



# Special Districts Public Management Services Statement of Work

Date: March 13, 2024

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Deseret Public Infrastructure District No. 1 ("you," "your," "board of trustees" or "the district") dated March 13, 2024 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

## **Scope of professional services**

Shelby L. Clymer is responsible for the performance of the engagement and other services identified in this agreement.

## **Scope of Management Services**

CLA will perform the following services for the district:

### **District Board of Trustees ("Board") Meetings**

- Coordination of board meetings
- Meeting attendance: district manager and/or designee will attend board meetings
- Preparation and distribution of agenda and informational materials as requested by the district
- Drafting of meeting minutes as assigned for approval by the board of trustees
- Preparation and posting of notices required in conjunction with the meetings

### **Recordkeeping**

- Maintain directory of persons and organizations for correspondence
- Repository of district records and act as custodian of records for purposes of Utah Code 63G-2 Government Records Access and Management Act (GRAMA), addresses government records and the management of those records

**Communications**

- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the district

**General Administration**

- Coordination with district’s insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications
- Coordination of insurance policy renewals and updates for approval by the district’s board of trustees
- In collaboration with district counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district
- Under the direction of the board of trustees, supervise project processes and vendors as assigned by the board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the district as directed by the board (CLA itself will not and cannot provide legal services)
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the district
- Coordinate the administration of the district’s rules and regulations as requested by the board

**Accounts Payable Services to be Provided**

- Coordinate review and approval of invoices with district accountant and board to ensure timely payment to vendors

In addition to these services, when, in the professional opinion of the district manager, other services are necessary, the district manager shall recommend the same to the board or perform such services and report to the board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.

**Fees and terms**

***Billing rates guaranteed through December 31, 2024:***

| Services performed by | Rate per hour |
|-----------------------|---------------|
|-----------------------|---------------|

|                                |             |
|--------------------------------|-------------|
| Principal                      | \$320-\$460 |
| Public Manager                 | \$190-\$265 |
| Assistant Public Manager       | \$150-\$180 |
| Public Management Analyst      | \$145-\$170 |
| District Administrator         | \$140-\$180 |
| Records Retention Professional | \$110-\$155 |

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

#### **Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

#### **Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

#### **CliftonLarsonAllen LLP**

Shelby L. Clymer

Principal

303-265-7812

shelby.clymer@claconnect.com

**Response**

This SOW correctly sets forth the understanding of Deseret Public Infrastructure District No. 1 and is accepted by:

**CLA**  
CliftonLarsonAllen LLP

*Shelby Clymer*

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Shelby L. Clymer, Principal

**SIGNED** 3/18/2024, 2:01:11 PM MDT

**Client**

Deseret Public Infrastructure District No. 1

SIGN:

Tom Clark

DATE:

*4.5.24*