrage Amounts based upon the investment schedule provided and the calculations of bond & investment yield.</p> <p>The contractor shall provide a preliminary annual report on the Arbitrage Liability as of June 30th no later than September 1st following the fiscal year end date (June 30) and the final report submitted 45 days later.</p>	<p>Deliver appropriate documentation required to support calculations. (Report to the City within fifteen business days of receipt of all required information to perform calculations.)</p> <p>Comprehensive Reports and Opinions</p> <p>The annual rebate report is a formal document issued together with an executive summary, all computation schedules and the professional opinion of AMTEC. Our opinion cites the various computation methodologies used to arrive at the rebate amount. If an issue qualifies for a rebate exception or we were required to treat proceeds differently, each process is identified.</p> <p>Proceeds subject to rebate exception, yield reduction and yield restriction are clearly defined in our final documentation and are reflected on each annual rebate report. All computations are completed in accordance with Section 148 of the Tax Code and the Treasury Regulations and delivered within fifteen business days of receiving the required documentation.</p> <p>Computational Policies, Procedures and Additional Controls</p> <p>Additional financial controls, achieved through the application of AMTEC's methodology:</p> <ul style="list-style-type: none"> • The identification of the rate of return from all investments which can be compared to the actual investment portfolio returns for accuracy. • The consolidated total of construction disbursements and investment income which can be balanced to the general ledger to ensure there are no erroneous postings or allocation errors. • All reports will be dated as of June 30th annually and on 5-year Bond Computation Dates as they occur. Reports will be delivered within 15 days of receipt of the required bond and investment documentation, in advance of the September 1st request date. <p>AMTEC will continue to deliver an annual executive summary for the City's issues following each fiscal year end in addition to the regular reporting identified above.</p> <p>The executive summary provides key information about each bond issue, the rebate liability and critical dates for each issue and is intended as an overview of the engagement for senior management.</p>

EXHIBIT B

City's Requirement	Task Description
<p>The contractor will retain the documentation of Arbitrage calculations as long as needed as well as represent and defend the City from IRS audits on Bonds that have calculations they have performed, at no additional cost.</p>	<p>Electronic Off Site Back-Up. We will provide the City with electronic back-up of all data and reports generated by AMTEC for a period that extends six years after the redemption or last maturity of an issue. This data is created daily and moved off-site to a secured storage facility.</p> <p>Should the City require additional support or assistance with records retention, documentation or retrieval of any items that are related to its rebate computations, they will be made available by AMTEC, upon request.</p> <p>Internal Revenue Service Reporting Requirements</p> <p>Prepare all filings required by the Internal Revenue Service necessary for the payments of arbitrage rebate or refunds.</p> <p>IRS Reporting. Should a rebate liability exist on a Computation Date, AMTEC would prepare the required transmittal documents for IRS reporting. The completed documentation and letter of instructions would be provided in advance of the payment due date. Formal rebate reports, complete with AMTEC's opinion, are delivered annually and on bond Computation Dates (five-year anniversary dates).</p> <p>Represent and defend the City as necessary in the event of an IRS inquiry. (Provide consultation to the City staff as necessary regarding matters related to provisions of the Internal Revenue Service Code).</p> <p>AMTEC will defend the City with any inquiry by the IRS for any rebate computation questions while the contract is in effect. AMTEC does not charge a fee for this service.</p>
<p>ADDITIONAL SERVICES</p>	<p>Recovery of an Overpayment. AMTEC will also prepare all required paperwork necessary for the filing of the recovery of an overpayment of rebate, including a detailed letter of instructions for the City to follow. We recommend that the City also file a power of attorney, authorizing AMTEC to discuss any questions related to rebate computation methodology to avoid delays in obtaining refunds.</p> <p>Regulatory Changes, Procedural Review and Recommendations</p> <p>During the course of the engagement, AMTEC provides its clients with detailed information on any changes to the Arbitrage Regulations. In addition, if changes in the Regulations would provide an improved rebate position or refund for the City, AMTEC would restate the computations for no additional fee and present it for internal review. All Regulatory sources are cited in this presentation.</p> <p>Maintain a tickler system which monitors critical deadlines, calculation due dates, rebate exception dates and expiration dates of temporary periods.</p> <p>During the engagement AMTEC will continue to maintain:</p> <ul style="list-style-type: none"> • The database that has been developed for the City; • Incorporate key information such as computation dates, temporary periods, bond yields and the current rebate liabilities; • Comply with various yield restrictions that may be placed on bond proceeds; and • Establish reserves for current and projected future rebate liability, years ahead of its due date.

EXHIBIT B

City's Requirement	Task Description
<p>ADDITIONAL SERVICES</p>	<p>Training of the Staff and Unlimited Support regarding arbitrage and rebate. This program is very interesting and provides financial professionals an overview of this topic, the Code and the Regulations. It is a user friendly presentation and blends the technical aspects of this topic into an understandable format. The presentation lasts about one-half day and will be provided upon request for no additional fee.</p> <p>Develop or Review the Post Issuance Tax Compliance Policy and Written Procedures and present this Program for Compliance to the staff, if necessary, thus enabling the City to "Check the Box" on lines 43 and 44 of IRS Form 8038/8038-G</p>

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EXHIBIT B

Scope of Services Summary

- Verification that each issue is subject to the rebate requirements.
- Calculation of the bond yield.
- Calculate the gross proceeds through a reconciliation of the sources and uses of funds.
- Calculation of the yield on all investments, subject to rebate, annually and upon the date that all bonds of an issue are retired.
- Determine the arbitrage rebate liability.
- Verification of whether a penalty in lieu of rebate has been elected.
- Testing for exceptions from rebate.
- Written explanation of the computation methodology and recommendations for rebate reserves. Each rebate report includes a written explanation of the methodology, assumptions and conclusions employed. Recommendations for rebate reserves or the elimination of negative arbitrage and recommendations for changes in record keeping and investment policy accompany each report.
- Delivery of updated calculations and formal rebate reports, rebate exception reports and penalty in lieu of rebate reports, each indicating the above stated information; the issuance of the AMTEC professional opinion stating that the computations are in accordance with the Code and Regulations.
- Delivery of appropriate documentation required to support all computations with each rebate report.
- Unlimited consultation with the City personnel, as necessary, regarding arbitrage related matters. Consultation on the results of our report with staff, bond counsel, auditors, trustees and the IRS, if requested.
- Monitoring of the City's ongoing compliance with all arbitrage requirements for its tax-exempt issues and the safeguarding of completed projects for a period of three years after the final redemption date of each issue.
- Assurance to the City that all current issues are in compliance with the Regulations and provide information on new regulations that may have an impact on past or future financings.
- Guarantee the completeness and accuracy of our work, computation methodology and positive compliance with the Tax Code and the Regulations.
- Preparation of IRS Form 8038-T with accompanying documentation, payment instructions and report delivery, within 15 days of the final computation date and 45 days prior to the payment due date, should a rebate payment be required.
- Review of existing accounting, investment and compliance practices. Written recommendations for improvements, if required.
- Assistance in the planning stages of new bond issues to discuss possible rebate exceptions, the pro-forma testing of anticipated expenditures of proceeds for rebate exception purposes based on a variety of investment scenarios.

EXHIBIT B

Project Management

AMTEC has assembled a Team of 4 senior managers and a reserve manager in support of this engagement. The Team assembled for the engagement will be led by Michael Scarfo, Senior Vice President of AMTEC. Mike has served as the City's Engagement manager since 2009 and understands the complexities of the bonds issued. He will be assisted by Heather Place, Lance Washington and Raymond Bentley.

Each member of the team is expert in the computation of rebate and the entire Scope of Work requested that are necessary to complete the engagement. We understand the unique nuances required for the City's calculations and have performed these many times in the past. We guarantee a uniform and accurate application of the Code and the Regulations. Each member of the team is immediately available and will be assigned for the duration of the engagement to ensure continuity of support to the City.

The team effort ensures that checks and balances, required for complex assignments, are maintained to validate the integrity of each rebate report. The expertise of the Team also ensures that rebate reports will be completed in accordance with the reporting schedule. We expect that rebate reports will be delivered within 15 days of receiving the requested bond and investment activity from the City.

Team Member Responsibilities

The Engagement Manager (Scarfo) maintains day-to-day contact with the City and is responsible for the overall effectiveness and outcome of the engagement. He has already developed and implemented the compliance plan for the City and will maintain contact with the City staff. He coordinates AMTEC's management and staff to ensure the flow of the work between our firms is efficient and that all predetermined time, service and other benchmark requirements are met. Reviews report drafts and approves the issuance of each formal report and executes the AMTEC opinion on behalf of the firm.

The Team Leader (Place) maintains day-to-day contact and ensures that the efforts of AMTEC's management and staff are directed to provide the City with clear and concise requests for data and financial information that is necessary to provide the arbitrage rebate computations and all tax-compliance requirements efficiently. Develops draft rebate reports and opinions for independent review by the Engagement Manager.

Senior Team Members (Washington and Bentley) are responsible for the technical processing of the bond information financial data that was gathered from bond and tax-counsel and the City staff. By receiving this data, the following is determined as of the closing date:

- Bond yield
- Sources and Uses of Proceeds
- Bond proceeds deposits into various funds and accounts
- Applicable restrictions
- Temporary Period
- Transferred proceeds

Once monthly activity statements are generated, the Team will also determine the arbitrage and/or yield restriction liability *and* the individual rate of return from every fund and account, as *well as* the consolidated rate of return for the overall issue.

Bond Counsel and CPA Compliance Partners. AMTEC retains bond counsel for our operations. Our bond/tax attorney is not our employee, but rather an independent, nationally recognized law firm. Soeder & Associates, LLC is an active bond and tax attorney firm that works in the tax-exempt market and renders tax opinions regularly.

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In addition to Soeder & Associates, LLC, our CPA Partner, Ross and Associates, PLLC, has worked on more than 500 refundings and other compliance issues with AMTEC and is available to assist. Each of these firms has worked with AMTEC for many years on both arbitrage rebate and refundings and are extremely knowledgeable in their field and recognized by their peers nationally, along with AMTEC, as tax professionals who understand arbitrage compliance, the Tax Code and the Regulations.

The key personnel to be assigned to the City are listed below:

Name/Title	Years' Experience
Michael J. Scarfo, Senior Vice President and Engagement Manager	14
Heather E. Place, Assistant Vice President and Team Leader	14
Raymond H. Bentley, President and Team Member	14
Lance J. Washington, Assistant Vice President and Team Member	5
William M. Pascucci, Chairman and Reserve Manager	29
Compliance Partners	
Lisa Soeder, Esq., Soeder & Associates, LLC	29
Charles Katz, Esq., Soeder & Associates, LLC	29
Bob Ross, CPA	29

Michael J. Scarfo, Senior Vice President and Engagement Manager, is a senior officer of the firm now in his 14th year of arbitrage rebate computational service. Mike has served as the Engagement Manager for the City of Glendale since our initial appointment in 2009. The expertise required to serve high profile clients was developed following many years of compiling arbitrage rebate computations for thousands of tax-exempt bond issues.

In addition to his service to the City of Glendale, Mr. Scarfo is engagement manager to the State of Mississippi and the Mississippi Department of Transportation, the State of West Virginia, Arizona Water Infrastructure Authority since 2007 and reappointed in 2013, the State of Maryland Water Quality Financing Administration since 2007, reappointed in 2012, the Cities of Laguna Hills, Santa Maria, Santa Monica and San Bernardino County, CA, the Cities of Phoenix and Tucson in Arizona, to name a few of his clients.

One of his most notable accomplishments includes securing the long-term successful engagement and subsequent renewals in Mississippi, Arizona and California. In his service to these clients, he has been responsible for managing the rebate computations for an average of 75 issues annually.

He presented computational documentation to the Internal Revenue Service resulting in receipt of rebate refunds for many of his clients. These accomplishments demonstrate his professionalism, expertise and application of the Regulations as well as the working relationships he has developed with his clients and the IRS. Through the effort of Mr. Scarfo, the City is assured that it will maintain compliance with the Code and the Regulations.

Mr. Scarfo is expert in the management of arbitrage computations as they relate to Parity Reserves and the allocation of income, uncommingling of funds and transferred proceeds computations that are required by these complex financings and arbitrage computations.

Mr. Scarfo is a graduate of the University of Utah and a member of the National GFOA, the Michigan School Business Officials and the Healthcare Financial Management Association.

Heather E. Place, Assistant Vice President and Team Leader, is in her 14th year of service to AMTEC. Heather has served as the Team Leader for the City of Glendale since our initial appointment in 2009. In addition to her assignment to the City of Glendale, Ms. Place is an Engagement/Project Manager/Senior Team Member to several large engagements that include Salt Lake County, the State of Connecticut, the University of Connecticut, the Connecticut Clean Water Fund and the City of Tulsa.

EXHIBIT B

Additionally, she has extensive single family and multi-family housing experience and is the Engagement Manager to the Housing Opportunities Commission of Montgomery County, Maryland.

In order to attain this level of expertise, she is proficient in the computations of arbitrage rebate for fixed and variable yield bonds, pooled financings, transferred proceeds, uncommingling of funds and the allocation of income and expenditures to bond proceeds and is the third senior manager who is qualified to develop, train and audit Post-Issuance Compliance Programs for AMTEC's clients. Ms. Place attended the University of Connecticut.

Raymond H. Bentley, President and Team Member, is the COO and has performed every job function at AMTEC in his 14 years of service. Mr. Bentley is thoroughly skilled in each aspect of the arbitrage rebate computational methodology, refunding verification process and the application of the Code and the Regulations.

In addition to his assignment to the City of Glendale, Mr. Bentley is Engagement/Project Manager to many of our state, county and city clients throughout the United States. His accomplishments are his ability to manage the largest of AMTEC's rebate clients and provide complex refunding verifications, at the same time, within very strict time frames. These functions have resulted in an extremely unique understanding and application of the Code and the Regulations. Mr. Bentley has presented a variety of educational materials to municipal and financial professionals on the topic of post-closing compliance strategies and arbitrage rebate best practices.

Mr. Bentley's clients include the State of Alaska Bond Bank, the State of New Mexico, the Kentucky Infrastructure Authority, the Massachusetts Development Authority and the State of Montana (Department of Natural Resources and Conservation).

Mr. Bentley is the one of the few professionals in the United States who manages a portfolio of arbitrage rebate computations, recovery of rebate overpayments and refunding verifications. Mr. Bentley is a graduate of Boston University and a member of the National Association of Bond Lawyers. Mr. Bentley has presented educational information on tax compliance and refunding verifications for the NAIPFA (National Financial Advisors). He is also an instructor at the annual South Carolina Financial Concepts and Strategies Institute (SCFCSI).

Lance J. Washington, Assistant Vice President and Team Member, is in his 5th year of service. In addition to his key position on the Arbitrage Rebate Team for the City of Glendale, he is 1 of 4 AMTEC officers trained in refunding verifications. He has completed in excess of 250 refunding transactions.

He has mastered refunding analytics and has achieved the highest level of understanding of the complex and widely accepted DBC refunding verification software. He is fully qualified as a professional in all phases of municipal finance, rebate and refunding making him an expert in the application of the Code and the Regulations as they relate to tax advantaged bonds.

Mr. Washington manages a series of complex arbitrage rebate computations in conjunction with other senior staff members of the firm. He is experienced in applying various computation methodologies through the issuances of variable and fixed rate debt. He is proficient in the computation of transferred proceeds, management of parity reserve allocations, allocation of bond proceeds to investment income and the allocation of expenditures.

Mr. Washington functions as a senior team member for several, state, county and city bond issuers to include the State of New Mexico, Placer County, CA, St. Lucie County, FL and Colorado Springs, CO and has been selected multiple times as the engagement manager for the refunding verification by the New York City Municipal Water Finance Authority, New York State Thruway Authority and the New York State Environmental Facilities Corporation. Mr. Washington is a graduate of Central Connecticut State University.

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AMTEC Reserve Staff

William M. Pascucci, Chairman and Reserve Manager, is the CEO and developed the arbitrage tracking program for the State of Connecticut Health and Educational Facilities Authority. Following his state service, Mr. Pascucci joined the firm of Roosevelt & Cross as a vice president and investment banker. Mr. Pascucci has a strong background in the feasibility, structure and quantitative analysis required by municipal investment bankers to issue new money and refunding bond issues having varieties of structure. As an investment banker for Roosevelt & Cross, Mr. Pascucci was responsible for the firm's higher education, healthcare and industrial development banking clients in Connecticut.

The sum of this expertise was utilized to develop the arbitrage rebate computation program and methodology that is responsible for AMTEC's growth and high standing among bond issuers. As a recognized expert in the field of tax-compliance on a national level, he has taught educational seminars to tax-exempt issuers, financial advisors and trustees throughout the United States.

Mr. Pascucci served in the U.S. Army between 1969 and 1971, including a tour of duty in Vietnam. While assigned to the 101st Airborne Division, he was awarded the Combat Infantryman Badge, Bronze Star and Air Medal. Mr. Pascucci is a disabled combat veteran.

Compliance Partners

Soeder & Associates, LLC. AMTEC maintains a close working relationship with Soeder & Associates, LLC, a nationally known bond and tax counsel. Ms. Soeder has significant expertise in tax law and is frequently bond and tax counsel to large issuers such as the State of Connecticut and many others. Please read her resume along with the resume of Charles D. Katz below.

CPA Partner, Ross and Associates, PLLC. Ross & Company is based in Louisville, KY and has operated as AMTEC's CPA for refunding verifications since 2002. Ross & Company has substantive government audit and compliance experience and is extremely knowledgeable in the field and recognized nationally, along with AMTEC, as a tax professional who understands tax compliance, the Tax Code and the Regulations.

Lisa P. Soeder – Tax Partner. Ms. Soeder has worked on various federal income tax issues, with particular emphasis on matters relating to the issuance of state and local government tax-exempt bonds, and has performed research, reviewed tax issues and participated in the structuring of issues of general obligation bonds of states and cities, revenue and private activity bonds. She has represented issuers, underwriters and borrowers in tax-exempt governmental construction and cash flow financings as well as taxable issues of bonds; in the development of clean water revolving loan fund programs; in the structuring of a convention center authority in Connecticut authorized to issue tax-exempt bonds; and in exempt small issues, exempt facilities and 501(c)(3) financings.

Ms. Soeder has been involved in the drafting of technical corrections to the Internal Revenue Code, several publications of the Practising Law Institute, CIFA and NABL regarding arbitrage and rebate, multi-family housing, pooled and SRF financings. She has served on the Board of Directors of NABL (1997, 1998, 1999), and has also served as the Editor-in-Chief of NABL's Editorial Committee which compiled, published and updated *Federal Taxation of Municipal Bonds*. She has served as Chair of the Pooled Financings and Bond Banks' Panel at the Bond Attorney's Workshop as the only lawyer on the Council of Infrastructure Financing Authorities Market Regulatory Committee and has been a frequent panelist on arbitrage and rebate matters, multi-family housing issues, pooled loan financings, and private activity bond topics at the NABL's Bond Attorney's Workshop and its Arbitrage Workshop, as well as for the Practising Law Institute, CIFA and other groups. She is currently the only bond/tax lawyer advising the United States EPA on issues pertaining to municipal finance.

EXHIBIT B

Charles D. Katz is an of-counsel tax and bond attorney, based in Chicago, Illinois. Mr. Katz is a tax partner at Michael, Best & Friedrich, LLP which is of counsel to Soeder & Associates. Mr. Katz began his career as a tax associate at Hawkins, Delaware & Wood in New York City where he worked from 1986 until he joined LeBoeuf Lamb Greene & MacRae's tax department in 1994. He was later a tax partner in Duane Morris's and Drinker Biddle and Reath's Chicago offices prior to joining Michael Best. Mr. Katz received his undergraduate degree from Union College and his law degree from Fordham University School of Law. He is admitted to practice in the States of New York, Illinois and Wisconsin, and is a member of the National Association of Bond Lawyers.

The legal team will review all arbitrage calculations, spending tests and computation methodologies utilized to ensure compliance with the Code and the Regulations in support of its unqualified legal opinion for each Computation Date report.

Bob Ross, Certified Public Accountant and Independent Compliance Officer, Louisville, Kentucky is a former IRS agent, now a practicing licensed Certified Public Accountant. He has 27 years of diversified public experience, with heavy emphasis on government compliance auditing, non-profit corporations, local government entities, school boards, tax return preparation, representation before government agencies and lecturing for various organizations and universities. Mr. Ross has worked closely with AMTEC over the last eight years, performing various compliance functions. Mr. Ross is a member of the American Institute of Certified Public Accountants, Association of Certified Fraud Examiners, the National Association of Accountants and the National Association of Tax Practitioners.

Summary

AMTEC understands the complexity of the City's engagement. We continue to assign our most senior professional staff to ensure the continuation of the engagement remains effective and that the momentum created by our professionalism will be guaranteed through the term of the ensuing contract period.

The Team proposed for this engagement is extremely experienced, efficient and has worked together for many years. This Team is also assigned to the State of New Mexico, the State of Alaska, the Minnesota Public Facilities Authority, the Cities of Tucson and Phoenix. They have already met and exceeded the expectations of these high profile clients.

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EXHIBIT C
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Annual Fee of \$350 for each bond issued. The annual estimate for bonds issued is currently 20. This may grow or decrease throughout the Term.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$45,000.

DETAILED PROJECT COMPENSATION

The annual fee under this Agreement for all calculations, including Computation Date calculations due for the 2016 year and all years thereafter under this Agreement \$350 for each bond issued. AMTEC will continue not to charge any additional fee for Computation Date Reports.

See Attached C1 for additional detail.

**CITY OF GLENDALE
GUARANTEED FEE SCHEDULE**

Pricing**Executive Overview**

In order to provide comprehensive computation and consulting services, we have developed a **guaranteed annual fee of \$350 for each bond issue**. The service requirements are known to us from our years of experience with the City and the updated information provided in this RFP. The guaranteed annual fee of \$350 represents 100% of the amount that will be charged.

Interpretation of Fees of Others

We have done our best to keep things easily understood. However, we have learned that the most complicated process in evaluating arbitrage rebate proposals is the actual fee you will be charged. Much of the confusion results when the consultant submits a low bid for a "basic service" with an "add-on" schedule. These add-ons can include variable rate calculations, transferred proceeds analysis, commingled funds analysis and IRS Form 8038-T filings. These consultants know that if they include the "add-on charges" for services you will require, their fees will increase. They are hoping your analysis of fees uses only their lower "base fee" for comparative purposes.

Recently, we reviewed a proposal from a consultant who submitted an RFP to a client they had been engaged for the last 10 years. Rather than disclose the actual fee (charged the year earlier), the consultant disclosed only a base fee with an add-on schedule for calculations they knew were required. In order to appear competitive in the RFP, this consultant would not disclose its actual intended fee until the computations were completed.

Computational Gimmicks

Many firms are unable to match AMTEC's **pricing and service**. In order to match our pricing the only option they have is to reduce services. Some firms will actually entice you to ignore your requested requirement for annual computations and try to convince you that money can be saved if you **do NOT require annual computation**. These firms try this tactic because they cannot compete with AMTEC's annual service for the fees we are quoting.

In order to provide the appearance of competition, they offer rebate computations **ONLY** after the second or third anniversary from the closing date and again on the 5th-year Bond Computation Date. This amounts to providing 2 computations over the entire 5-year computation period. AMTEC is offering 5 annual computations that others are charging for 2 computations. AMTEC is providing 60% more service for the same fee or often, a lesser fee.

Please remember that the City has requested annual arbitrage rebate computations in its RFP. Annual computations are important due to the commingled debt service fund used by the City for its debt service payments and other bond indenture requirements. Do not be misled by offers that provide less service.

**ALL SERVICES ARE INCLUDED IN AMTEC'S GUARANTEED FEE.
THERE ARE NO ADDITIONAL COSTS.**

We believe that firms offer complex and unclear pricing structures for two reasons. First, they are attempting to confuse you. They do not clearly state the true price for a calculation until after they have had an opportunity to increase the price with their add-on charges discussed above.

Secondly, they can be inattentive and not spend the time and effort to research the history of your bonds or analyze your CAFR and Official Statements prior to submitting their Proposal. It is much easier for them and to give a standard set of base fees with a variety of "add-ons" and let you try to figure out the actual cost.

This goes against AMTEC's philosophy. We offer **EVERY** client a **GUARANTEED** fee prior to beginning each engagement. Other firms may state that it is impossible for any company to offer a guaranteed fee. *This is simply untrue or we could not have been in business for 25 years.*

AMTEC does not charge any additional fee for the following:

- Yield Restriction Analyses.
- Commingled Funds Analyses.
- Transferred Proceeds Analyses.
- Variable Rate Issues.
- Periods in Excess of Twelve Months.
- Follow-up consultation and services after completion of the arbitrage calculation.
- Amending calculations if new Regulations require a restatement of any previous computation.
- Planned travel to the City.
- Assistance in the event of an IRS inquiry.

We try our best to keep things simple and provide unparalleled service to each of our clients.

Fees for Existing Issues

The guaranteed annual computation fee for any existing issue will be \$350.

New Issues

The guaranteed annual computation fee for any new issue will be \$350.

Why are AMTEC's fees so reasonable?

AMTEC began reducing its fees in 2010. The overwhelming reason for the fee reduction was based upon significant investments in technology. AMTEC was always a leader in providing excellent service for reasonable fees. This may have been the reason the City first selected AMTEC and we believe we lived up to that standard. The innovations over the last 5 years have resulted in additional fee reductions that we share with all of our clients and are described on page 2 of our Proposal.

Summary

Our clients ask how we can provide our services for a fraction of the fees that others charge. There is no secret: we are very specialized and extremely efficient. We have made significant investments in technology to keep ahead of our competition. We assure you that we understand your bond issues and our business. This is evidenced by 25 years of arbitrage rebate computation services and refunding verifications for more than 5,800 bond issues.

Before many of our clients engaged AMTEC as rebate computation consultant, they paid fees that were two to three times greater than those they pay AMTEC today. We believe that the City also paid much higher fees before it engaged AMTEC.

Our new clients are always pleased with the level of AMTEC's service. Each strongly believes they have selected the best firm suited to meet their needs for arbitrage rebate and tax compliance. We trust that the City has also made this determination.

END OF SUBMISSION

EXHIBIT D
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
 - 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
 - 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
 - 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.
 4. **Exceptions.**
 - 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
 - 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
 - 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.