

EXHIBIT A

Page 2

b. **Financial Analysis.** At the direction of the District, review current financings and recommend options after such review.

Continuing Disclosure Services provided.

a. **Preparation of Annual Report.** Include all relevant district information and required items from the continuing disclosure certificate (“CDC”) from each of the District’s outstanding financings. DS&C shall, whenever possible, attempt to consolidate information from separate CDCs into a single Annual Report.

b. **Annual Filing of Annual Report, Budget and Audit.** File all materials as required under each CDC with the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access (“EMMA”) portal.

c. **Preparation and Filing of Significant Events.** Significant market events are required to be filed within 10 days of their occurrence, as reported in publicly-available media or as so informed by the District. DS&C shall prepare and file notices of these events on EMMA. Events requiring notice include but are not limited to:

- Delinquencies, defaults, unscheduled drawdowns of debt service reserves or credit enhancements, defeasances, bankruptcies, bond calls, adverse tax opinions, etc.
- Changes in the rating of the District
- Changes in the rating of any underlying insurer
- Any other significant event

Compensation. For its services as set forth in this Agreement, DS&C shall be compensated as follows.

a. **Bond Issuance Services.** For Bond Issuance Services, the District shall pay DS&C a fee equal to \$85,000. Payment of all fees and expenses is wholly contingent on the passage and/or sale of the Bonds and, at the discretion of the District, may be paid from Bond funds.

b. **Preparation of Annual Report and Preparation and Filing of Significant Events.** For the preparation and filing of the Annual Report (including budgets, audits, and any other required data) and for the reporting of significant events, an annual fee of \$5,000 per report, plus expenses.

c. **Expenses.** The District agrees to reimburse DS&C approved reasonable and necessary out-of-pocket expenses at their direct cost plus 5%.

Effective Date, Terms, and Conditions. This Agreement shall be effective on the date signed by an authorized representative of the District and shall remain in effect for five years.

Either the District or DS&C may terminate this Agreement at any time with 30 days written notice of such termination. If such termination is requested by the District, the District agrees to compensate DS&C for its services performed to date and expenses as mutually agreed upon.