

RESOLUTION 20-36

**A RESOLUTION TO AUTHORIZE ISSUANCE OF REQUEST FOR
QUALIFICATIONS FOR MUNICIPAL FINANCIAL ADVISORY
SERVICES**

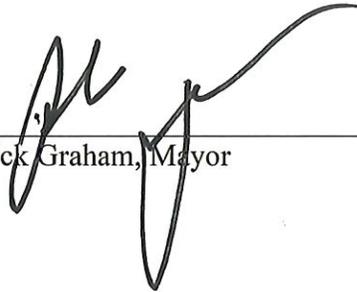
WHEREAS, the City of Spring Hill Board of Mayor and Aldermen wishes to retain a highly qualified Municipal Financial Advisor service provider to assist the Board of Mayor and Alderman and City staff in securing the best solutions for financing the capital investment needs of the City; and

WHEREAS, developing financial solutions will require advisory services including, but not limited to, debt policy review, debt service and budget analysis, market monitoring for refinancing opportunities, preparation and review of materials for bond rating interviews, and other services related to issuance of debt obligations; and

WHEREAS, municipal financial advisor services are a professional service and to properly procure such services it is recommended that the City issue a Request for Qualifications.

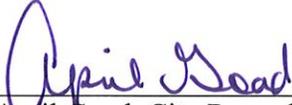
NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorizes City staff to advertise Request for Qualifications attached hereto and accept statements of qualifications for Municipal Financial Advisory Services.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 16th day of March, 2020.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



**City of Spring Hill
Budget & Finance Advisory Committee
and
Board of Mayor and Aldermen**

Date: March 10, 2020
From: Patti Amorello, Finance Associate (Part-time)
Re: Request for Qualifications-Municipal Financial Advisory Services

RESOLUTION NUMBER 20-36 – A RESOLUTION TO AUTHORIZE ISSUANCE OF REQUEST FOR QUALIFICATIONS FOR MUNICIPAL FINANCIAL ADVISORY SERVICES

At the Work Session on March 2nd, the Board of Mayor and Aldermen had dialogue regarding engaging a Municipal Financial Advisor. The Advisor would review and make recommendations regarding the City's Debt Policy and provide other debt-related services including assisting and advising with long-range financial plans, debt structuring and policy issues, the sale of bonds, and providing educational and research services.

To appropriately procure the services of a Municipal Financial Advisor, a Request for Qualifications has been prepared.

ATTACHMENTS: Resolution 20-36, Request for Qualifications – Municipal Advisor - Financial Advisory Services.

RECOMMENDATION: Approve Resolution 20-36 and authorize issuance of Request for Qualifications.



CITY OF SPRING HILL, TN

REQUEST FOR QUALIFICATIONS

MUNICIPAL ADVISOR - FINANCIAL ADVISORY SERVICES

The City reserves the right to reject any or all Proposals regarding the quote, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

Projected Timeline:

RFQ Release	March 22, 2020
Deadline for written submittal of questions	April 2, 2020 at 2:00 p.m. CST
Addendum release date (if applicable)	April 9, 2020
Proposals Due	April 16, 2020 at 2:00 p.m. CST
Interviews with Finalists (tentative)	April 23-24, 2020
Selection of Finalists	April 27-28, 2020
Budget & Finance Advisory Committee	May 4, 2020
Board of Mayor & Aldermen work session	May 4, 2020
Board of Mayor & Aldermen voting meeting	May 18, 2020

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1. Introduction

The City of Spring Hill, Tennessee (“Spring Hill”) is soliciting statements of qualifications from qualified firms to provide Municipal Advisor (“MA”) services, as defined within the meaning of Municipal Advisor as promulgated by the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB). The purpose of this Request for Qualifications is to solicit responses from individuals or firms qualified and competent to render these services.

2. Background

Spring Hill is located approximately 30 miles south of Nashville and spans two counties: Maury and Williamson. The City has an estimated 2018 population of 40,436 and 2020 taxable assessed valuation of \$1,364,648,855. The City operates on a fiscal year beginning July 1st and ending June 30th. Industries providing employment include automotive-related suppliers including the General Motors Spring Hill Manufacturing Facility, other service providers, health services, government and retail trade. For the fiscal year ending June 30, 2020, the City appropriated expenditures totaling \$67,945,315 (budget). The City currently has \$23.8 million in general obligation debt and \$14.1 in utility system debt and maintains a AA rating from Standard & Poors.

3. Overview

Spring Hill’s current and future financing needs include these areas:

- **General Obligation Bonds.** As of June 30, 2019, the Spring Hill had approximately \$23.8 million outstanding in General Obligation Bonds (\$7.3 million), Notes (\$3.8 million) and a loan from the Tennessee Municipal Bond Fund (\$7.3 million drawn from a total authorized amount of \$12.7 million). It is possible that the balance on that loan may be repaid in the near future and that the remainder of the available proceeds will not be drawn). In February 2020, the City authorized issuance of a \$25 million loan through the Tennessee Municipal Bond Fund (through the Public Building Authority of the City of Clarksville, Tennessee) for public works/road/infrastructure projects, primarily associated with a new I-65 Interchange. The City’s Capital Improvement Program projects are extensive and the CIP budget calls for an additional \$51 million in bonds over the next five years.
- **Revenue Bonds for the City’s Water and Sewer System.** As of June 30, 2019, the System had \$14.1 million outstanding in outstanding debt, including \$2.7 million in revenue bonds, \$10.7 million in State Revolving Fund loans, \$374,000 from a State of Tennessee loan and \$345,000 from an outstanding capital outlay note. Spring Hill’s Capital Improvement Program calls for an additional \$25 million in revenue bonds over the next five years.

4. Purpose/context; information supplied

Spring Hill is seeking to retain a highly qualified service provider with recognized competence and integrity to assist City staff in securing the best solutions for financing the capital investment needs of the City. Developing solutions will require advisory services including, but not limited to, debt policy review, debt service and budget analysis, market monitoring for refinancing opportunities, preparation and review of materials for bond rating interviews, and other services related to issuance of debt obligations.

The Municipal Advisor relationship, paid through a fee-for-service basis, is a primary requirement of the advisor(s) hired as a result of this Request for Qualifications.

The services provided by the advisor(s) will be objective and exclusively benefit Spring Hill. A fiduciary relationship as promulgated by MSRB Rule G-23 is required.

5. Term of award

The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of three (3) years, effective upon acceptance by Spring Hill. For each such contract, at any time after commencement but before or as soon as practicable after the expiration of this term of award, Spring Hill and the service provider through mutual agreement may choose to exercise an option to extend the term of award twice, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension 60 days before expiration; (b) that the decision to exercise such an extension is memorialized in writing and is executed by one or more authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except pricing which may be re-negotiated for each extension; and (d) that if the service provider chooses not to consent to an extension to the term of award, then it shall notify Spring Hill of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that Spring Hill and the service provider each specifically retain the right, with or without cause, not to extend the term of award for each such contract.

6. Anticipated scope of work and deliverables

The service provider(s) shall provide independent financial advisory services to Spring Hill primarily for general obligation bond sales, revenue bond sales, bond refunding, bank loans and other financing transactions, as well as general financial advisory services in connection with bond issuance. Such services are anticipated to include, but may not necessarily be limited to:

- A. Debt Management Program – including, but not limited to:
 - 1. Assist and advise in maintaining a long-range financial plan for Spring Hill.
 - 2. Assist and advise in the development of debt limits, debt service coverage ratios, debt capacity, call feature structure, reserve funds or other debt policies as requested.

3. Assist in the procurement and negotiation of credit support mechanisms as needed.
4. With input from Spring Hill, annually solicit proposals for and select bond service providers including paying/escrow agent, verification agent, auction services, and other service providers.
5. Identify policy issues and direction(s) related to effective administration of the capital improvement program.
6. Assist and advise in debt structure and/or restructuring decisions.
7. Monitor and advise debt refunding opportunities.
8. Prepare outstanding principal and interest debt schedules for each issue.
9. Compute requested debt calculations such as total debt to estimated market value, total debt to assessed value, total debt per capita, net debt to estimated market value, net debt to assessed value, net debt per capita periodically
10. Work with Spring Hill's Finance Director, Finance Department staff, legal counsel, bond counsel and disclosure counsel to maintain an effective and compliant debt program.

B. Bond Sale Service – including, but not limited to:

1. Assist in the marketing and sale of bonds.
2. Assist in preparation of bond sale documents.
3. Assist in evaluating and re-evaluating existing bids and proposals as they relate to bond sales.
4. Analyze the market conditions prior to, during, and subsequent to the bond sale. Summarize the reception of the bonds in the market and evaluate performance relative to the market and other securities of similar credit.
5. Provide due diligence review of underwriters for proposed negotiated sales.
6. Advise on the recommend method of sale, i.e., competitive or negotiated.
7. Assist with preparation for and act in the leadership role for rating agency presentations and follow-up.
8. Advise on credit enhancement options.
9. Coordinate the distribution of all electronic and printed documents.
10. Evaluate bids and confirm the lowest and best bid, verify true interest cost and compliance with notice of sale.
11. Negotiate with winning underwriter to restructure and size as necessary.
12. Prepare summary of sale and recommendation letter to Spring Hill.
13. Prepare final closing document.
14. Prepare post sale analysis and final pricing report.

- C. Education/Research Services – including, but not limited to:
1. The service provider(s) will be pro-active in providing information to Spring Hill regarding issues, trends and practices in municipal financing that may be considered for further study and evaluation.
 2. The service provider(s) will provide technical advice as requested by Spring Hill, orally or in written form, concerning miscellaneous issues and questions that may arise relative to debt structure, the financial markets in general, budget development, levels of liquid reserves, taxation rates, sensitivity to adverse financial impacts, modeling of restricted revenue funds, or any other topic of financial interest.
 3. The service provider(s) will assist Spring Hill in responses to audits from the Internal Revenue Service and information requests from regulatory bodies, such as the SEC and MSRB and the Comptroller’s Office.
 4. Assist in providing “fair value” / mark-to-market valuations for debt-related derivative instruments.
- D. Alternative Financing – including, but not limited to:
1. Present alternatives to municipal bonds in a debt program.
 2. Analyze and explain the impact of alternative financing.
 3. Advise on structure and management of alternative financing.

7. Evaluation criteria

Responses to this Request for Qualifications shall be evaluated by a selection committee comprised of the Finance Director, Assistant City Administrator, City Administrator and Finance Associate for recommendation to the Board of Mayor and Aldermen. The following criteria shall be used to evaluate response submittals:

- A. Experience and qualifications: Experience and qualifications of the firm, as well as of key personnel to be assigned to the project, with projects of similar scope for clients of similar description. Quality and relevance of the identified client references. Any conflicts of interest between the firm and/or their key personnel and Spring Hill. Whether the firm has the financial wherewithal to perform the services anticipated by this Request for Qualifications. Value: up to 60 points.
- B. Unique strengths of the potential service provider: Exceptional, value-added features or capabilities of the firm and/or individuals that would be assigned to the project/client; identifiable differentiation(s) between the firm and its competition. Unique strengths of the response submittal. Value: up to 10 points.
- C. Thoroughness and quality of response submittal: Thoroughness and degree of responsiveness of the response submittal to the entire procurement solicitation. Degree to which the response submittal conveys an understanding of Spring Hill’s needs. Degree to which the response submittal describes the likely results of Spring Hill accepting the respective response submittal and whether those results would address Spring Hill’s purpose and objective. Value: up to 30 points.

8. Information required to be included in response submittal

The following information shall be included by the potential service provider in its submittal in order for it to be considered responsive:

A. Experience and qualifications:

1. Overview of the firm including organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) and a brief history.
2. Describe the firm's experience, expertise, and capabilities with respect to local government clients.
3. Identify key personnel that would be assigned to this project, including each member's education, certifications, experience, and qualifications. Indicate the degree of availability of each identified individual for this project/client.
4. Identify the number of additional projects/clients which will be managed by key personnel during the timeframe of the Spring Hill term of award.
5. Identify how long the organization has been providing the services being anticipated by Spring Hill's Request for Qualifications.
6. Describe the firm's past success at services being anticipated by Spring Hill's Request for Qualifications for similar projects/clients.
7. Provide examples of work produced for similar projects/clients.
8. Indicate the number of projects/clients you and/or your firm currently service in the public sector and the number of public sector projects/clients you or your firm have serviced in the last three (3) years.
9. List at least three (3) but no more than five (5) clients for whom the firm has provided services closely resembling the services being anticipated by Spring Hill's Request for Qualifications within the last three (3) years. For each client, describe the type of work performed by the firm, indicate similarities and differences of the client with Spring Hill, and note the period of time the firm was or has been retained as a client. For each client, include the name, title, street address, e-mail address, and phone number of a contact person that Spring Hill may contact as a reference. If Spring Hill is a recent client of the firm for similar services, then include Spring Hill as the fourth or fifth reference.
10. Indicate the presence or absence of any conflict of interest between the firm and/or its key personnel and Spring Hill.
11. Provide evidence of the firm's financial wherewithal to perform the services anticipated by this Request for Qualifications.
12. Indicate the ability of the firm to meet Spring Hill's insurance requirements (see below).

B. Unique strengths of the potential service provider / response submittal:

1. Describe the exceptional, value-added features of your response submittal.
2. What sets your firm apart from your competition?

C. Thoroughness and quality of response submittal:

1. Provide evidence that you understand Spring Hill’s service needs as anticipated in this Request for Qualifications.
2. Affirm that you have responded thoroughly to this Request for Qualifications, including the companion documents that, with this Request for Qualifications, comprise the entire procurement solicitation.
3. Describe the likely results of Spring Hill choosing your firm.
4. Indicate whether those results would address Spring Hill’s purpose and objective.

D. Sample contract for services to be provided; including a proposed fee structure:

Note: The City prefers to use its standard professional services agreement format (sample attached)

1. Identify hourly rate structure and if any fees are proposed on a not-to-exceed basis,
2. Describe any conditions attached to your fee proposal,
3. Explicitly state which costs are included in the fee proposal and which costs are to be reimbursed. Any MSRB fees imposed upon financial advisors should not be passed through to the City.

9. Insurance Requirements

Before award of the procurement by Spring Hill, the successful service provider (that is, the respondent who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 general aggregate \$1,000,000 personal and advertising injury \$1,000,000 products-completed operations aggregate	Certificate Holder* only
Workers Compensation (not required of an individual or of a firm with fewer than five (5) persons)	Statutory limits	Certificate Holder* only
Employers Liability (not required of an individual or of a firm with fewer than five (5) persons)	\$1,000,000 bodily injury each accident \$1,000,000 policy limit bodily injury by disease \$1,000,000 each employee bodily injury by disease	Certificate Holder* only
Cyber Liability and Breach Response Services	\$1,000,000 limit	Certificate Holder* only
Professional Liability	\$5,000,000 combined single limit	Certificate Holder* only

*Certificate Holder shall be listed as follows:

City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any

extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful service provider shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful service provider shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify Spring Hill of any such material modification or cancelation.

The successful service provider agrees to impose Spring Hill's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by Spring Hill in advance of that subcontractor commencing work for this procurement.

The successful service provider shall provide an up-to-date Certificate of Insurance naming Spring Hill as additional insured.

10. Submission Process

One (1) signed hardcopy and one electronic copy of your response to this Request for Qualifications must be submitted to the City no later than 2:00 p.m. on April 16, 2020. Proposers should limit their responses to 20 single-sided or 10 double-sided pages, excluding cover letters and page dividers. Responses must be submitted in an envelope clearly marked "Municipal Financial Advisory Services" on the outside of the envelope or box and addressed to: April Goad, City Recorder, City of Spring Hill, 199 Town Center Parkway, Spring Hill, Tennessee, 37174.

The due date and time for the response to the RFQ are fixed and extensions will not be granted. Any responses received after the deadline shown will not be considered. The City is under no obligation to return documents.

The deadline for written submittal of questions is 2:00 p.m. CST on April 2, 2020. Questions should be submitted via email to April Goad, City Recorder, at agoad@springhilltn.org. Responses to the questions will be posted to the City's website on April 9, 2020.

11. Other Terms and Conditions

A. Award of Contract

Award of any contract arising from any proposal submitted as a result of this RFQ will require approval by the City of Spring Hill's Board of Mayor and Aldermen. Standard terms and conditions shall govern any contract awarded.

B. Addendum of the RFQ

If it becomes necessary to revise any part of this RFQ, an addendum to the RFQ will be provided in writing to all proposers and posted to the City's website. All addenda issued during the time of bidding will be incorporated into any resulting contract.

C. Rejection of Submission of Proposals

The RFQ does not commit the City of Spring Hill to award any contract. The City reserves the right, at its sole discretion, to reject any or all proposals without penalty, to waive irregularities in any proposal or in the RFQ procedures, and to be the final judge as to which is the responsible, qualified proposal. Any proposal that contains items not specified, items that are incorrect, does not contain all the items scheduled or does not respond to items in the manner specified in this RFQ may be considered non responsive and may be rejected at the sole discretion of the City. Non-acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City of Spring Hill, or that no proposal was deemed acceptable.

D. Public Information

After the date specified for the opening of the RFQ, all materials received relative to this proposal will become public information and be available for inspection. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

E. Proposal Validity Period

Submission of a proposal will signify the firm's agreement that their proposal is valid for at least ninety (90) days from the date of opening.

SAMPLE
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF SPRING HILL, TENNESSEE
AND [INSERT NAME]

THIS AGREEMENT is made this the ____ day of _____, 2020, by and between **CITY OF SPRING HILL, TENNESSEE** (hereinafter “City”), and [INSERT NAME AND LOCATION OF CONSULTANT] (hereinafter “Consultant”).

WITNESSETH:

WHEREAS, the City has determined to enter into an agreement with a consulting firm that affirms itself to have extensive experience in providing Municipal Financial Advisory Services; and

WHEREAS, the City submits that it has the authority to contract with Consultant to provide professional services for the work desired by the City; and

WHEREAS, by entering into this Agreement, Consultant affirms that it has extensive experience in Municipal Financial Advisory Services, providing such services in a professional manner in accordance with the terms and conditions of this Agreement as well as the standard of care practiced by other consultants and professionals performing similar services within the industry and in compliance with requirements established by the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC).

NOW, THEREFORE, in consideration of the premises and recitals hereinabove set forth, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the City and Consultant agree as follows:

ARTICLE 1 - SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

1. Consultant shall perform all necessary professional services in a satisfactory and proper manner, consistent with the City’s requirements for the Project and by reference made a part hereof, including, but not be limited to, the following:

a. See Attached Exhibit A (Scope of Services)

2. All documents prepared by Consultant that form a part of the services rendered hereunder shall, upon completion of the exhibits, calculations, draft reports, presentation material, etc. will become the property of the City. Such documents shall not be used by either party on any other project, except as reference materials.

3. The City will furnish all information, data and reports as are existing and identified by Consultant as necessary for carrying out the work that are available to the City without cost to Consultant.

ARTICLE 2 – CITY’S RESPONSIBILITIES

The City will provide to Consultant all criteria and full information as to the Project’s requirements, and shall furnish the following:

1. Provide Consultant with all known available information that is pertinent to the Project.
2. Meet with Consultant for ongoing discussions to assist in directing the consultant.
3. Give thorough consideration to all reports, exhibits or technical memorandums and other documents presented by Consultant and inform Consultant of all decisions within a reasonable time so as not to delay the work of Consultant (i.e. furnish approval or instructions for change).
4. Promptly schedule all required special meetings, serve all public and private notices, receive and act upon all protests.
5. Designate, in writing, a single person to act as Consultant point of contact with the City. The contact person for the City of Spring Hill will be City Administrator or his/her designee.
6. Give prompt written notice to Consultant when it is known that either the Project criteria or conditions have changed, or there is reason to believe Consultant work is deficient in intent or technical content.

ARTICLE 3 - TERM

1. The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of three (3) years, effective upon acceptance by Spring Hill. For each such contract, at any time after commencement but before or as soon as practicable after the expiration of this term of award, Spring Hill and the service provider through mutual agreement may choose to exercise an option to extend the term of award twice, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total.

ARTICLE 4 - FEES

1. In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for services performed in accordance with the submitted in the proposal based upon an hourly amount.
2. Invoices shall be submitted by Consultant to the City in monthly statements for services rendered, if any. The statements shall be based on services rendered at the applicable hourly rate. Each individual invoice shall be due and payable thirty (30) days after receipt.

2. The mediation provision can be waived by the mutual consent of the parties or by either party if such party's right would be irrevocably prejudiced by a delay in initiating a legal proceeding.

3. **Governing Law, Venue and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue and jurisdiction for any dispute arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

ARTICLE 8 – BREACH

1. The term “breach of agreement” specifically includes, but is not limited to, failure to comply with any applicable federal, state or local laws or regulations.

2. One or more waivers of breach of any provision of this Agreement by any party shall not be construed as a waiver of subsequent breach of the same provision, nor shall it be considered a waiver of any other then existing or subsequent breach of a different provision.

3. The substantially prevailing party in any legal proceeding hereunder by and between the parties shall be entitled to their reasonable attorney's fees and court costs incurred in said legal proceeding.

ARTICLE 9 - MODIFICATION

This Agreement shall not be modified unless such modifications are evidenced in writing in the form of a written Amendment, which is signed by both the City and Consultant.

ARTICLE 10 - INDEMNITY AND HOLD HARMLESS

1. City shall agree to indemnify and hold Consultant, its officers, agents and/or employees, harmless from and against any and all lawsuits, damages and expenses, including court costs and attorneys' fees, by reason of any claim and/or liability imposed, claimed and/or threatened against the City, its officials, agents and/or employees, for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of the City, its agents, employees, or any other entity for which the City may be found to be legally liable. This provision shall survive the completion of all services, obligation and duties provided pursuant to the Project, or the termination of this Agreement for any reason.

2. Consultant shall agree to indemnify and hold the City, its officers, agents and/or employees, harmless from and against any and all lawsuits, damages and expenses, including court costs and attorneys' fees, by reason of any claim and/or liability imposed, claimed and/or threatened against Consultant, its officials, agents and/or employees, for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of Consultant, its agents, employees, or any other entity

for which Consultant may be found to be legally liable. This provision shall survive the completion of all services, obligation and duties provided pursuant to the Project, or the termination of this Agreement for any reason.

ARTICLE 11 – INSURANCE

Consultant shall maintain, during the term of this Agreement, or any extension hereof, the following insurance policy, written by an insurance company authorized to do business within the State of Tennessee, and furnish City, in duplicate, Certificates of Insurance as evidence thereof:

1. Worker’s Compensation: Providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer’s Liability Coverage in the minimum amount of the statutory limit for each occurrence.

2. Comprehensive (Commercial) General Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence.

3. Automobile (Business) Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence, \$1,000,000.00 aggregate.

4. Professional Liability Insurance: Professional liability insurance covering claims arising from errors, omissions or negligent acts committed in the performance of professional services under this Agreement with limits of \$5,000,000.00.

5. Cyber Liability and Breach Response Services: \$1,000,000 limit.

ARTICLE 12 - SEVERABILITY

In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

ARTICLE 13 - BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective heirs, administrators, successors and assigns.

ARTICLE 14 - INDEPENDENT CONTRACTOR RELATIONSHIP

It is specifically understood that Consultant relationship with City shall be that of independent contractor and Consultant shall in no sense be considered an agent or employee of City, nor shall Consultant be, as a result of the relationship established by this Agreement, entitled to or eligible to

participate in any benefits or privileges extended or given by City to its employees, notwithstanding this Agreement.

ARTICLES 15 - HEADINGS AND EXHIBITS

The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

ARTICLE 16 – ENTIRE AGREEMENT

This Agreement and accompanying documents contain the entire agreement between the parties with respect to the subject matter hereof and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are superseded hereby.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its authorized representative, and Consultant has caused this Agreement to be signed in its corporate name by its authorized representative as of the day and year first written above.

CITY OF SPRING HILL, TENNESSEE

By: _____
Rick Graham, Mayor

[INSERT NAME OF CONSULTANT]

By: _____

(Print Name)

EXHIBIT A

Anticipated Scope of Work and Deliverables:

The service provider(s) shall provide independent financial advisory services to Spring Hill primarily for general obligation bond sales, revenue bond sales, bond refunding, bank loans and other financing transactions, as well as general financial advisory services in connection with bond issuance. Such services are anticipated to include, but may not necessarily be limited to:

1. Debt Management Program – including, but not limited to:
 - A. Assist and advise in maintaining a long-range financial plan for Spring Hill.
 - B. Assist and advise in the development of debt limits, debt service coverage ratios, debt capacity, call feature structure, reserve funds or other debt policies as requested.
 - C. Assist in the procurement and negotiation of credit support mechanisms as needed.
 - D. With input from Spring Hill, annually solicit proposals for and select bond service providers including paying/escrow agent, verification agent, auction services, and other service providers.
 - E. Identify policy issues and direction(s) related to effective administration of the capital improvement program.
 - F. Assist and advise in debt structure and/or restructuring decisions.
 - G. Monitor and advise debt refunding opportunities.
 - H. Prepare outstanding principal and interest debt schedules for each issue.
 - I. Compute requested debt calculations such as total debt to estimated market value, total debt to assessed value, total debt per capita, net debt to estimated market value, net debt to assessed value, net debt per capita periodically
 - J. Work with Spring Hill's Finance Director, Finance Department staff, legal counsel, bond counsel and disclosure counsel to maintain an effective and compliant debt program.

2. Bond Sale Service – including, but not limited to:
 - A. Assist in the marketing and sale of bonds.
 - B. Assist in preparation of bond sale documents.
 - C. Assist in evaluating and re-evaluating existing bids and proposals as they relate to bond sales.
 - D. Analyze the market conditions prior to, during, and subsequent to the bond sale. Summarize the reception of the bonds in the market and evaluate performance relative to the market and other securities of similar credit.
 - E. Provide due diligence review of underwriters for proposed negotiated sales.
 - F. Advise on the recommend method of sale, i.e., competitive or negotiated.
 - G. Assist with preparation for and act in the leadership role for rating agency presentations and follow-up.
 - H. Advise on credit enhancement options.
 - I. Coordinate the distribution of all electronic and printed documents.
 - J. Evaluate bids and confirm the lowest and best bid, verify true interest cost and compliance with notice of sale.

- K. Negotiate with winning underwriter to restructure and size as necessary.
- L. Prepare summary of sale and recommendation letter to Spring Hill.
- M. Prepare final closing document.
- N. Prepare post sale analysis and final pricing report.

3. Education/Research Services – including, but not limited to:

- A. The service provider(s) will be pro-active in providing information to Spring Hill regarding issues, trends and practices in municipal financing that may be considered for further study and evaluation.
- B. The service provider(s) will provide technical advice as requested by Spring Hill, orally or in written form, concerning miscellaneous issues and questions that may arise relative to debt structure, the financial markets in general, budget development, levels of liquid reserves, taxation rates, sensitivity to adverse financial impacts, modeling of restricted revenue funds, or any other topic of financial interest.
- C. The service provider(s) will assist Spring Hill in responses to audits from the Internal Revenue Service and information requests from regulatory bodies, such as the SEC and MSRB and the Comptroller's Office.
- D. Assist in providing “fair value” / mark-to-market valuations for debt-related derivative instruments.

4. Alternative Financing – including, but not limited to:

- A. Present alternatives to municipal bonds in a debt program;
- B. Analyze and explain the impact of alternative financing; and
- C. Advise on structure and management of alternative financing.