



CONSULTING AGREEMENT

By and Between the
BRACKETT INDEPENDENT SCHOOL DISTRICT
and
MOAK, CASEY & ASSOCIATES, INC.

MOAK, CASEY & ASSOCIATES, INC. (“Consultant”), agrees to provide the services (“Services”) indicated in this consulting agreement (“Agreement”) in return for fees as enumerated below to the **BRACKETT INDEPENDENT SCHOOL DISTRICT** (“District”), relating to an Application for Appraised Value Limitation on Qualified Property (“Value Limitation”) from the **EC&R Development, LLC** (“Company”), pursuant to Chapter 313, Property Tax Code. The Services include the components listed below.

PART I. SERVICES

Consultant shall:

- 1.1. *Brief the school board, senior administrators and community leaders:* Consultant will provide a comprehensive briefing on the mandatory procedures, rules of the Comptroller’s Office, legal risks, financial risks, and impact under the Texas school finance system.
- 1.2. *Analyze the Company’s Application Prior to Submission to the Comptroller’s Office:* Consultant will review the Company’s application in detail for completeness prior to submission to the Comptroller’s Office, in order to avoid the timeline penalties incorporated into the recently-issued Chapter 313 rules.
- 1.3. *Monitor the Comptroller’s application review:* Consultant will continually monitor the Comptroller’s economic analysis and assessment of the project to ensure that all information requests and any other issues are addressed during the review process.
- 1.4. *Prepare school-finance analysis:* Consultant will use district-specific financial models to estimate impact of the proposed economic development over the full period of the Value Limitation and credit process.
- 1.5. *Negotiate with applicant company:* Consultant will undertake informal and formal negotiations with EC&R, or its representatives.
- 1.6. *Prepare enforcement contracts:* Consultant will prepare all necessary documents to be filed by the District. Where an agreement is reached between the parties,

Consultant will have an executable contract prepared for the parties, and any other necessary legal documents for the District.

PART II. GENERAL PROVISIONS

In performing these Services, Consultant and the District agree to the following additional terms and conditions:

- 2.1. Consultant shall be available for direct consultation with the Board of Trustees of the District, but shall maintain its primary contact with Mr. Robert Westbrook, its Superintendent.
- 2.2. The District shall provide for the reproduction and dissemination of major reports or other written materials.
- 2.3. Services provided by Consultant shall be provided by direct staff of Consultant or through resources under subcontract, including, but not limited to, legal analysis provided by O'Hanlon, McCollom & Demerath.
- 2.4. The District shall promptly provide Consultant with necessary background information relating to financial and other pertinent data.
- 2.5. Information obtained by Consultant from the District shall remain confidential unless authorization for the release of the information has been approved by an authorized representative of the District, or unless disclosure of the information is required by the Texas Public Information Act.
- 2.6. Consultant is not an employee of the District, and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. The District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of Consultant. Consultant shall indemnify and hold the District harmless from any and all liability to the Internal Revenue Service for the payment of any taxes or withholding paid to Consultant under this Agreement.
- 2.7. Nothing in this Agreement shall be construed to prevent Consultant from entering into agreements with other individual school districts or other education groups regarding financial planning, legal, consulting, and other related services that do not conflict with this Agreement.
- 2.8. No provision of this Agreement shall be construed to prevent Consultant from undertaking sponsored research or services on Texas statewide school finance issues.
- 2.9. No provision of this Agreement shall be construed to entitle the District to access to general statewide finance modeling services and analyses prepared by Consultant except as covered under Part I.
- 2.10. This Agreement shall be in force from July 13, 2009, until the Services set forth herein have been completed.

PART III. FEES AND EXPENSES

- 3.1. The fee shall be \$75,000 for the term of the Agreement, inclusive of expenses.
- 3.2. Fees shall be paid as follows:
 - 3.2.1. An initial amount of \$25,000 to be paid upon execution of this Contract, but only after receipt of the Company's application fee;
 - 3.2.2. A second payment of \$25,000 once the required analyses are completed; and
 - 3.2.3. A third payment of \$25,000 shall be due upon completion of board action on the proposed Value Limitation.
- 3.3. All payments shall be due upon receipt of an invoice for same.

PART IV. NOTICES AND MAILINGS

Invoices, payments, and other official communications shall be considered delivered if mailed to the following, or to such other address as may be designated, in writing, from time to time:

- 4.1. If to Consultant:

Mr. Daniel T. Casey, Partner
MOAK, CASEY & ASSOCIATES, INC.
400 W. 15th Street, Suite 1410
Austin, TX 78701

- 4.2. If to Client:

Mr. Robert Westbrook, Superintendent
BRACKETT ISD
P.O. Box 586
Brackettville, TX 78832-0586

**DISTRICT:
BRACKETT ISD**

**CONSULTANT:
MOAK, CASEY & ASSOCIATES, INC.**

Date: _____

Daniel T. Casey
Partner

Date: _____