



**AGREEMENT FOR PROFESSIONAL SERVICES
TO PERFORM INVESTMENT ADVISORY SERVICES**

This AGREEMENT is entered into this 18th day of March, 2025, by and between the City of Colusa, a municipal corporation (“CITY”) and OPTIMIZED INVESTMENT PARTNERS, LLC. (“Optimized” OR “ADVISER”).

RECITALS

- A. The City desires for Investment Adviser to provide non-discretionary Investment Advisory services related to the City’s investment portfolio for investment of surplus funds to achieve preservation of capital and maintain appropriate levels of liquidity at market yields.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for advisory services to accomplish this work.
- C. The Adviser warrants to the City that it has the licenses, qualifications, and experience to perform the services under this Agreement.
- D. The City desires to contract with the Adviser to perform the services as described in Attachment A “The Proposal.”

NOW, THEREFORE, based on the foregoing recitals, the City and the Adviser agree as follows:

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, ADVISER agrees to perform the work listed in the SCOPE OF SERVICES, attached as Attachment A “The Proposal.”
- B. As additional consideration, ADVISER and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay ADVISER for ADVISER’s services, based on “Compensation” as reflected in Attachment A “The Proposal,” unless otherwise specified by written amendment to this Agreement. City Manager is authorized to allow an additional amount not to exceed twenty percent (20%) of the total estimated amount under this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the Finance Director or his/her designee.
- E. ADVISER shall submit monthly invoices to CITY. CITY shall pay ADVISER all uncontested amounts set forth in ADVISER’s invoice within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. ADVISER will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Attachment A “The Proposal” and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by CITY, ADVISER will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of ADVISER by this Agreement.
- C. Optimized’s attendance or participation at any publicly noticed meeting (in addition to the one virtual meeting included in the scope of services section), whether such participation is in person, digital, video and/or telephonic (e.g., City Council, Planning Commission, Public City Board, other), as requested by Client is in addition to stated compensation schedule (Additional Task) and will be billed at the professional services (hourly) fees as shown on Attachment A “The Proposal,” Exhibit 1.
- D. Optimized’s services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client’s understanding and by execution of this Agreement, acknowledgement that Optimized’s services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Optimized. Client acknowledges that Optimized's use of work product is limited to the purposes contemplated within this Agreement. Optimized makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement

- 3. **PAYMENTS.** For CITY to pay ADVISER as specified by this Agreement, ADVISER must submit a monthly invoice to CITY in accordance with the schedule of compensation incorporated in Attachment A “The Proposal.” For the convenience of OPTIMIZED’s clients, we offer a secure ACH payment method. Bank account information provided on a separate form after contract execution. Services will be invoiced monthly at Consultant’s standard billing rates, as shown on Attachment A “The Proposal,” Exhibit 1. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client’s prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations. All standard deliverables will be provided electronically. No additional out-of-pocket expenses are assumed unless specifically requested by Client. The first monthly invoice will be generated after investment recommendations have been approved by Client and funds have been invested. Fees will not be charged on assets in City checking (i.e., demand deposit) accounts. Fees are charged on the ending monthly custodial bank balance, assets invested in certificates of deposit, and pooled account assets including cash and investments, as reported by the custodial bank, broker/dealers, other banks, and pooled account administrators. Optimized will submit an invoice calculated monthly with a statement provided.

4. **TIME OF PERFORMANCE.** The services of the ADVISER are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the City's reasonable satisfaction, in accordance with the schedule incorporated in Attachment A "The Proposal", unless extended in writing by the CITY.
5. **FAMILIARITY WITH WORK.** By executing this Agreement, ADVISER represents that ADVISER has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
6. **LIMITATION OF DAMAGES.** In the event Optimized is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Optimized has received from Client.
7. **KEY PERSONNEL.** ADVISER's key person assigned to perform Investment Advisory services under this Agreement is David Bilby. ADVISER shall not assign other persons to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.
8. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire pursuant to Attachment A "The Proposal", unless earlier termination occurs under Section 12 of this Agreement, or this Agreement is extended in writing in advance by both parties.
9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by ADVISER and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** ADVISER will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** ADVISER will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
12. **TERMINATION.**
 - A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice will be in writing at least 30 days before the effective termination date.
 - B. ADVISER may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
 - C. In the event of such termination, the ADVISOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by ADVISER shall, at City's option, become City's property, and ADVISER will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

D. CANCELLATION PERIOD. If a copy of Optimized's ADV brochure has not been provided at least 48 hours prior to the signing of this document, the City is afforded a five-day cancellation option.

13. INDEMNIFICATION.

A. ADVISER shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost of every nature resulting from ADVISER's negligent or wrongful performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY.

B. The requirements as to the types and limits of insurance coverage to be maintained by ADVISER as required by Section 18, and any approval of said insurance by CITY, is intended to and will limit or qualify the liabilities and obligations otherwise assumed by ADVISER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

14. ASSIGNABILITY. This Agreement is for ADVISER's professional services. ADVISER's attempts to assign the benefits or burdens of this Agreement without City's written approval are prohibited and will be null and void.

15. INDEPENDENT CONTRACTOR. CITY and ADVISER agree that ADVISER will act as an independent contractor and will have control of all work and the manner in which it is performed. ADVISER will be free to contract for similar service to be performed for other employers while under contract with CITY. ADVISER is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct ADVISER as to the details of doing the work or to exercise a measure of control over the work means that ADVISER will follow the direction of the CITY as it relates to the end results of the work only.

16. AUDIT OF RECORDS.

A. ADVISER agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. ADVISER agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. ADVISER further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. ADVISER will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

17. CORRECTIVE MEASURES. ADVISER will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. ADVISER will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of ADVISER to implement required corrective measures shall result in immediate termination of this Agreement.

18. INSURANCE REQUIREMENTS.

A. The ADVISER, at the ADVISER's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. If ADVISER has employees, Workers Compensation Insurance as required by law. The Adviser shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
2. General Liability Coverage. The ADVISER shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. The ADVISER shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the ADVISER arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. Professional liability insurance appropriate to the Adviser's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the completion of Adviser's services or the termination of this Agreement. During this additional 3-year period, Adviser shall annually and upon request of the City submit written evidence of this continuous coverage.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies eligible and authorized to do business in the State of California, or which is approved in writing by City.

C. The ADVISER shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

D. Failure on the part of the ADVISER to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.

- 19. USE OF OTHER ADVISERS.** ADVISER must obtain CITY's prior written approval to use any Advisers while performing any portion of this Agreement. Such approval must include approval of the proposed Advisers and the terms of compensation. ADVISER must obtain CITY's prior written approval to using any Advisers (other than David Bilby or Robert Michalik) while performing any portion of this Agreement.
- 20. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the ADVISER of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the ADVISER for anything done, furnished or relating to the ADVISER'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the ADVISER, its employees, sub-Advisers and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Adviser, its employees, sub-Advisers and agents.
- 21. NOTICES.** All communications pertaining to this Agreement to either party by the other party will be deemed made when received by such party at its respective name and mailing or email address as follows and receipt of communication is acknowledged in writing or by email:

City: City of Colusa
425 Webster St.
Colusa, CA 95932
(530) 458-4740, ext. 105
Attention: Jesse Cain,
City Manager

Adviser: Optimized Investment Partners, LLC.
2212 Carol View Drive, 103
Cardiff, CA 92007
(619) 324-9531
Attention: Robert Michalik, COO

Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. All notices, requests, demands, and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal

place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

22. **INTERPRETATION.** This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in San Diego County.
23. **ENTIRE AGREEMENT; AMENDMENTS AND WAIVERS.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.
24. **LIMIT OF SCOPE OF WORK.** All services are provided by Optimized Investment Partners, LLC. (Optimized). Optimized is registered with FINRA through IARD as a registered investment adviser. Optimized is also registered with the United States Securities and Exchange Commission (SEC). Those personnel of Optimized providing Investment Advisory services are registered as investment advisors pursuant to the requirements of the state of California. Optimized is a registered investment advisor under the rules and laws of the State of California. Optimized is not a registered broker/dealer under the Securities Exchange Act of 1934 and does not provide broker/dealer services subject to those laws and the regulations thereunder. Optimized provides investment advisor and other services only in those jurisdictions where it is legally permitted to operate.
25. **TITLE AND CAPTIONS.** Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision herein.
26. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
27. **EXPIRATION OF PROPOSAL FOR SERVICES.** If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.
28. **SEVERABILITY.** If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.
29. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions

described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. City Manager, or designee, may execute any such amendment on behalf of CITY.

30. **ASSIGNMENT.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.
31. **SUCCESSIONS & ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
32. **ACCEPTANCE OF ELECTRONIC SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
33. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.
34. **FORCE MAJEURE.** Should performance of this Agreement be delayed or deemed impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party.
35. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
36. **FURTHER ACTIONS.** The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.
37. **CONFIDENTIALITY.** Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.
38. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses, and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
39. **STATEMENT OF EXPERIENCE.** By executing this Agreement, ADVISER represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capabilities to perform the Agreement in a manner satisfactory to CITY. ADVISER represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Advisers, and experience in dealing with public agencies all suggest that ADVISER is capable

of performing the proposed contract and has a demonstrated capability to deal fairly and effectively with and to satisfy a public City.

- 40. OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the City shall own all documents and other work product of the Adviser, except the Adviser's notes and workpapers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Adviser, but any re-use of such documents by the City on any other project without prior written consent of the Adviser shall be at the sole risk of the City. Documents belonging to the City shall be transmitted to the City immediately and without delay upon any termination of this Agreement.
- 41. DISCLAIMER.** Optimized's investment advisory services and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Optimized due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Optimized's analysis must consider the foregoing. Any material conflicts of interest have been disclosed within this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY:

City of Colusa

By: _____

Name: Jesse Cain

Title: City Manager

Date: _____

ADVISER:

Optimized Investment Partners, LLC.

By: _____

Name: Robert Michalik

Title: COO

Date: _____



Attachment A (Proposal)

March 6, 2025

Jesse Cain

City Manager

425 Webster St.

Colusa, CA 95932

Re: Proposal (Attachment A) for Investment Advisory Services to the City of Colusa

Dear Mr. Cain:

Optimized Investment Partners, LLC ("Optimized"), is pleased to present this proposal (**Attachment A**) to the City of Colusa ("Client" or "City") to provide investment advisory services related to the City's surplus funds portfolio to achieve preservation of capital and maintain appropriate levels of liquidity at market yields.

Optimized Investment Partners was formed for one reason. To serve you. Our president and CEO has been working in local government investments for over 19 years. He identified a huge disparity in the investment advisory industry. The larger agencies were offered more opportunities for services than smaller ones. Smaller agencies have been virtually ignored even though it's the smaller agencies that don't have the staffing resources to manage the diverse set of responsibilities required.

I. BACKGROUND AND OBJECTIVE

OPTIMIZED will provide specified professional investment advisory services consistent with California government code section 53600 as detailed in the scope of services section below. As a fiduciary to your City, Optimized will place preservation of capital as our top priority, while ensuring appropriate levels of liquidity for day-to-day operations. We will seek to earn market yields once the first two priorities have been achieved.

II. SCOPE OF SERVICES

OPTIMIZED proposes the following scope of work to assist Client with investment advisory services. Please note that the prospective assignment that OPTIMIZED proposes to provide are advisory in nature. OPTIMIZED will be making specific investment recommendations. None of OPTIMIZED's staff will act in a capacity as an elected official, an appointed official, as staff, or serve in a "designated" position.

1. Provide investment advisory services for all surplus funds identified by Optimized and Client in compliance with Government Code Section 53600 and other applicable government codes, local municipal codes, charters, and policies
2. Build a comprehensive cash-flow model to enhance liquidity management and increase the amount of funds invested in the investment portfolio
3. Investment Policy review and consulting
4. Provide general investment education to City Staff and Officials

5. Prepare reports of monthly/quarterly transactions
6. Monitor the credit of investment securities in the portfolio for compliance with the City's Investment Policy
7. Perform interest revenue projections as needed for analysis
8. If requested, deliver one virtual public presentation to a commission, special committee, or governing body (e.g. City Council, Board of Directors) of the City
9. As requested, assist with other compliance and audit review requirements as related to OPTIMIZED services, and/or attend publicly noticed City meetings.

III. SCHEDULE AND REQUIRED DATA

Optimized is prepared to commence work upon receipt of an executed Agreement. Client will promptly provide Optimized with project data requested, including three (3) years of cash transaction detail.

Days 1-7

- Kickoff meeting to discuss and confirm schedule
- Custodial account setup
- Broker/Dealer account setup
- Pool(s) account(s) setup

Days 7-14

- Portfolio recommendations
- Trade execution with Client broker/dealer

IV. COMPENSATION/TERM

Consultant shall receive compensation, including authorized reimbursements, for Services rendered under this Agreement at the rates set forth below. **Contract will be in force for an initial three (3) years and four (4) months, with the option to extend twice via one (1) year extension(s).**

Investment Advisory Annual Fee Schedule		
Contract Year	Annual Fee	Basis – Assets Under Management
Year 1 Fiscal Year Ending June 30, 2025	12 basis points	Ending Monthly Custodial Bank Balance and Collateral Accounts*
Year 2 Fiscal Year Ending June 30, 2026	12 basis points	Ending Monthly Custodial Bank Balance and Collateral Accounts*
Year 3 Fiscal Year Ending June 30, 2027	12 basis points	Ending Monthly Custodial Bank Balance and Collateral Accounts*
Year 4 Fiscal Year Ending June 30, 2028	12 basis points	Ending Monthly Custodial Bank Balance and Collateral Accounts*

*Based on the ending monthly custodial bank balance, assets invested in certificates of deposit, and pooled account assets including cash and investments, as reported by the custodial bank, broker/dealers, other banks, and pooled account administrators. Optimized will submit an invoice calculated monthly with a statement provided (Example: \$11 million ending balance would be invoiced at \$11 million * 0.0012= \$13,200/12 = \$1,100 monthly).

To the extent alternative assignments are requested, compensation for requested Additional Tasks (defined below) will be based on hours spent at OPTIMIZED's billing rates as shown on "Exhibit 1."

V. NON-DISCRETIONARY

This contract does not grant discretionary power to Optimized, or its representatives, and the contract will not be assigned by Optimized without the consent of the Client. Optimized must secure client permission prior to effecting securities transactions for the Client in the client's broker-dealer account(s).

Exhibit 1

Optimized Investment Partners, LLC.

2025 City Fee Schedule

Professional Services

President & CEO	\$350.00/hour
Senior Project Manager	\$250.00/hour
Project Analyst / Project Research	\$150.00/hour
Clerical Support	\$ 75.00/hour

• **Additional Expenses**

In addition to professional services (labor fees):

- 1) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 2) If Optimized retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 3) Consultant's attendance or participation at any public meeting, in addition to 1 included virtual meeting in scope of services, whether such participation is in person, digital, video and/or telephonic (*e.g., City Council, Planning Commission, Public City Board, other*) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this "Exhibit 1."

• **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2025.