# Agreement
# for
# Municipal Advisory Services

THIS AGREEMENT, is being entered into as of the ___ day of _____, ____ by and between Ivins City, hereinafter "City" and ZIONS PUBLIC FINANCE, Inc., a wholly-owned subsidiary of Zions First National Bank, hereinafter "Zions".

**WITNESSETH**

WHEREAS, the City desires to receive professional advice from an independent Municipal Advisor; and

WHEREAS, Zions desires to provide such advice and service to the City; and

WHEREAS, Zions is an independent Municipal Advisory firm, fully registered as such with both the Securities Exchange Commission and with the Municipal Securities Rulemaking Board; and

WHEREAS, the City desires assistance from Zions relating to the following: (check all that apply)

___ All financings of the City, including, but not limited to general obligation bonds, revenue bonds, lease revenue bonds, special assessment bonds, tax increment bonds, notes, and leases issued by the City, its Municipal Building Authority, Local Building Authority, RDAs, EDAs, and CDAs.

___ Only the following financings _____(please specify)_____

___ Optional Services _____(please specify)_____

NOW, THEREFORE, the City and Zions agree as follows:

1. Zions Bank Public Finance acknowledges that, under this Agreement, it has a fiduciary duty to the City and agrees to act in the City's best interests. Zions agrees to provide the following services to the City as requested:

(a) Render expert financial advice and assistance on fiscal matters pertaining to debt policies and procedures, the level and trend of fund balances, debt ratios, funding options, and the issuance and sale of the City's securities, including notes, bonds, leases, and other forms of securities or financings.

(b) Provide written advice and recommendations concerning financing structures including length of amortization, ratings and insurance, maturity schedules, interest rates, call provisions, premiums and discounts, security provisions, coverage covenants, and other terms of existing or proposed debt which Zions believes will be most satisfactory to the City's goals and objectives.

(c) Assist in the selection of other financing team members including, but not limited to, bond counsel, disclosure counsel, underwriter(s), trustees, paying agents, bond registrars,

escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants, etc. Zions will quarterback the financing team with the task of keeping team members on schedule and within budget.

(d) Work cooperatively with the City's other financing professionals to the end that securities may be legally and successfully sold and issued. All other financing professionals will be paid by the City.

(e) Advise and assist in selecting the most advantageous method of sale.

(f) If a negotiated sale is deemed most advantageous to the City, Zions will assist in soliciting and analyzing underwriter proposals, and selecting the underwriter(s). Zions will also provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).

(g) If a competitive sale is selected, Zions will coordinate with the provider of the electronic platform and provide all information necessary to offer the securities using this method. Zions will verify the calculation of the winning bidder and restructure the maturities to provide the City with its desired payment structure.

(h) Attend meetings as requested by the City to discuss and formulate plans about proposed financings. This may include public hearings and formal meetings of the City's governing body.

(i) Assist the City in its preparation of financing documents, data, etc. as may be required by any state or federal agency, rating agencies, bond insurers and underwriters.

(j) Assist with the preparation and review of an Official Statement, or other offering documents for each security issue, setting forth financial and other information about the City and the securities being offered for sale.

(k) Participate in a "Due Diligence" meeting of the City prior to the finalization and distribution of any Official Statement in an effort to ensure full and complete disclosure of all information which could be considered "material" to any purchaser of bonds. City understands that as a condition of marketing the bonds, it will be necessary to authorize and direct its appropriate officers to execute a certificate for insertion in the Official Statement and closing documents, confirming the truth and accuracy of all information contained in the Official Statement.

(l) Deliver the Official Statement or other offering document, together with the Notice of Sale, to underwriters or potential purchasers of the City's securities.

(m) Submit information concerning the proposed financing(s) to selected rating agencies in an effort to obtain favorable ratings on the City's financings.

If requested, Zions will organize, assist in the preparation of, and participate in the City presentations made to rating agencies, bond insurers, or investors in New York City, San

Francisco, or other locations. The actual fees and related expenses of any such presentation are to be paid by the City.

(n) Coordinate the closing of the debt issue, including the transfer of funds and the delivery of the securities to the underwriter(s) or purchaser(s).

(o) Assist with post-closing compliance issues such as private use and tax-exemption issues, audits by regulators or federal agencies, arbitrage compliance, etc.

(p) Monitor market conditions to identify refunding opportunities for interest savings. Analyze purported savings in refunding proposals made by other market participants.

(q) Advice concerning bond elections, including tax impact calculations, voter information pamphlets, election strategy, and information for media packets, etc.

(r) Prepare studies regarding general plans, capital facility plans, impact fees, utility rates, tax increment studies, economic development studies, feasibilities studies, business license fees, grants, and other studies as requested by the City.

## Optional Services

(s) Draft the Preliminary Official Statement and the Final Official Statement.

(t) Perform the administrative functions of billing, collecting for special assessment areas. This includes keeping the accounting records and preparing periodic reports on the status of the assessments, reserve funds and payment histories of each property owner. Zions will also coordinate with the City's foreclosure trustee if needed.

(u) Assist in gathering, preparing and submitting information to the MSRB's EMMA repository all information necessary to comply with the City's continuing disclosure obligations. Zions will also monitor and help provide compliance with all material event notices that must be filed to comply with SEC regulation 15c2-12.

2. Zions hereby confirms that it is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board (the "MSRB"). Under MSRB Rule G-23, Zions will not serve as underwriter for any bonds to be issued in a financing for which we are acting as the City's Municipal Advisor.

Zions will not provide municipal advisory services to the City under this Agreement with respect to any commercial banking transaction between the City and Zions, including but not limited to bank loans and leases, lines of credit, liquidity facilities, letters of credit, credit cards or other forms of credit enhancement or direct purchases of the City's bonds or leases.

3. The City agrees that in consideration for the foregoing services to be performed by Zions, the City will do the following:

(a) The City will cooperate with Zions and will provide all information which is reasonably required to enable Zions to fulfill its duties to the City.

(b) The City will pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.

(c) The City will furnish Zions with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by the City.

(d) The City will pay Zions for services herein outlined and other services incidental hereto in accordance with **Exhibit A** of this Agreement.

4. It is understood that the execution of this Agreement secures the services of Zions as the City's Municipal Advisor for a period of five (5) years. Either party may cancel and terminate this Agreement, for any reason, 60 days prior to any anniversary date of the Agreement.

5. The information used in developing forecast assumptions will be derived from published information and other sources that Zions considers appropriate. However, Zions does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, Zions does not represent that any projections of growth will be representative of the results that actually will occur.

6. Zions agrees to indemnify, save harmless and defend the City from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of Zions' negligent performance hereunder as such negligence may be determined by law.

7. Zions' services consist solely in providing expert and experienced assistance to municipalities as a municipal advisor and consultant. Zions does not render any legal, accounting or actuarial advice.

8. This Agreement constitutes the entire Agreement between the parties.

9. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of Utah.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Ivins City

Washington County, UTAH

By _____
[Officer]

ATTEST:

_____

ZIONS PUBLIC FINANCE, Inc.
A wholly-owned subsidiary of
Zions First National Bank

By _____
[Officer]

# Exhibit A

## FEE Schedule

## For Services outlined in Section 1(a) through 1(q) of the Agreement

**For General Obligation Bonds**, the City will pay Zions a fee equal to $2.00 per $1,000 of proceeds delivered, with a minimum fee of $15,000.

**For Revenue Bonds**, the City will pay Zions a fee equal to $2.75 per $1,000 of proceeds delivered, with a minimum fee of $15,000.

**For Lease Revenue Bonds**, the City will pay Zions a fee equal to $3.00 per $1,000 of proceeds delivered, with a minimum fee of $20,000.

**For Tax Increment Bonds**, the City will pay Zions a fee equal to $3.30 per $1,000 of proceeds delivered, with a minimum fee of $25,000.

**For Special Assessment Bonds**, the City will pay Zions a fee equal to $4.00 per $1,000 of proceeds delivered, with a minimum fee of $25,000.

**For Private Activity Bonds and other Conduit Bonds**, the City will pay Zions a fee equal to $3.00 per $1,000 of proceeds delivered, with a minimum fee of $20,000.

## FEE Schedule

## For Studies Services outlined in Section 1(r) of the Agreement

If the City desires that Zions prepare a study as outlined in Section 1(r) above, the City will pay Zions an additional, mutually-agreed upon fee after the scope of the study has been determined.

# Fee Schedule for Optional Services

## For POS and OS Services outlined in Section 1(s) of the Agreement

If the City desires that Zions draft the preliminary official statement and final official statement, the City will pay Zions an additional fee of $5,000 for each issue.

## For Special Assessment Administration Services outlined in Section 1(t) of the Agreement

If the City desires that Zions administer the billing, collecting and accounting functions related to Special Assessment Areas, the City will pay Zions an additional, mutually-agreed upon fee after the scope of these services has been determined.

## For Continuing Disclosure Services outlined in Section 1(u) of the Agreement

If the City desires that Zions prepare and file its continuing disclosure reports required by SEC Regulation 15c2-12, the City will pay Zions an additional, fee based on the following schedule:

| Filing Fees[1]: | Fee for Annual Financial Information Filing |
|---|---|
| **Base Fee for all General Obligation Bonds Issued** | $2,000.00 |
| **Additional Bonds Issued:** | |
| Lease Revenue Annual Appropriation Bonds (includes all lease revenue bonds issued)..... | 500.00 |
| Revenue Bonds (includes all enterprise revenue bonds issued)..... | 1,500.00 |
| Tax Increment Bonds (includes all tax increment bonds issued)..... | 1,500.00 |
| Excise Tax Revenue Bonds (includes all excise revenue bonds issued)..... | 1,500.00 |
| University or College Revenue Bonds | |

[1] Zions reserves the right to increase the annual information filing fee (singularly or collectively for all types of bond issues) by not more than 2% per year for cost inflation factors. Zions will notify the issuer of these increases at each billing period.

| | |
|---|---|
| (includes all university or college revenue bonds issued)..... | 1,500.00 |
| Other | |
| (includes all other bonds issued)..... | 500.00 |

**Material Event Notice Filing Fees:**

| | |
|---|---|
| Fee for Late Filing (submitted after [Insert date])..... | 750.00 |
| Fee for Material Event Filing..... | 500.00 |

Annually, operating and financial information and audited financial statements will be submitted to the Electronic Municipal Market Access ("EMMA") by [insert date]. If the information is not filed within the specified timeframe, a Material Event Notice will be filed indicating the "late filing."

When applicable, Zions Public Finance, Inc. would charge a filing fee for services rendered in the event of a Material Event Notice. A "Material Event" in which disclosure is required may consist of the following:

(a) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) Business Days after the event:

(i) Principal and interest payment delinquencies;
(ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
(iv) Substitution of credit or liquidity providers, or their failure to perform;
(v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;
(vi) Defeasances;
(vii) Tender offers;
(viii) Bankruptcy, insolvency, receivership or similar proceedings; or
(ix) Rating changes.

(b) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:

(i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
(ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
(iii) Non-payment related defaults;
(iv) Modifications to the rights of the owners of the Bonds;
(v) Bond calls; or
(vi) Release, substitution or sale of property securing repayment of the Bonds.