

**LAKE COUNTY LOCAL AGENCY FORMATION COMMISSION
CONSULTING SERVICES AGREEMENT**

Name of Consultant: Municipal Resource Group

Project Name: Review of South Lakeport Annexation

Completion Date: _____ 20__ , or [X] See Work/Progress Payment Schedule - Exhibit B

Total Contract Amount: \$ 23,425 - Not to Exceed

Delay Damages per Day of \$ _____ (*\$100 per day if no other amount provided*)

Payment Schedule: Monthly Billing Payment Upon Completion Other (*See Exhibit B*)

Special Contract Terms (if any):

Attach WORK PROGRAM as Exhibit "A", WORK/PROGRESS PAYMENT SCHEDULE as Exhibit B, PERSONNEL, CHARGE OUT RATES AND SUBCONTRACTS as Exhibit "C".

NOTE: The attached standard terms and conditions are a part of this agreement. Read them carefully before signing. They include a per day charge for any unapproved delays in completion of the work at \$100 dollars per day or such other amount as provided above.

Dated: 2.16.20

CONSULTANT:

Mike Oliver
Mike Oliver, President Authorized Officer

Address: 675 Hartz Ave, Suite 300

Danville, CA 94526

Phone Number: 1-510-915-4376

Email Address: moliver@municipalresourcegroup.com

Dated: _____

Lake County Local Agency Formation Commission

Email: j.benoit4@icloud.com

by Bruno Sabatier
_____, LAFCo Chair

STANDARD TERMS AND CONDITIONS

THIS AGREEMENT made and entered into by and between the Lake County Local Agency Formation Commission, a political subdivision of the State of California (hereinafter referred to as "LAFCo") and the consultant named on the frontsheet to this agreement (hereinafter referred to as "Consultant") to provide consulting services with regard to the project described on the frontsheet.

WITNESSETH:

WHEREAS, LAFCo has determined that it is necessary to obtain qualified consultant to provide professional services to LAFCo; and

WHEREAS, Consultant has represented to LAFCo that they are experienced and competent to perform the consulting services required hereunder and have the necessary Commission and resources to do so in a timely manner; and

WHEREAS, it is the intent of the parties hereto that said tasks shall be completed in conformity with all applicable federal, state and local laws, so as to provide an appropriate and enforceable basis for LAFCo action on the project.

NOW, THEREFORE, LAFCo and Consultant mutually agree as follows:

1. Work Program.

The services to be provided by Consultant shall be as set forth in the Work Program attached as Exhibit "A" to this agreement. Exhibit "B" shall set forth a schedule of stages for completion of documents, though the final completion date.

2. Meetings to Be Attended.

a) Consultant shall be obligated to meet with LAFCo Commission, other agencies, or department resource persons, and the Commission, or Commission subcommittees as necessary to complete the documents under this agreement. The contract price set forth in Front Sheet to this agreement includes attendance at meetings in Fairfield reasonably required to complete and obtain LAFCo approval of the report or work, unless otherwise expressly noted in the Scope of Work. If there is a maximum number of meetings of a particular type set forth in Exhibit "A", any additional meetings of that type shall be considered extra work and compensated on an hourly basis as provided in Paragraph 7 below.

b) LAFCo shall be responsible for scheduling and providing all public notices for all public meetings. Consultant shall be ready, willing, and able to answer questions concerning the completeness of the plans and programs and the methods used to develop the information for the plans and programs.

c) Consultant agrees that it will meet with LAFCo Commission when requested at reasonable times and upon reasonable notice. Consultant shall be prepared to submit all material completed to date at each such meeting. The meetings shall be conducted in order to establish a close working relationship between LAFCo Staff, Commission and Consultant in order for Consultant to stay continually apprised of the direction LAFCo desires to take with the documents.

3. Copies of Documents.

Consultant shall provide to LAFCo one original of each administrative draft or report and LAFCo shall make further copies as needed for the Commission and public.

4. Responsibilities of LAFCo Commission.

a) LAFCo shall review and approve all administrative draft reports submitted by the Consultant. LAFCo shall notify the Consultant, in writing, of ambiguities, discrepancies, deficiencies, omissions, or errors which its review indicates are contained in such data or documents. Once the Consultant has responded to LAFCo comments, LAFCo shall review the Consultant response. If LAFCo determines the response to be adequate, it shall approve the response. If LAFCo determines the response inadequate, the response shall be returned to the Consultant for further revision.

b) LAFCo Executive Officer and LAFCo Counsel shall be the persons authorized to provide all direction, input, acceptances or instructions on behalf of LAFCo unless such authority is otherwise expressly assigned to another individual. Notwithstanding the foregoing or any other provisions of this contract, no amendments affecting the compensation to be paid to Consultant under this agreement shall be effective unless and until put in writing and signed by LAFCo Executive Officer, or if over the contract amount in aggregate exceeds \$10,000, until approved by LAFCo Commission.

5. Consultant Response to Commission Review and Approval.

Consultant shall revise or rewrite all administrative draft reports to correct all discrepancies, deficiencies, omissions, errors, or ambiguities, to the satisfaction of LAFCo. The Consultant shall perform all additional work reasonably deemed necessary by LAFCo to correct all errors, omissions, discrepancies, deficiencies, or ambiguities without additional compensation if such errors, omissions, discrepancies, deficiencies or ambiguities are the result of Consultant's work. Consultant shall give immediate attention to these changes so there will be a minimum of delay to LAFCo.

COMPENSATION

6. Fixed Contract Amount.

a) LAFCo agrees to pay the Consultant for performance of professional services as described herein the total amount not to exceed the amount set forth on the frontsheet hereto. Consultant shall attach a breakdown of costs, and hourly charge-out rates in Exhibit C hereto.

b) Consultant understands and agrees that Consultant is obligated to complete all work within the reasonable scope of the work program but LAFCo is not responsible for any costs incurred in excess of the amount budgeted as the overall maximum contract amount, unless the parties have agreed to extra work as provided in Paragraph 7 below, or to a change in the contract as provided in Paragraph 13, below.

7. Extra Work.

a) In the event that extra work is required, and if LAFCo agrees to authorize and pay for such extra work, the Consultant will perform such work in at the charge out rates set forth in Exhibit "C" hereto, plus reimbursement for expenses reasonably incurred, or such fixed amount as the parties may agree. LAFCo shall only be responsible for payment for such extra work after it has been authorized by a duly executed amendment to the contract as provided in Paragraph 7, below.

b) As used herein, "Extra Work" shall mean all work undertaken by Consultant which is beyond the reasonable scope of the Work Program. The parties recognize that the development of reports as called for herein is frequently an interactive process that could result in multiple commission meetings and revisions. Because of the fixed price nature of this contract, this contract may provide limits on Consultant's obligations in terms of meetings and sets of revisions. If so, any additional revisions or meetings beyond such limits shall be considered extra work and billed accordingly. However, if no specific limits are placed in the Work Program (Exhibit A) then no such limits are applicable.

8. Responsible Employees.

Exhibit C contains a list of the employees Consultant intends to use in performance of this contract. Consultant shall not substitute other employees on the contract without LAFCo's prior consent.

9. Payment of Services.

a) To obtain payment, Consultant shall submit an invoice to LAFCo and any other documentation or claim form that LAFCo Executive Officer may require. The invoice and/or claim form shall be submitted to LAFCo Executive Officer who shall review it, and if satisfactory, submit it to LAFCo Commission for payment.

b) Payment for services under this contract shall be due within forty-five (45) calendar days after receipt by LAFCo of the invoice or claim form.

CONTRACT PERFORMANCE TIME

10. Work to Be Done Within Schedule.

All of the work (or phases of the work) required by this Contract shall be completed in a timely manner and ready for acceptance by the times and dates specified in the schedule set out in the Work Schedule (Exhibit B), and final completion date set out in the frontsheet to this agreement.

11. Extensions of Time.

LAFCo Executive Officer is authorized to extend the time for performance of any task or item called for in the work program for good reason. Unless an extension of time to perform is approved by LAFCo, Consultant shall complete the work within the time called for in the contract.

12. Delay Damages.

Should Consultant fail to complete the work within the scheduled time, or any approved extension thereof, Consultant agrees to pay liquidated damages for the cost of delay of \$100.00 per day or such other amount as agreed to on the Frontsheet for each day after the project should have been completed to the date completed, in addition to any other damages that may be due. THE PARTIES AGREE THAT CALCULATION OF THE DAMAGE WOULD BE DIFFICULT OR IMPRACTICAL AND THAT SAID AMOUNT IS A FAIR AND REASONABLE ESTIMATE UNDER THE CIRCUMSTANCES. SUCH DAMAGES ARE LIQUIDATED DAMAGES PURSUANT TO SECTIONS 1671, 1676, AND 1677 OF THE CALIFORNIA CIVIL CODE, AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY WITH THE MEANING OF SECTION 3275 OR 3369 OF THE CALIFORNIA CIVIL CODE OR ANY SIMILAR PROVISION.

CHANGES TO AGREEMENT

13. Change Orders.

LAFCo may, from time to time, request changes in the scope of services to be provided by Consultant under this agreement. Such changes, including any increase or decrease in the amount of Consultant's compensation, in order to be effective, shall be mutually agreed upon by and between LAFCo and Consultant and shall be incorporated by written amendments to this agreement or the Exhibits attached hereto. Said amendments shall only become effective when fully signed by duly authorized officers of both respective parties. Any such work shall be compensated in accordance with the attached charge-out rates for extra work unless otherwise agreed.

WARRANTIES

14. TECHNICALLY ADEQUATE STUDIES.

The Consultant warrants that services provided by the Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in California under similar conditions. Consultant further warrants that all of its work will comply with the all applicable laws of the state of California, and environmental-related statutes, laws, regulations, guidelines, and applicable case law at the time that the work product is delivered to and accepted by LAFCo Executive Officer.

15. Consultant to LAFCo.

It is understood that the studies prepared under this contract are to be prepared in and with cooperation from LAFCo and its Commission, and that Consultant's responsibility will be to LAFCo. Consultant shall act as Consultant only to LAFCo and shall not act as Consultant to any other individual or entity affected by these plans and programs in any manner that would conflict with Consultant's responsibilities to LAFCo during the term of this contract without the express written consent of LAFCo.

16. Assignment, Delegation & Subcontractors.

Consultant acknowledges that LAFCo's selection of Consultant for the performance of the work of this agreement is based upon the personal qualifications of Consultant's professional employees. There shall be no subcontracting or assignment without the consent of LAFCo, unless such subcontracting is part of the approved Work Program.

17. Nondiscrimination.

There shall be no discrimination against any employee who is employed in the work covered by this agreement, or against any applicant for such employment because of race, religion, color, sex, age, marital status, disability or national origin. This provision shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

18. Interest of Consultant.

Consultant covenants that neither Consultant nor the subcontractors identified herein presently have any personal or financial interest and shall not acquire an interest in any manner or degree which would conflict with the performance of her or his services hereunder. Consultant further covenants that in the performance of this agreement no person having any such interest shall be employed or subcontracted with to perform any services required hereunder.

RISK MANAGEMENT

19. Consultant and Subcontractors -Independent Contractors.

Consultant and those persons or entities providing services hereunder are independent contractors. As such, each shall be responsible for performing the work under this agreement in a safe, skillful, professional and workmanlike manner and shall be liable for her/his own negligence and the negligent acts of her/his employees. LAFCo shall have no right of control over the manner in which the work is to be done and shall, therefore, not be charged with the responsibility of preventing risk to Consultant or her/his employees.

20. Consultant to Provide Insurance.

a) Insurance Coverages: Consultant shall maintain, at Consultant's own expense during the term hereof, insurance with respect to Consultant's business, the premises and all activities or services in the performance of this agreement, of the types and in the minimum amounts described generally as follow

i) Full Worker's Compensation and Employers Liability Insurance covering all employees of Consultant as required by law in the State of California. The Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance shall be provided to LAFCo prior to commencement of work.

ii) Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of \$1,000,000.00 combined single limit per occurrence.

iii) Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damages) on owned, leased and non-owned vehicles used in connection with Consultant's business of \$500,000.00 combined single limit per occurrence.

iv) Throughout the duration of the project, Consultant shall carry professional liability insurance in a standard form, including errors and omission coverage, with a company admitted to do insurance business in the State of California and approved by LAFCo.

b) Proof of Insurance Requirements: Consultant shall furnish proof of coverage satisfactory to LAFCo as evidence that the insurance required above is being maintained.

c) Policy Deductibles: Consultant shall be responsible for all deductibles in all of the insurance policies required hereunder. The amount of deductibles for an

insurance coverage required herein shall be reasonable and subject to LAFCo's approval.

d) Consultant's Insurance As Primary: The Consultant's insurance coverage shall be primary as respects LAFCo, its officials, employees and volunteers. Any insurance or self-insurance maintained by LAFCo, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

e) Waiver of Subrogation: Consultant's worker's comp insurer shall agree to waive all rights of subrogation against LAFCo, its officers, officials and volunteers for losses arising from work performed by Consultant for LAFCo.

f) Material Breach: It is further agreed that failure of Consultant to maintain the insurance required by this paragraph or to comply with any of the requirements of this section shall constitute a material breach of the entire agreement.

g) Waiver of Requirements: LAFCo Executive Officer may waive the general liability and professional liability requirements of this contract where the risk is determined to be low, and the burden on the Consultant to obtain such insurance would be disproportionate to the magnitude of the contract. Any such waiver must be in writing, signed by LAFCo Executive Officer to be effective.

21. Indemnity.

Consultant agrees to indemnify and hold LAFCo harmless from all claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against LAFCo that result from acts or omissions of Consultant, Consultant's employees and Consultant's agents.

TERMINATION

22. Termination by LAFCo.

The parties agree that LAFCo shall have an absolute right, in its sole discretion and for any reason, to terminate this contract, with or without cause. Any such termination shall be effective immediately upon receipt by Consultant of a written notice from LAFCo of its election to terminate, or on the third day after the mailing of such written notice to Consultant at the address specified herein, whichever earlier occurs.

23. Termination by Consultant.

Consultant acknowledges and agrees that due to the nature of the work encompassed by this contract, the damage and loss to LAFCo if Consultant does not complete the work required by this contract, and LAFCo's reliance on Consultant and the professionals that it has employed and assembled to perform all work, Consultant shall not be allowed to terminate this contract without the express written consent of LAFCo; provided, however, if LAFCo

shall, without good cause, have failed to pay Consultant for a period of 60 days from the date any such payment was due, and any such payment is not tendered within 5 days of a written demand and Notice of Termination, then and only then may Consultant terminate this contract.

24. Termination Procedures.

- a) Should this Agreement be terminated, all materials produced to the date of termination shall be delivered upon final payment to Consultant. Materials delivered shall include, and not be limited, field data, record data, reports, partially completed reports, partially completed plans, specifications and estimates, and all relevant documentation.
- b) In the event of termination, LAFCo shall pay Consultant for all services which were properly rendered to date of termination, based on percentage of completion. If the parties disagree on the percentage of completion it shall be arbitrated as provided in Paragraph 28 below.

GENERAL PROVISIONS

25. Authorization of Signatories.

The parties hereto represent that the undersigned individuals executing this agreement on behalf of their respective parties are fully authorized to do so by law or other appropriate instrument and to bind said parties by the obligations set forth herein.

26. Ownership of Data Developed for Contract.

All information, data, maps, charts, tables, photographs, and photo-ready materials prepared by the Consultant for the completion of tasks as provided for in this contract shall be the property of LAFCo and shall be delivered by the Consultant to LAFCo upon completion of all tasks and final payment. Consultant, by signing this contract, disclaims any copyright in the information published in the execution of the contract.

27. Books of Account.

The Consultant agrees to keep proper books of record and account in which complete and correct entries will be made of payroll costs, travel, subsistence and field expenses. Said books will be available at all times for reasonable examination by LAFCo and for a period not to exceed three years after termination of the Contract.

28. Arbitration Procedure.

- a) Any controversy between the parties involving the construction, application or performance of any of the terms, provisions, or conditions of this agreement shall, on the written request of either party served on the other, be submitted to mediation before a mediator acceptable to all parties. The mediation shall occur within 45 days

of the initial request, unless extended by agreement of the parties. Should any party commence arbitration or court action based on a dispute or claim to which this Section applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action or arbitration. If the mediation is unsuccessful, either party may, within 5 days thereafter, serve a written request on the other demanding that the matter be submitted to binding arbitration.

b) Exceptions to Mediation/Arbitration. Neither mediation, nor arbitration is required under the following limited circumstances:

i) If the matter is justiciable in small claims court, than the dispute shall be resolved through that court.

ii) If the controversy to be arbitrated also involves third parties who are not willing to submit the matter to arbitration, and multiple proceedings would result from enforcement of this arbitration clause, then the dispute shall be resolved through the courts without referral to arbitration.

iii) If it is alleged that irreparable harm would occur prior to the completion of the arbitration, a party may immediately apply for injunctive relief to prevent the irreparable harm, but the matter shall be stayed and submitted to mediation/arbitration after the Court has acted on the issue of injunctive relief.

c) Except as provided herein, Arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Section 1280 et.seq. of the California Code of Civil Procedure.

d) Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator. If they are unable to agree on a single arbitrator, each party shall appoint an arbitrator and the two arbitrators shall select a third impartial arbitrator. The appointment of all arbitrators should be completed within 21 days of receipt of notice, and the matter set for hearing within 45 days thereafter. The decision of a majority of the arbitrators, after close of the hearing, shall be final and conclusive upon the parties.

e) The parties agree to do all acts necessary to expedite the arbitration proceedings such that the matter can be arbitrated within 90 days of service of the notice of intent to arbitrate.

f) Upon a showing of good cause and the approval of the arbitrator, either party may obtain discovery necessary for the proof of their case. Provided that the arbitrator shall supervise the discovery process to insure that it is carried out in an expeditious manner and that it is not permitted to be unduly burdensome or delay the hearing.

g) Up to the time of award, the cost of arbitration shall be split by the parties. In the event a party fails to pay their share in a timely fashion, the Arbitrator shall treat the omission as a default and enter judgment in favor of the other party. The Arbitrator(s) may award the prevailing party reimbursement for any fees and expenses incurred, including arbitration costs paid, or allocate the attorneys fees and expenses between the parties in such proportions as the arbitrator decides is just and reasonable.

h) The Arbitrator shall make his or her decision in writing, In making his or her decision, the arbitrator shall follow California Law and shall have authority to impose any appropriate remedy permitted under California Law. Either party may seek clarification or reconsideration of the award within 10 days of issuance.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Initial: _____

WAO

29. Compliance with Applicable Laws.

The Consultant shall comply with any and all federal, state and local law affecting the services covered by this Contract.

30. Entire Agreement.

This instrument, including the information on the frontsheet, contains the entire agreement between the parties. Any oral representations or modifications concerning this instrument shall be of no force and effect unless put in writing and signed by the party to be charged. The information and special provisions contained in the frontsheet shall supersede any conflicting provisions of the standard terms and conditions.

EXHIBIT "A"
WORK PROGRAM

The Work Program should include:

1. *Detailed description of scope of work*

MRG WORK PROGRAM

The Lake County LAFCo has requested MRG's assistance in this matter including defining the areas that remain unresolved between the two parties and making recommendations for their resolution. MRG is proposing the following actions to complete this project:

Task 1—Document Review and Project Initiation Call

MRG will review all the pertinent documents associated with the annexation application including:

- The annexation application and related studies, fiscal analyses and exhibits.
- The BAE peer review document associated with the annexation application, fiscal analysis and related materials.
- The correspondence between Lake LAFCO and the City and the County.
- The correspondence from the County and City to the Lake LAFCO.
- Related responses and exchanges between Bay Area Economics and Applied Development Economics regarding their studies.

- The County's response to the Annexation Application.
- Other related items.

Following the data and correspondence review, MRG will conduct a conference call with LAFCo staff to ensure all relevant materials have been reviewed and any recent activity is included in the review. MRG will develop a set of issue areas to be reviewed with LAFCo staff and subsequently with the involved parties.

Task 2—Review of the Identified Issue Areas and Observations with the Involved Parties

MRG will develop an Issue Area Summary for review with the involved agencies and seek further clarification on the issues and potential areas of agreement between the two parties.

MRG will meet with:

- LAFCo Staff
- City Staff
- County Staff and

MRG will conduct calls with:

- Bay Area Economics and
- Applied Development Economics

Task 3—Prepare Draft and Final Report

MRG will prepare a draft summary document which includes summaries of the applicable issues, meetings with the involved parties and include recommendations for consideration by the LAFCo Board. MRG will provide the document to and solicit input from:

- LAFCo staff
- City Staff
- County Staff

Based on the input from the City, County and LAFCo staff, MRG will prepare a final report. This task may include an additional day of meetings with LAFCo, City and/or County staff to review the draft report.

Task 4—Present Final Report to LAFCo Board

MRG will prepare a PowerPoint presentation and present to the LAFCO Board at a regular meeting.

The final work product is an analysis that provides impartial estimates of City and County costs to provide services to the Annexation area as well as revenue from property tax and sales tax expected. These estimates will be based on a review of the data and analyses prepared by Applied Development Economics and BAE Urban Economics. The work product will also include recommended terms for inclusion in a tax sharing agreement that ensure the County retains sufficient revenue to cover costs of the services it provides, consistent with the LAFCo revenue neutrality policy.

2. *Number of meetings and hearings covered by contract if any limit is proposed*

SEE SCOPE OF WORK

3. *List of any subcontractors proposed for the work*

NO SUBCONTRACTORS ANTICIPATED

Municipal Resource Group (MRG) has assembled a qualified team specifically chosen for their experience and expertise in the areas of concern to the Lake LAFCo. Our team includes two MRG professionals: Mike Oliver and Dana Shigley.

EXHIBIT "B"

WORK AND PROGRESS PAYMENT SCHEDULE

Insert a schedule for completion of major segments of the project such as administrative draft report, public draft and final draft. Also include any progress payments schedule.

COMPLETION SCHEDULE

MRG Anticipates completing this project according to the following schedule. Note that this schedule is tentative and subject to change. The schedule may be impacted by the availability of LAFCo, City and County staff members for anticipated meetings, as well as provide additional information needed for our review.

February 24 to March 6	Document Review; Initial Call with LAFCo staff.
March 9 - 20	Develop Issue Area Summary; Distribute to LAFCo; LAFCo Review.
March 23 - 27	Distribute Issue Area Summary to City and County for review.
March 30 to April 10	Meet with LAFCo, City, County; Confer with Fiscal Consultants
April 13 - 24	Prepare Draft Report
April 27 to May 8	LAFCo, City and County Review Draft Report
May 11 - 22	Revise Draft Report; Prepare Final Report; Transmit to LAFCo
TBD	Presentation to LAFCo Board

EXHIBIT C

PERSONNEL, CHARGE OUT RATES AND SUBCONTRACTS

Insert information regarding personnel to be assigned and hourly charge out rates here, including:

COST ESTIMATE

Task 1—Document Review and Project Initiation Call	Cost: \$6,100.00
Task 2—Review of the Identified Issue Areas and Observations with the Involved Parties	Cost: \$7,025.00
Task 3—Prepare Draft and Final Report	Cost: \$6,600.00
Task 4—Present Final Report to LAFCO Board	Cost: \$2,700.00

The cost estimate for this project is on a not to exceed basis and has been developed conservatively to ensure MRG has adequate time to complete the identified tasks. LAFCo will only be billed for actual time spent on the project, which may be less than the amount shown.

Consulting Costs, Not to Exceed:	\$ 22,425.00
Estimated Travel Reimbursement & Clerical support:	<u>\$ 1,000.00</u>
Estimated Total Cost:	\$ 23,425.00

Hourly Rates:

Mike Oliver \$250.00/ hour
Dana Shigley \$200.00/hour

Mileage Reimbursement: \$.575 per mile