



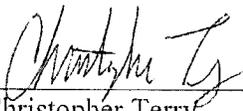
Capitol | PFG

Crafting Optimal Financial Solutions

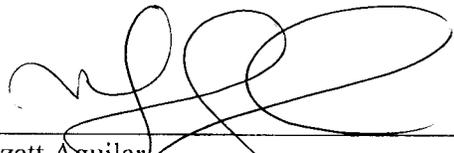
CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is hereby made between the Sylvan Union School District ("Client") and Capitol Public Finance Group, LLC ("Capitol PFG"). Capitol PFG agrees to provide the "Services," as more fully defined below, to Client and Client agrees to pay to Capitol PFG based on the terms of the Consultant Services Order, as more fully defined below.

1. Definitions. The following definitions shall apply to this Agreement.
 - a. The "Commencement Date" shall be September 24, 2019.
 - b. The "Termination Date" shall be the June 30, 2020.
 - c. The "Agreement Term" shall begin with the Commencement Date and shall end with the Termination Date.
 - d. The "Consulting Services Order" shall include the Services and the Consultant Services Fee.
2. Services. The duties and tasks to be performed by Capitol PFG (the "Services") shall be outlined in the attached Consulting Services Order(s). During the performance of such Services by Capitol PFG, the Client will retain and exercise decision-making authority over the Services performed by Capitol PFG. The Services may include a development schedule and milestones. Under the terms of this Agreement, Capitol PFG and Client may add additional Services as agreed upon. These additional Services shall be put in writing in a Consulting Services Order and attached to this Agreement.
3. Payment. Client shall pay Capitol PFG based on the terms of the attached Consulting Services Order(s). The attached Consulting Services Order(s) includes a "Payment Schedule" that shall include invoicing terms of the Consulting Services.
4. Termination. Either party may without cause terminate this Agreement by delivering to the other party written notice via U.S. Mail, facsimile, or personal delivery (but not by electronic mail transmission) expressing a desire to terminate this Agreement (a "Termination Notice"). Termination shall be effective immediately upon receipt of a Termination Notice.



Christopher Terry
Capitol Public Finance Group, LLC



Lizett Aguilar
Assistant Superintendent of Business Services
Sylvan Union School District

Date: 9/24/2019

Date: 10/12/19

CONSULTING SERVICES ORDER

This Consulting Services Order (“CSO”) is an attachment to the Consulting Services Agreement made between the Sylvan Union School District (“Client”) and Capitol Public Finance Group, LLC (“Capitol PFG”).

Services	Consulting Service Fee	Payment Schedule
Preparation of a Level 1 Developer Fee Justification Study (“Study”), preparation of approving resolution and publication of required notice of public hearing.	A flat fee of \$4,500 plus Modesto Bee publication expenses for preparation of Study. An hourly rate of \$195 in the event Capitol PFG is requested to attend any meetings.	Invoiced upon approval of the Study by the Sylvan Union School District Board of Trustees.