



## MASTER SERVICES AGREEMENT

This professional services and municipal advisory agreement, referred to as the "Agreement" dated \_\_\_\_\_, is made by and between the City of New Meadows, referred to as the "Client" located at 401 Virginia St New Meadows, ID 83654 AND Clearwater Financial, LLC located at PO Box 505 Eagle, ID 83616, referred to as the "Consultant."

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

- a) Public Engagement Services:
  - i. Public education services including surveys; marketing, messaging, branding, media engagement and press releases, social media and website marketing; intergovernmental relations including joint powers agreements and public private partnerships (PPP); stakeholder engagement.
- b) Planning and Development Services:
  - i. Strategic, comprehensive, 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. 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 of public assets; property assemblage; site selection; design team creation; highest-and-best-use, market and economic impact analysis; development impact fees; urban renewal TIF analysis, feasibility studies, and finance.
- e) Banking and Treasury Services:
  - i. Banking services RFQ/RFP; latent fund analysis; process/systems improvements and innovations; banking and treasury policies; bond funds reinvestment.

2. **Municipal Advisory and Financial Services.** The Client hereby engages the Consultant as its exclusive registered "municipal advisor" with both the Securities Exchange Commission "SEC" and the Municipal Securities Rulemaking Board "MSRB" to perform the following services in accordance with the rules and regulations adopted by the SEC and MSRB and with the terms and conditions set forth in this Agreement for the purpose of obtaining financing (bonds, notes, loans, leases) for necessary projects. **Municipal Advisory and Financial Services** include:

- a) Assistance with the creation and coordination of the finance team including bond council, underwriter(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants and any other parties engaged in providing services pertaining to the proposed financing. All other parties will be paid by the Client.
- b) Advice and assistance in selecting the method of financing; bidding of various services and financing packages; bond rating preparation and coordination; assistance with state-wide finance programs; funding options analysis and other related services as necessary.
- c) Advice related to bond structuring and issuance process 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.
- d) 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.
- e) Provide financial advice regarding municipal credit and debt management, fund balances, debt ratios, and funding options policies and procedures.
- f) Create project proformas with corresponding tax increment financing (TIF) analysis, and budgets.

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 will coordinate and communicate with the Consultant on its financings and provide accurate information as needed to fulfill the terms of this Agreement.

3. **Terms of Agreement.** This Agreement will begin when it is fully executed by both the Client and the Consultant. This Agreement will end one year from the execution date of this Agreement. This Agreement shall have 5 automatic one-year extensions. Either party may cancel and terminate this Agreement on any anniversary date of this Agreement, for any reason, upon 30 days' prior written notice to the other party of such termination.

4. **Costs.** The cost for 1. **Professional Services** is covered by an annual retainage and addendums to this agreement.

a) The Client will pay the Consultant an initial and thereafter an annual retainage fee of \$6,000 upon execution of this Agreement. The annual retainage fee is for work performed in that year and does not carry over into future years. The annual retainage fee is non-refundable. The annual retainage fee will be paid upon the anniversary of the execution of this Agreement.

b) If a specific project is expected to exceed 30 hours, the Client and Consultant will agree on a specific scope of work that will be authorized by the Client and Consultant via addendum to this Agreement. This will be defined by a specific not-to-exceed price to complete the project that is mutually agreed upon by the Client and Consultant. The costs agreed to in the addendum are in addition to and separate from the retainer. The retainer cannot be applied to costs included in an addendum.

The cost for each separate 2. **Municipal Advisory and 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

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. **Professional Services**. The Client will pay the Consultant the amount due as indicated within thirty (30) days. For 2. **Municipal Advisory and Financial Services**, these costs will be billed at the closing of a 2. **Municipal Advisory and Financial Service**.

5. **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.

6. **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.

7. **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 contract. 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 contract, 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.

**8. Confidential Information.** The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant’s obligations in accordance with this contract, 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.

**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 Contract 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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

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