



AGREEMENT WITH RESPECT TO SPECIAL DISTRICT PROFESSIONAL SERVICES

This Agreement, to be effective the 25th day of June, 2025 by and between, Slate Canyon Public Infrastructure District, a quasi-municipal corporation and political subdivision of the State of Utah hereinafter referred to as "District", and Pinnacle Consulting Group, Inc., a Colorado corporation, hereinafter referred to as "Consultant". Witnesseth that, collectively District and Consultant are referred to as the "Parties" or individually as a "Party".

WHEREAS, the District was created pursuant to the laws of the State of Utah in order to provide special district services including management and administration, finance and accounting, operations and maintenance of certain public facilities and improvements; and

WHEREAS, pursuant to U.C.A § 17B-1-301(2), the District is permitted to enter into contracts affecting the affairs of the District; and

WHEREAS, the District desires to procure special district professional services which Consultant has experience in providing as required by the District and as further described in Exhibit A (Scope of Services) attached hereto, for purposes of services related to management and administration, finance and accounting, operations and maintenance of certain public facilities and improvements; and

WHEREAS, the District desires to engage Consultant for the purpose of providing professional services as needed by Slate Canyon Public Infrastructure District located in the City of Provo, Utah County, Utah.

Now, therefore, in consideration of the mutual covenants and obligations herein expressed, the Parties agree as follows:

1. **SCOPE OF SERVICES:**

Consultant agrees to provide District with the specific professional services in part or in total set forth in Exhibit A (Scope of Services) attached hereto and incorporated herein by this reference. Consultant and District acknowledge the Scope of Services may be modified annually, as provided by Consultant and identified in the District annual budget. The District annual budget and Scope of Services will be reviewed and approved by the District Board.

2. **SERVICES BY DISTRICT:**

The District Board and other District consultants and representatives will be available on a reasonable basis for reviews and meetings, final review and approval, and such other contact as may be required to carry out Consultant's obligations hereunder. At District's expense, District will provide such documents and payment of expenses as are reasonably necessary for Consultant to carry out the duties hereunder. The obligations of District in this regard shall include, without limitation, the following: the provision of complete descriptions of the District, including the Service Plan and maps; the provision of information regarding District policies and procedures, and the provision of engineering, legal, accounting, and other professional services as may reasonably be required to carry out Consultant's duties.

3. **COMPENSATION:**

A. District shall pay Consultant for Services as set forth in Exhibit A (Scope of Services). The estimated fee for Services may be renewed for successive terms under which the compensation will be determined prior to the beginning of each annual term by written acceptance of Exhibit A or approval of the annual District budget by the District Board.



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- B. Special projects and additional services not included in Exhibit A (Scope of Services) will result in additional costs to the District. Consultant will provide an estimate of costs associated with special projects and additional services. Consultant will acquire verbal or written approval of estimated costs from the District Board prior to commencement of special projects and additional services.
- C. District shall pay Consultant for special project and additional services on an hourly basis at the rates set forth in Exhibit B (Compensation for Services).
- D. Consultant shall maintain an accounting of time associated with Services for the District. Consultant shall use said accounting to submit a monthly invoice by the 10th of each month to the District describing the Services rendered. Detailed accounting will be provided to the District by Consultant upon specific request. Upon receipt of the invoice by District, it shall be paid within thirty (30) days.
- E. Reimbursable Expenses are in addition to compensation for Consultant's services and include expenses incurred by the Consultant and its employees and consultants in the interest of the District, as identified in Exhibit B (Compensation for Services).

4. CHANGES IN SCOPE OF SERVICES:

The Parties may mutually determine that changes in the Services for the District are necessary. Such changes shall be mutually agreed upon by the Parties and shall be incorporated in written Addendums to this Agreement, if in addition to the Scope of Services attached to this Agreement.

5. CONSULTANT CONTACT:

District will designate the individual members of the District Board and staff with whom Consultant shall directly consult with respect to the Services to be provided hereunder.

6. TERM:

The term of this Agreement shall commence on the effective of this Agreement and may terminate upon thirty (30) days written notice by either Party. In the event of such notice of termination, Consultant shall continue its duties to the date of termination and shall be paid for services rendered to the effective date of termination by the District. Consultant shall be entitled to receive compensation for all unpaid services within thirty (30) days of the date of termination.

7. INDEMNIFICATION:

- A. Consultant, to the extent permitted by law, shall defend, indemnify, assume all responsibility for and hold harmless the District and its directors, officers, employees, and agents, from all claims or suits for any damages to property or injury to persons, and for the costs of litigation and reasonable attorney fees of all such parties and persons that may arise out of any actions undertaken by Consultant pursuant to this Agreement; provided, however, that the provisions of this section shall not apply to loss, damage or claims attributable solely to the intentional acts or omissions of the District.
- B. District, to the extent permitted by law, shall defend, indemnify, assume all responsibility for and hold harmless Consultant and its directors, officers, employees, and agents, from all claims or suits for any damages to property or injury to persons, and for the costs of litigation and reasonable attorney fees of all such parties and persons that may arise out of any actions undertaken by the District pursuant to this Agreement; provided, however, that the provisions of this section shall not apply to loss, damage or claims attributable solely to the intentional acts or omissions of Consultant.

8. INSURANCE:

- A. Consultant shall carry, provide and maintain, in full force and effect at all times during the term of this Agreement, at its sole costs and expense, any and all insurance coverage required for all of its employees,



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including worker's compensation insurance, commercial general liability insurance of not less than \$1,000,000.00, errors and omission liability insurance, and automobile insurance in conjunction with the performance of its obligations under the terms of this Agreement.

- B. Either Party shall, upon request, provide the other Party with certificates of insurance evidencing the policies listed above at any time during the term of this Agreement. Such policies shall include a provision requiring a minimum of thirty (30) days written notice to the District or Consultant of any change or cancellation.

9. OWNERSHIP OF WORK PRODUCT:

The originals of all District specific documents, other materials or information relating to the District that are produced, shall be delivered and become the property of the District; however, Consultant may retain copies of any such documents. In addition, all documentation provided by the District or specific documents created by Consultant for the District is strictly confidential, subject to applicable open records laws.

10. QUALITY OF WORK:

The Services performed by Consultant shall be done in a competent, timely and workmanlike manner in accordance with generally accepted practices.

11. INDEPENDENT CONTRACTOR:

Consultant is and shall be considered an independent contractor under this Agreement and shall not be considered as an employee or agent of District for any purpose.

12. ASSIGNMENT:

It is understood that the District enters into this Agreement based on the knowledge, experience, and special abilities of Consultant. Accordingly, Consultant shall not assign any responsibilities or delegate any duties of Consultant without the prior written consent of the District. This shall not prevent Consultant from hiring such staff to assist in the performance of any duties that may be determined appropriate.

13. NOTICES:

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage, and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party or Parties.

If to District:

Slate Canyon Public Infrastructure District
c/o Megan Murphy
350 E 400 S, Suite 2301
Salt Lake City, UT 84111
mmurphy@wbapc.com
303-858-1800

If to Consultant:

Pinnacle Consulting Group, Inc.
Attn: Jason Woolard
550 W. Eisenhower Blvd
Loveland, CO 80537
jasonw@pcgi.com
970-669-3611

14. EXHIBITS:

All Exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

15. FORCE MAJEURE:

Any delays in or failure of performance by either Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of any such Party.

16. CAPTIONS:

The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the Services or intent of this Agreement.

17. ADDITIONAL DOCUMENTS OR ACTION:

The Parties agree to execute any additional documents or take any additional actions that are reasonably necessary to carry out the intent of this Agreement.

18. INTEGRATION AND AMENDMENT:

This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding and all of the remaining provisions of this Agreement shall continue in full force and effect.

19. DEFAULT:

Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either Party, after notice of default and failure of defaulting Party to cure within ten (10) days, then this Agreement, at the option of the Party who is not in default, may be terminated and the nondefaulting Party may recover such damages as may be proper. If the nondefaulting Party elects to treat this Agreement as being in full force and effect, the nondefaulting Party shall have the right to an action for specific performance or damages or both.

20. WAIVER OF BREACH:

A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

21. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Colorado.



22. BINDING EFFECT:

This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

23. COMPLIANCE WITH APPLICABLE LAW:

Consultant shall provide the Services and as set forth herein in a manner which, to the best knowledge of Consultant's belief is in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction in which this Agreement is performed. Consultant declares that Consultant has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Scope of Services to be provided under this Agreement.

24. LIABILITY OF THE DISTRICT:

No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District, shall constitute or create an indebtedness or debt of the District within the meaning of any State of Utah constitutional provision or statutory limitation.

25. SUBJECT TO ANNUAL BUDGET AND APPROPRIATION:

District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

26. INSPECTION:

Either Party shall have access to any books, documents, papers and records of the other that are directly related to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

[Remainder of this page intentionally left blank.]



In witness whereof, the Parties hereto have made and executed this Agreement to be effective as of the 25th day of June, 2025.

DISTRICT:
Slate Canyon Public Infrastructure District

Signature: _____

Printed Name: _____

Title: _____

CONSULTANT:
Pinnacle Consulting Group, Inc.

Signature: _____

Printed Name: _____

Title: _____



EXHIBIT A **SCOPE OF SERVICES**

BOND ISSUANCE SUPPORT SERVICES (Pre-Bond Issuance Services)

- Provide input for the bond questionnaire in collaboration with the bond attorney, confirm accurate information in the documents, and respond to the bond team on all District related questions and clarifications.
- Provide quality control reviews of final documents, including Limited Offering Memorandum, indenture, capital pledge agreements, District resolutions, bond purchase agreement, continuing disclosure agreement, and all necessary amendments to IGA's, etc.
- Prepare and present annual budget to the public and Board.
- Prepare Accountant Certification for Construction Fund Requisition for payment of infrastructure.
- Participate in meetings with the bond team to discuss and coordinate matters associated with the bonding process.
- Attend special board meetings associated with the bonding process.

BOND FINANCIAL FORECAST SERVICES (Pre-Bond Issuance Services)

- Prepare a financial forecast of the district, consisting of forecasted statements of sources and uses of cash, to be used in a limited offering document for sophisticated investors to assist in their evaluation of the mathematical accuracy contained in the projections.

ACCOUNTING AND FINANCE (Post-Bond Issuance Services)

District Accounting

- Maintain District accounting records to include the cash receipts journal, cash disbursements journal, general ledger, accounts receivable journals and ledgers.
- Administer deposits with banks and financial institutions.
- Manage and track bank account reconciliations, investment records, and developer advance receipt and repayment records.
- Maintain asset and depreciation schedules.
- Prepare journal entries.

Accounts Payable and Accounts Receivable

- Process payments monthly for approval by representatives of the Board of Directors.
- Prepare budget versus actual reports and check detail listing reports.
- Invoice and collect special assessment fees.
- Prepare billings, enter cash receipts, and track revenues.

Financial Statements

- Prepare financial statements including balance sheet and income statement.
- Provide current year forecast of revenues and expenditures.
- Provide budget versus actual expense analysis.
- Prepare and present financial reports and summaries of information at Board Meetings.

Cash Management

- Administer cash transfers and investment of funds, as needed, for operations, capital, and debt.
- Monitor district cash receipts, disbursements, and investments.
- Initiate transfers between banks.
- Assist with the coordination and execution of banking and investment transactions and documentation at the director of the Board of Directors.

**Budget**

- Collaborate with the Board of Directors on District priorities and goals throughout a well-coordinated annual budget process.
- Prepare annual budgets including detailed schedules.
- Assist with filing of the annual budget and certified mill levies, as needed.
- Monitor actual expenditures against the approved budget and assist the Board of Directors with questions.
- Present information at Board Meetings and coordinate with the client service team to post information to the District website.

Audit/Annual Reporting

- Facilitate the preparation of the audit by preparing and providing audit documentation and schedules to the auditors and review of financial statements.

Bond Compliance

- Ensure compliance with all bond requirements and filing of continuing disclosures by preparing continuing disclosure reports and monitoring compliance with bond indentures and trust agreements.

Financial Management

- Provide financial management through financial analysis of proposed transactions and a forward-looking review of debt and funding needs.
- Provide expert-level financial knowledge and opinion to the Board of Directors.

DISTRICT:
Slate Canyon Public Infrastructure District

Signature: _____

Date: _____

CONSULTANT:
Pinnacle Consulting Group, Inc.

Signature: _____

Date: _____



EXHIBIT B
COMPENSATION FOR SERVICES

District shall pay Consultant for Services as set forth in Exhibit A (Scope of Services) and for special projects and additional services requested by the Board of Directors on an hourly basis at the hourly rates as set forth in this Exhibit B.

Service Description	2025 Compensation Terms	2025 Hourly Rate
Bond Issuance Support Services	To be paid from bond proceeds at closing Not to exceed \$5,000	\$260
Bond Financial Forecast Services	To be paid from bond proceeds at closing Not to exceed \$12,500	\$260
Annual Accounting and Finance Services	Hourly basis for services as needed	\$165

Reimbursable Expenses are in addition to compensation for Services by Consultant and include expenses incurred by Consultant and its employees and consultants in the interest of the District:

- Mileage and related travel expenses as required for Services directly related to the District.
- Expenses paid related to District website domain, hosting, accessibility, and website maintenance.
- Expenses paid related to District email addresses and phone numbers.
- Expenses paid for District accounting software platforms.
- Expenses paid for District annual IRS Form 1099 renewals.
- Expenses paid for Secretary of State registration, filings, and periodic reporting.
- Expenses paid for newspaper publications associated with District budget amendments, public bidding, etc.
- Permit fees and other fees to secure approval of authorities having jurisdiction over the District.
- Postage, courier and mailing services, document reproduction, facsimiles, or similar document expenses.

DISTRICT:
Slate Canyon Public Infrastructure District

Signature: _____

Date: _____

CONSULTANT:
Pinnacle Consulting Group, Inc.

Signature: _____

Date: _____