



## MASTER ENGAGEMENT AGREEMENT

This professional services agreement dated \_\_\_\_\_, is made by and between the **School District No. 414 (Kimberly)**, referred to as the "Client" located at **141 Center Street West, Kimberly, ID 83341** AND **Clearwater Financial, LLC** located at **PO Box 505 Eagle, ID 83616**, referred to as the "Consultant."

1. **Municipal Services.** Upon request, the Client may employ the Consultant to perform the following services:

- a) Public Engagement Services:
  - i. Public surveys; marketing, messaging, and branding; media engagement and press releases; social media and website marketing; intergovernmental relations, joint powers agreements and public private partnerships (PPP); public education campaigns.
- b) Planning and Development Services:
  - i. Strategic, comprehensive, transportation, infrastructure and other long-range planning services; master facility planning; comprehensive financial planning; planning & zoning administration and best practices.
- c) Public Budgeting and Accounting Services:
  - i. GASB compliance reviews; budget creation assistance; audit prep and review; financial analysis; financial policies and best practices; demographic and financial projections; what-if scenarios; and project pro forma.
- d) Economic Development Services:
  - i. Public private partnerships; redevelopment; development services RFQ/RFP for PPP development of public assets; property assemblage; site selection for public facilities; design team creation and project management including architect, general contractor, and other design professionals; grant administration services; and highest-and-best-use, market and economic impact analysis.
- e) Banking and Treasury Services:
  - i. Banking services RFQ/RFP; latent fund analysis; process/systems improvements and innovations; banking and treasury policies; bond funds investments.

2. **Financial Services.** The Client hereby employs the Consultant to perform the following services in accordance with the terms and conditions set forth in this agreement for the purpose of obtaining financing (bonds, loans, notes) for necessary projects. These services will include:

- a) Consists of mobilization; coordination with the Client and its representatives; the creation and coordination of the finance team including bond council, trustees, paying agents, etc.; method of sale advice and management; bidding of various services and financing packages; bond rating preparation and coordination; assistance with state-wide finance programs; and other related services as necessary.
- b) Advising the Client on bond structuring related items such as: rate, term, covenants, finance options, credit analysis, and other services. This also includes, if necessary, debt incurring capacity, tax impact analyses and other related calculations.
- c) Producing information about the Client such as: population, assessed values, largest employers, largest rate payers, property/revenue diversification and other information needed for financing purposes.
- d) Create project proformas with corresponding tax increment financing (TIF) analysis, budgets, sources, and potential uses.

The Consultant will consult with the Client and its representatives as needed to fulfill the terms of this agreement. All services to be provided by the Consultant will be performed with promptness and diligence and at a level of proficiency to be expected by a consultant with the background and experience that the Consultant has represented it possesses. The Client shall provide such access to its information as may be needed to fulfill the terms of this agreement.

3. **Terms of Agreement.** This agreement will begin when this agreement is fully executed by both the Client and the Consultant. This agreement will end on December 31, 2024. This agreement may have 5 one-year extensions beginning January 1, 2025. Either party may terminate this agreement at any time by giving notice to the other party in writing with thirty (30) days' notice.

The cost for 1. **Municipal Services** is as follows:

The Consultant will charge a per hour rate of:

Base Rate	\$ 300
Discount (ISBA Affiliate)	<u>(\$100)</u>
Discounted rate	\$ 200

The cost for each separate 2. **Financial Service** is as follows:

Bonds/Notes/Loans/Leases/Financings:

<u>Bond Size:</u>	<u>Fee Calculation:</u>
\$0 to \$5MM	\$25,000
\$5MM to \$10MM	\$25,000 + \$2.75 per 1,000 of bonds from \$5MM to \$10MM
\$10MM and above	\$38,750 + \$1.50 per 1,000 of bonds from \$10MM and above. \$50 per bond for any bonds over \$50MM

The Client will pay the Consultant an initial and thereafter an annual retainage fee of \$12,000 upon execution of this agreement. The annual retainage fee will be paid upon the anniversary of the execution of this agreement. The annual retainage represents 60 hours of 1. **Municipal Services** that can be deployed as the Client wishes. The Client and Consultant may scope larger specific 1. **Municipal Services** projects mentioned above by separate addendum to this agreement.

If additional expenses such as in-state and out-of-state travel, meals, communications, disclosures, print, software, data sources, and other out-of-pocket expenses are required; these costs will be paid by the Client to the Consultant.

The Consultant will submit an invoice for payment to the Client monthly for services rendered for 1. **Municipal Services**. The Client will pay the Consultant the amount due as indicated within thirty (30) days. For 2. **Financial Services**, these costs will be billed at closing of a 2. **Financial Services**.

4. **Employment of Others.** The Client and Consultant may from time-to-time arrange for the services of others. All costs to the Consultant for those services will be paid by the Client, but in no event shall the Consultant consult with or employ others for these services without the prior written authorization of the Client. Upon approval by the Client, the Consultant may arrange for the services of others in connection with the delivery of terms of this agreement. Any such costs will be paid by and are the sole responsibility of the Client.

5. **Other Services.** If other services not mentioned in this agreement are needed and agreed upon by both the Client and the Consultant, pricing for other services shall be set forth by addendum to this agreement. Any other additional charges must be mutually agreed to by the Client and the Consultant.

6. **Independent Contractor.** Both the Client and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this agreement. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this agreement, including but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

7. **Confidential Information.** The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this agreement, which concerns the personal, financial or other affairs of the Client will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations without the Client's written consent. Pursuant to Idaho Code § 74-101, et seq., information or documents received from the Consultant may be open to public inspection and copying unless

exempt from disclosure. The Consultant shall clearly designate each portion as “exempt” on each page of such documents and shall indicate the basis for such exemption. Client will not accept the marking of an entire document as exempt. In addition, Client will not accept a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure. The Consultant shall indemnify and defend Client against all liability, claims, damages, losses, expenses, actions, attorneys’ fees, and suits whatsoever for honoring such a designation or for the Consultant’s failure to designate individual documents as exempt. The Consultant’s failure to designate as exempt any document or portion of a document that is released by Client shall constitute a complete waiver of any and all claims for damages caused by any such release. Any reproduction of any Confidential Information of the Consultant shall remain the property of Consultant and shall contain any and all confidential or proprietary notices or legends which appear on the original. The Client shall not disclose or reveal any Confidential Information to any person other than its representatives who are actively and directly participating in the activities related to the intent of this agreement or who otherwise need to know the Confidential Information for the purpose of the intent of this agreement. In addition, prior to any such disclosure, such representatives shall be made aware of the confidential nature of the confidential information and shall be bound by the non-disclosure terms of this agreement. In any event, the Client shall be responsible for any breach of these terms by any of its representatives. The confidential nature of the provided services and information does not terminate with this agreement. If sunshine laws require the disclosure of Confidential Information, it is understood by the Consultant that this information will be shared as the law dictates and is necessary.

8. **Non-Competition.** During the term of this agreement, the Consultant will not engage in business or other activities which are, directly or indirectly, competitive with the activities of the Client.

9. **Results Not Guaranteed.** The Consultant primary service is to provide added value information and analysis related to the services described above. Much of the information and analysis is based upon historical performance information. While this information may be useful in understanding past performance, past performance is no guarantee of future results. Furthermore, other information and events outside of the services provided by the Consultant may have a significant impact on any results. The Consultant does not guarantee any results and is not responsible for any results, damages, or losses arising from any use of the information it provides.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. The Parties consent to the exclusive jurisdiction and venue in the courts of Ada County, Idaho.

11. **General.** This agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This agreement may not be modified other than by amendment in writing executed by the Client and the Consultant.

12. **Sovereign Immunity.** Nothing contained in this Agreement shall be considered a waiver of Client’s sovereign immunity which immunity is expressly reserved.

13. **Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

14. **Signatures.** Both the Client and the Consultant agree to the above agreement.

Signed by **School District No. 414 (Kimberly)**  
Name: Luke Schroeder  
Title: Superintendent

Signed by **Clearwater Financial, LLC**  
Name: Cameron Arial  
Title: President

/s/: \_\_\_\_\_  
Date: \_\_\_\_\_

/s/: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_