



Capitol | PFG

Crafting Optimal Financial Solutions

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is hereby made between the Alpine County Unified 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 July 1, 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

Klaus Leitenbauer
Business Manager
Alpine County Unified School District

Date:

5/7/2019

Date:

5.7.19

CSO No. 2019-1

CONSULTING SERVICES ORDER

This Consulting Services Order ("CSO") is an attachment to the Consulting Services Agreement made between the Client and Capitol PFG.

Continuing Disclosure Services:

Provide Dissemination Agent services as described in the Continuing Disclosure Certificates (CDCs) related to all outstanding debt of Client and Certificate of Acceptance of Dissemination Agent (attached).

Consulting Service Fee:

Annual Report Filing

Capitol PFG will receive a fee of \$3,000 plus expenses. Expenses related to this service involve statistical data reports provided by outside vendors.

Material Event Filing

Capitol PFG will receive a fee of \$500 per filing.

Payment Schedule:

The Consulting Service Fee will be invoiced upon completion and submittal of the Annual Report and Material Event filings.

Certificate of Acceptance of

Capitol Public Finance Group, LLC as Dissemination Agent

The purpose of this Certificate of Acceptance ("Certificate") is to assist the Client with meeting its continuing disclosure responsibilities under S.E.C Rule 15c2-12(b)(5). Upon acceptance of this Certificate, Capitol PFG will perform the following services as a third party Dissemination Agent:

- Annually request financial information and operating data from the Client. Such request will be made at least 30 days prior to the Annual Report filing due date. The information request will include a review of a material event checklist.
- Monthly request update on issuance of any Financial Obligations or events reflecting financial difficulties, interactions with rating agencies, or change in Client contacts.
- Seek methods to improve the Client's continuing disclosure filings, including making it easier for investors to locate filings.
- Annually file and appropriately cross reference the Client's Comprehensive Continuing Disclosure for all outstanding debt governed by a continuing disclosure certificate. Capitol PFG will provide the Client with the Annual Report prior to its filing.
- Prepare continuing disclosure log of outstanding debt and review, amend and/or file any late or incomplete continuing disclosure filings.
- File material and significant event notices within 5 days of receipt.
- Annually provide the Client with its fee proposal for Dissemination Agent Services.
- Capitol PFG is obligated to provide Dissemination Agent services only upon written direction by the Client.

The Client agrees to assist Capitol PFG as Dissemination Agent by doing the following:

- Timely provide financial information, operating data and the material event checklist as requested by Capitol PFG.
- Notify Capitol PFG of any events that are listed as a material or significant events within 5 days of having knowledge of such event.
- Review and acknowledge the Annual Report prior to its filing.
- Compensate Capitol PFG for its services in accordance with its fee schedule, and reimburse Capitol PFG for all expenses incurred in the performance of its duties as Dissemination Agent.
- Annually provide written acceptance of Capitol PFG's fee proposal to take effect.
- The District may terminate Capitol PFG as Dissemination Agent at any time with written notice.