

Accountability Act
Annual Report – 2021/2022
El Dorado Hills Joint County Water/Fire District-Latrobe Zone

The special tax measure passed under Government Code Section 50075 by the voters in the Latrobe Fire Protection District, now the El Dorado Hills County Water District, was specifically intended to develop and maintain fire and rescue services in the Latrobe Community. The measurement adopted to evaluate the success of the additional funds in the fire district was to accomplish and maintain an ISO rating for the District. Prior to this time, the District was unrated and the homeowners were subject to high homeowner insurance rates. All funds have been assigned each year to the annual operating budget for purchase and maintenance of rescue and firefighting equipment and apparatus. The district accomplished an ISO rating in the first year following the voter approval tax measure. El Dorado Hills Joint County Water/Fire District continues to maintain this ISO rating with the assistance of the special tax funding.

During fiscal year 2021/22, the funds collected by the special tax were \$35,037. The funds expended for Services and Supplies totaled \$1,273,895 of which the excess over and above the special tax was funded by annual property taxes.

There are no projects required or authorized to be funded under Section 50075.1 from this special tax.

Approved by the El Dorado Hills County Water District Board of Directors on December 15, 2022.

Bobbi Bennett, Board President

ATTEST:

Jessica Braddock, Board Secretary

**El Dorado Hills Fire Department
 Station 91/92 Expense Summary**
 For the Year Ending June 30, 2022**



Category	2021/22 Total Expenditures
Salaries and Wages	\$ 1,077,274
Health Insurance (estimate)	151,200
Dental/Vision (estimate)	16,200
Life/OHS/Disability (6 employees)	3,281
Uniform Allowance	4,800
Telecommunications	1,170
Network/Connectivity	1,233
Facilities Maintenance Sta 91	4,599
Equipment/Apparatus Maintenance	3,845
Supplies Sta 91	3,564
Utilities Sta 91/92	6,729
Capital Assets	-
Total Station 91 Expense	\$ 1,273,895

** *Most* operating expenditures are not allocated or tracked by station. As such, only labor for personnel working at Station 91 during the fiscal year and separately allocated expenditures are included in this analysis.



El Dorado Hills Fire Department

1050 Wilson Blvd. · El Dorado Hills, CA 95762 · Phone (916) 933-6623 · Fax (916) 933-5983

Maurice Johnson
Fire Chief

DATE: December 15, 2022
TO: Board of Directors
AGENDA ITEM: Item XIV-E
SUBJECT: HVAC Maintenance Services Contract

TOPIC

Staff seeks Board authorization to approve a contract for Heating, Ventilation, and Air Conditioning (HVAC) maintenance services for all department facilities.

SUMMARY

At its October 20, 2022, regular meeting, the Board authorized staff to post a Request for Quotations (RFQ) for HVAC maintenance services. On October 24, 2022, the HVAC maintenance services RFQ was posted, and responses were received by the close date of November 29, 2022.

DISCUSSION

The RFQ process secured two qualified respondents. Staff evaluated and scored both proposals on the following established criteria, which was outlined in the RFQ:

- Total price for the completion of work
- Ability to meet the minimum specifications required for the work
- Ability to obtain insurance coverage
- Possession of and ability to retain necessary equipment, tools, and staffing
- Completeness of the information requested and provided
- Expertise, qualifications, licenses, certifications, and directly related experience
- Prior track record with similar projects
- Ability to commitment to perform the work in a timely manner and to promptly invoice [EDH] Fire for the work performed.

Three (3) Staff members participated in the scoring process. Based on the results of this process, staff recommends Lawson Mechanical Contractors to provide maintenance services for the Department's HVAC systems.

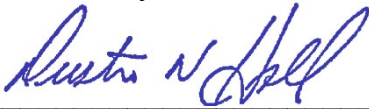
FISCAL IMPACT

The proposed contract cost is \$14,779.00 annually, which includes quarterly preventative maintenance services and is within the 2022/23 budgeted amount for these services. This does not include any unforeseen issues or replacement of equipment.

RECOMMENDATION

Staff respectfully recommends the Board approve the award of the RFQ to Lawson Mechanical Contractors.

Submitted by:



Dustin Hall
Deputy Chief – Operations

Approved by:



Maurice Johnson
Fire Chief



www.FinanceDTA.com

AGREEMENT FOR CONSULTING SERVICES

EL DORADO HILLS FIRE DEPARTMENT
COMMUNITY FACILITIES DISTRICT
FORMATION SERVICES

November 15, 2022

Public Finance
Public-Private Partnerships
Development Economics
Clean Energy Bonds

*Newport Beach | San Jose | San Francisco | Riverside
Dallas | Houston | Raleigh | Tampa*

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this ____ day of November of 2022, by and between El Dorado Hills Fire Department at 1050 Wilson Boulevard, El Dorado Hills, CA 95762, herein called "Client," and DTA at 100 Bayview Circle, Suite 100, Newport Beach, CA 92660, herein after called "DTA" or "Consultant." The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows.

ARTICLE I **DISCLOSURES AND TERM OF CONTRACT**

Section 1.1 As of the date of this Agreement, there are no actual or potential conflicts of interest that DTA is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If DTA becomes aware of any potential conflict of interest that arise after this disclosure, DTA will disclose the detailed information in writing to the Client in a timely manner.

Section 1.2 DTA, a Securities and Exchange Commission ("SEC") and MSRB registered firm, does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Client may electronically access DTA's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

<https://www.sec.gov/edgar/searchedgar/companysearch.html>

Section 1.3 This agreement shall become effective on the date stated above and will continue in effect until the earlier of (i) that day when the services provided for herein have been performed or (ii) until terminated as provided in Article 6 below.

ARTICLE II **SERVICES TO BE PERFORMED BY CONSULTANT**

Section 2.1 Consultant agrees to perform the professional services for the Client for Community Facilities District ("CFD") formation, herein after called "Project" in accordance with the applicable professional standard of care and to deliver the work products to the Client as described in the Scope of Work statement attached as Exhibit "A" hereto. Such professional services and work products, as from time to time modified in accordance with Section 2.3 hereof, are collectively referred to as the "Consulting Services."

Section 2.2 Instruments of Service. All computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, processes and methods (collectively, the "Proprietary Models"), reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Consultant are Instruments of Service of Consultant and shall remain the property of Consultant. Consultant shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a license to use the hard copy or electronically transmitted reports generated pursuant to the Consulting Services and that any Proprietary Model that Consultant uses to generate such reports is owned by, or is duly licensed from a third party to Consultant and is not being provided to Client hereunder. The reports and models used to generate such reports are for use on this Project only. The Client shall not reuse or make any modification to the hard copy or electronically transmitted reports generated pursuant to the Consulting Services without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its shareholders, officers, directors, employees and subconsultants (collectively, Consultant's) against any damages, liabilities or costs, including reasonable attorneys' par fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized use, reuse or modification of the hard copy or electronically transmitted reports generated pursuant to the Consulting Services or any of Consultant's Instruments of Service, including models, by the Client or any person or entity that acquires or obtains the reports from or through the Client without the written authorization of the Consultant. Client acknowledges that Consultant may have used reports and analyses that Consultant authored for other clients as base works or templates for the reports and analyses prepared for Client pursuant to this Agreement, and Client acknowledges and agrees that Consultant has the right to use the reports and analyses that it authors pursuant to this Agreement as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however that Consultant shall not use any confidential information provided by Client in such future reports and analyses. Client further acknowledges and agrees that Consultant has spent substantial time and effort in collection and compiling data and information (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Client's confidential information that may be contained in such Data Compilations, unless such confidential information is used only on an aggregated and anonymous basis.

Section 2.3 Any proposed changes in the Consulting Services hereunder shall be submitted to the other party hereto, and any such changes agreed to by the parties shall be reflected in an amendment to Exhibit "A" in accordance with Section 7.2 hereto.

Section 2.4 Nothing in this Agreement shall give the Consultant possession of authority with respect to any Client decision beyond the rendition of information, advice, recommendation, or counsel.

ARTICLE III **COMPENSATION**

Section 3.1 Client agrees to pay Consultant for its Consulting Services in accordance with this Agreement, a professional fee computed according to the Professional Fee Schedule attached as Exhibit "B" hereto and incorporated herein by reference (the "Fee Schedule"). Client acknowledges and agrees that portions of Consultant's professional fees and expenses may have been incurred by Consultant prior to the execution of this Agreement (the "Pre-Agreement Fees") and Client agrees to pay such Pre-Agreement Fees in accordance with this Agreement.

Section 3.2 The Client shall reimburse the Consultant for out-of-pocket and administrative expenses by paying a charge equal to 3% of DTA's monthly billings. Expenses shall include all actual expenditures made by Consultant in the performance of any Consulting Services undertaken pursuant to the Agreement, including, without limitation, the following expenditures:

- (a) Cost of clerical assistance, including typing, collation, printing and copying, plus copier and photography costs, including photographic reproduction of drawings and documents.
- (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, lodging and regularly scheduled commercial airline ticket costs.
- (c) Courier services, facsimile, and telephone expenses.

Section 3.3 On or about the first two weeks of each month during which Consulting Services are rendered hereunder, Consultant shall present to Client an invoice covering the current Consulting Services performed and the reimbursable expenses incurred pursuant to this Agreement and exhibits thereto. Such invoices shall be paid by Client within thirty (30) days of the date of each invoice. A 1.2% charge may be imposed against accounts which are not paid within 30 days of the date of each invoice.

Section 3.4 The maximum total fee amount set forth in Exhibit "B" may be increased as a result of any expansion of the Consulting Services to be rendered hereunder pursuant to Section 2.3 or as provided in Exhibit "A" hereto.

Section 3.5 Records of the Consultant's costs relating to (i) Consulting Services performed under this Agreement and (ii) reimbursable expenses shall be kept and be available to the Client or to Client's authorized representative at reasonable intervals during normal business hours.

ARTICLE IV
OTHER OBLIGATIONS OF CONSULTANT

Section 4.1 Consultant agrees to perform the Consulting Services in accordance with Exhibit "A" and the applicable standard of care. Should any errors caused by Consultant's negligence be found in such services or products, Consultant will correct them at no additional charge by revising the work products called for in Exhibit "A" to eliminate the errors.

Section 4.2 Consultant will supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

Section 4.3 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of Client. However, Consultant may subcontract portions of the work to be performed hereunder to other persons or concerns provided Consultant notifies Client of the name and address of said proposed subcontractor and Client either consents or fails to respond to notification with respect to the use of any particular proposed subcontractor.

Section 4.4 In the performance of its Consulting Service hereunder, Consultant is, and shall be deemed to be for all purposes, an independent contractor (and not an agent, officer, employee or representative of Client) under any and all laws, whether existing or future. Consultant is not authorized to make any representation, contract, or commitment on behalf of Client.

Section 4.5 Neither this Agreement, any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause the Consultant to be a "public official" as that term is used in Section 87100 of Title 9 of the California Government Code. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms are used in Section 87100. The Client and Consultant also agree that no actions and opinions necessary for the performance of duties under the Contract will cause the Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in Section 87100.

ARTICLE V
OTHER OBLIGATIONS OF CLIENT

Section 5.1 The Client shall provide full information in a timely manner regarding requirements for and limitations on the Project. Client agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonably necessary to the performance of Consultant's duties under this Agreement with the exception of those documents which Exhibit "A" calls upon the Consultant to prepare.

Section 5.2 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Consultant.

Section 5.3 Consultant frequently is retained by developers, landowners, and other persons and concerns interested in development projects which often eventually lead to the preparation on a contract basis by Consultant of preliminary tax spread models for government agencies to determine tax rates and other matters necessary to accomplish various improvements to realty for financing under a Mello-Roos or other financing programs. In light of the foregoing, Client will determine whether or not it is appropriate to conduct a "significant substantive review" or a "significant intervening substantive review" of Consultant's activities conducted pursuant to this Agreement as such terms are defined in Section 18700(c)h of Title 2 of the California Administrative Code. Should Client elect to conduct such a substantive review, then Client shall determine whether it has sufficient expertise on staff to conduct such a review, and, if not, will retain an independent expert consultant to review Consultant's work. Thereafter, Client shall conduct such review, or cause such independent review to be conducted, prior to the making of any governmental decision relating to the matters contained within the Scope of Work described in Exhibit "A". The parties do not intend and nothing in this Section 5.3 is meant to imply that Consultant is a "public official," "participating in a governmental decision," or has a "financial interest" in the services provided as such terms are used in Section 87100 of Title 9 of the California Governmental Code.

Section 5.4 The Client shall provide prompt written notice to the Consultant if the Client becomes aware of any fault or defect in the Project, including any errors, omissions, or inconsistencies in the Consultant's Instruments of Service.

Section 5.5 Client, public agencies, landowners, consultants and other parties dealing with Client or involved in the subject development project referred to in Exhibit "A" will be furnishing to Consultant various data, reports, studies, computer printouts and other information and representations as to the facts involved in the project which Client understands Consultant will be using and relying upon in preparing the reports, studies, computer printouts and other work products called for by Exhibit "A." Consultant shall not be obligated to establish or verify the accuracy of the information furnished by or on behalf of Client, nor shall Consultant be responsible for the impact or effect on its work products of the information furnished by or on behalf of Client, in the event that such information is in error and therefore introduces error into Consultant's work products.

Section 5.6 In the event that court appearances, testimony or depositions are required of Consultant by Client in connection with the services rendered hereunder, Client shall compensate Consultant at a rate of \$400 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis.

ARTICLE VI
TERMINATION OF AGREEMENT

Section 6.1 Either party may terminate or suspend this Agreement upon thirty (30) days written notice. Unless terminated as provided herein, this Agreement shall continue in force until the Consulting Services set forth in Exhibit "A" have been fully and completely performed and all proper invoices have been rendered and paid.

Section 6.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party at its option may terminate this Agreement by giving written notification to the defaulting party. Such termination shall be effective upon receipt by the defaulting party, provided that the defaulting party shall be allowed ten (10) days in which to cure any default following receipt of notice of same.

Section 6.3 In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

Section 6.4 Suspension and Termination for Non-Payment. (i) In addition to any other provisions in this Agreement regarding breach of the Agreement, if the Client fails to make payments when due, the Consultant may suspend performance of services upon ten (10) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance. (ii) If the Client fails to make payment to the Consultant in accordance with the payment terms herein, and/or Client has failed to cure its breach or default following a suspension of services as set forth above, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant upon seven (7) days written notice to the Client. (iii) Payment of invoices shall not be subject to any discounts or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

Section 6.5 The covenants contained in Sections 3.1, 3.2, 4.4, 5.3, 5.4, 5.5 and all of Article VII shall survive the termination of this Agreement.

ARTICLE VII **GENERAL PROVISIONS**

Section 7.1 Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with the first sentence of this Section 7.1. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 7.2 This Agreement and exhibits hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement (including any exhibit hereto) will be effective if it is in writing and signed by the party against whom it is sought to be enforced.

Section 7.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 7.4 Disputes. The parties agree to first try in good faith to settle the dispute by mediation pursuant to the Mediation Rules of the American Arbitration Association. If the claim or controversy is not settled by mediation, the claim or controversy may be resolved by final and binding arbitration. On the written request of one party served on the other, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association and the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The arbitration shall take place in Newport Beach, California, or such other location mutually agreed to by the parties.

The arbitrator(s) shall be selected as follows: In the event that Consultant and Client agree on one arbitrator, the arbitration shall be conducted by such arbitrator. In the event Consultant and Client do not so agree, Consultant and Client shall each select an arbitrator and the two arbitrators so selected shall select the third arbitrator. If there is more than one arbitrator, the arbitrators shall act by majority vote. The parties may propose arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. The parties are not required to hire a AAA arbitrator for resolution of a dispute hereunder.

No arbitration shall include by way of consolidation or joinder any parties or entities not a party to this Agreement without the express written consent of the Client, the Consultant and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision.

The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Section 7.5 The prevailing party in any arbitration or legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

Section 7.6 This Agreement will be governed by and construed in accordance with the laws of the State of California.

Section 7.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

Section 7.8 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Consultant nor the Client, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other for, or shall make, any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

Section 7.9 It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.



Section 7.10 Limitation of Liability – for available insurance: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys’ fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the sum of insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, except for Consultant’s willful misconduct or unless otherwise prohibited by law.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above written.

CONSULTANT:
David Taussig and Associates, Inc.
d/b/a DTA

CLIENT:
El Dorado Hills Fire Department

By: _____
David Taussig, President

By: _____

Date: _____

Date: _____

SCOPE OF WORK

DTA is please to submit this proposal to the El Dorado Hills Fire Department (the "Client"). We will assist the Client with establishing an Annexable Community Facilities District ("CFD") to fund authorized fire protection services (the "Services") within the Client's service area. DTA's responsibilities under this Scope of Work will comprise:

1. Prepare local goals and policies.
2. Develop annexable boundary map.
3. Request from the El Dorado County ("County") Registrar of Voters confirmation of registered voters' status residing in the boundaries of the CFD prior to the adoption of the Resolution of Formation.
4. Develop alternative methodologies for apportioning Services costs by land use (e.g., single family attached residential, multi-family attached residential, retail, and non-retail commercial/industrial)
5. Compute special tax rates by land use type in an amount sufficient to cover projected Services costs, administrative expenses, and reserves.
6. Conduct a tax spread or cash flow analysis to assist in structuring the levy and collection of the special tax to provide funds when costs are incurred.
7. Prepare a special tax apportionment methodology, subject to department constraints and financing objectives, and department policy guidelines.
8. Draft CFD Public Report and assist CFD Formation Counsel with preparing required documents, including the Resolution of Intention, Resolution of Formation, and related items. We shall also provide the necessary data and advice to CFD Formation Counsel regarding the implementation of the CFD, including policies that address future annexations.
9. Mailing of notices (optional).
10. Tabulate ballots and prepare Election Certification (optional).
11. Provide a list of Assessor's parcels to be attached to the Notice of Special Tax Lien and coordinate its recordation with the County pursuant to the Streets & Highway Code §3114.5.
12. Attend up to four (4) meetings and public workshops with the El Dorado Hills County Water District Board of Directors and other parties.
13. Public outreach and public polling (optional).

FEE SCHEDULE

The proposed budget for the tasks listed in the Scope of Work shall be billed on a time and materials basis, not to exceed **\$25,000**. DTA shall be remunerated for consulting services (as described above in the Scope of Work) on an hourly basis according to the rates set forth in Table 1 below, with invoices being submitted to the Client on a monthly basis. Any additional tasks and professional services beyond those described in the Scope of Work will be billed at the hourly rates in Table 1 below. If the Scope of Work can be completed for less than \$25,000, only the hours expended will be billed. No fixed retainer is required under this Fee Schedule.

Table 1: DTA's Fee Schedule

Labor Category	Labor Rate
President/Managing Director	\$300/Hour
Senior Vice President	\$275/Hour
Vice President	\$250/Hour
Senior Manager	\$210/Hour
Manager	\$200/Hour
Senior Associate	\$190/Hour
Associate III	\$175/Hour
Associate II	\$165/Hour
Associate I	\$150/Hour
Research Associate II	\$140/Hour
Research Associate I	\$125/Hour

Out-of-pocket and administrative expenses shall be equal to 3% of DTA's billings for labor, plus travel expenses and any outside vendor payments, not to exceed a total of \$1,500. The preceding budgets, rates, and expenses apply for a 12-month period from the execution of an agreement covering such services and are subject to a cost-of-living increase every 12 months thereafter. DTA reviews its professional fees and hourly rates annually and, if appropriate, adjusts them to reflect increases in seniority, experience, cost-of-living, and other relevant factors. DTA will notify the Client before any such increase.

On or about the first two weeks of each month during which consulting services are rendered hereunder, DTA shall present to the Client an invoice covering the current consulting services performed and the reimbursable expenses incurred pursuant to the agreement and exhibits thereto. Such invoices shall be paid by the Client within 30 days of the date of each invoice. A 1.2% monthly charge may be imposed against accounts which are not paid within 30 days of the date of each invoice. DTA shall stop all work on their work for the project if payment is not received within 45 days of submittal of an invoice.

A Limitations

This budget covers only those tasks outlined in Section I. Additional consulting services beyond those included in Section I ("Additional Work") may be provided for additional fees if they cause the proposed maximum budget to be exceeded.

Any additional tasks assigned by the Client will be charged at the hourly rates listed above if the total compensation listed above has been exceeded. All meetings will be conducted via conference call or an online meeting software. In-person attendance at any meetings shall be billed on time and materials basis, not to exceed \$2,000. Attendance at any in-person meetings or an excessive number of tax spread computer runs [over ten (10)] may also require additional fees if the total compensation has been exceeded. Such additional fees will be added to the "compensation" amounts listed above. Should separate improvement areas or zones be included within a CFD, additional time and materials may be charged, up to a maximum of \$2,500 per improvement area or zone, if these improvement areas or zones cause the maximum budget listed in Table 1 to be exceeded.

The proposed budget assumes the formation of a typical CFD with a schedule between the initiation of work and adoption of the Resolution of Formation that is no longer than 9 months. If the tasks in the Scope of Work are not completed within 9 months, at any point thereafter, DTA may request an increase in the maximum compensation if total hourly billings to date exceed the proposed compensation level listed above.

The hourly fees listed above apply for a 12-month period and are subject to a cost-of-living increase after that period and annually thereafter.