

ORDINANCE 3397

AN ORDINANCE OF THE CITY OF KIRKLAND ASSUMING JURISDICTION AND OWNERSHIP OVER A PORTION OF THE ROSE HILL WATER DISTRICT'S SERVICE AREA, ASSETS, FACILITIES, RESPONSIBILITIES, PROPERTY, AND EQUIPMENT, PURSUANT TO AN ASSUMPTION AGREEMENT ENTERED INTO BETWEEN REDMOND, KIRKLAND, BELLEVUE AND THE DISTRICT, AND DIRECTING THE CITY MANAGER AND CITY ATTORNEY TO TAKE THE NECESSARY STEPS TO PROCEED WITH DISSOLUTION OF THE DISTRICT PURSUANT TO SAID AGREEMENT.

WHEREAS, Resolutions R-3826 and R-3779 of the City of Kirkland declared the City's intent to assume jurisdiction and ownership over a portion of the Rose Hill Water District's service area, assets, facilities, responsibilities, property, and equipment pursuant to an assumption agreement entered into between Redmond, Kirkland, Bellevue and the District, and

WHEREAS, said Resolutions also directed that assumption and dissolution of the District be submitted to the Washington State Boundary Review Board for King County for approval and that an ordinance be prepared to finalize the assumption upon receipt of such approval, and

WHEREAS, a Notice of Intent for the assumption and dissolution action was duly filed with the Boundary Review Board and the 45 day period established for invocation of the Board's jurisdiction passed without any request for such jurisdiction being filed and the assumption is therefore deemed approved by the Board,

Now, therefore, be it ordained by the City Council of the City of Kirkland as follows:

Section 1. Assumption. Effective at 12:01 a.m. January 1, 1994, the City of Kirkland hereby assumes jurisdiction and ownership of a portion of the Rose Hill Water District's service area, assets, facilities, responsibilities, property, and equipment, all pursuant to the terms, conditions and agreements provided in the Assumption Agreement attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The legal description of the service area assumed

and a list of all assets, facilities, responsibilities, property, and equipment over which the City assumes jurisdiction and ownership is contained in the Assumption Agreement. This assumption is undertaken pursuant to Chapter 35.13A RCW.


Section 2. Dissolution of District.
Pursuant to Section 1.3 of the Assumption Agreement, the City Manager and the City Attorney are hereby authorized to pursue dissolution of the Rose Hill Water District and to execute any necessary documents, petitions and court pleadings required to accomplish dissolution pursuant to RCW 35.13A.080.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. This Ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication, as required by law.


Passed by majority vote of the Kirkland City Council in regular, open meeting this 14th day of December, 1993.

Signed in authentication thereof this 14th day of December, 1993.




MAYOR

Attest:



City Clerk

Approved as to Form:



City Attorney

12city93\rosehill\rjp:nmw

ORIGINAL
COPY

2688-1

EXHIBIT "A"
AGREEMENT

THIS AGREEMENT is made by and between the City of Kirkland, a municipal corporation in King County, Washington ("Kirkland"), the City of Redmond, a municipal corporation in King County, Washington ("Redmond"), and the City of Bellevue, a municipal corporation in King County, Washington ("Bellevue"), collectively referred to as the "Cities," for the purposes set forth herein.

SECTION I: RECITALS

1.01 The Rose Hill Water District ("District") provides water utility service to the geographic area known as Rose Hill, King County, Washington. Almost all of the District area is included within the corporate boundaries of the Cities. The Cities are authorized by RCW Chapter 35.13A to assume ownership and operation of District facilities and obligations relating thereto within and without their boundaries as provided in such statute.

1.02 Kirkland, Redmond, Bellevue, and the District have previously had prepared for them a study of the feasibility of an assumption of the District entitled, "Assumption Feasibility Study of Rose Hill Water District" ("Feasibility Study") dated September 29, 1989, prepared by FCS

Group, Inc. ("FCS") and RH2 Engineers ("RH2"). The Feasibility Study set forth preliminary conclusions and recommendations regarding the feasibility of the Cities assuming the District, and the Cities now require additional analysis of specific issues pertaining to the Cities' possible assumption of the District pursuant to RCW 35.13A.

THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

SECTION II: ASSUMPTION PROCESS AND TASK ORDERS

The Cities agree to cooperatively pursue an assumption of the District consistent with, and pursuant to, (a) the conclusions and recommendations of the Feasibility Study, (b) the Task Orders later referenced herein, (c) further agreements as referenced herein, and (d) RCW Chapter 35.13A. To that end, the Cities agree to undertake additional analysis of specific issues relating to the Cities' possible assumption of the District through its mutually acceptable consultants ("Consultant(s)") regarding the following:

2.01 Preparation of this Agreement. This Agreement has been prepared pursuant to Task Order No. 1, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

2.02 The Impact of Dissolving the District on Customer Rates for Kirkland, Redmond, and the District. The Consultant shall perform this analysis at the revenue requirements level pursuant to Task Order No. 2, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.

2.03 Master Meter Operations and Maintenance. Kirkland shall be the wholesale purveyor of water to Redmond and shall operate and maintain the master meters. The cost to operate and maintain the Seattle master meters, the assignment of the District's contract with the City of Seattle, and the cost to operate the master meter system shall be identified and allocated by supplemental agreement between Kirkland and Redmond.

2.04 Maintenance and Operation of the Above-the-Ground and In-the-Ground Water Facilities. The Consultant shall perform a technical analysis of this matter pursuant to Task Order No. 3, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference.

2.05 The Method for Sharing the Costs of Pursuing Any Assumption of the District by the Cities. All costs incurred to perform the Task Orders referenced herein shall be divided proportionally between the Cities, including costs reasonably

incurred prior to execution of this Agreement, as follows: Kirkland - Fifty (50) percent, Redmond - Fifty (50) percent. The Cities hereby designate Kirkland as the lead agency to direct the Consultants as to the performance and completion of the Task Orders as referenced herein. Subsequent to the execution of this Agreement by all parties, Kirkland shall, upon receipt of all billings under its contract with the Consultants, forward to Redmond a statement showing the total billing due, the amount owed by each of the Cities, and the payment due date. Such billing shall also include all costs reasonably incurred by Kirkland to initiate the Task Orders prior to the execution of this Agreement. Upon receipt of any statement from Kirkland, Redmond shall remit payment to Kirkland as promptly as practicable.

Should either Kirkland or Redmond dispute any statement submitted as provided herein, the city disputing the statement shall notify the other of the nature of the dispute in writing no later than thirty (30) days after receipt of the statement. Failure of either City to assert a claim or dispute regarding a statement within the thirty-day limit shall constitute a waiver of any such claim or dispute. Within ten days of receipt of notice of such a dispute, the Kirkland and Redmond Public Works Directors or their representatives shall meet to resolve all such billing disputes.

During the pendency of any dispute between the Cities and any consultant, Kirkland shall have the authority to make or withhold payment to the Consultants as Kirkland and Redmond deem appropriate, and such payment shall not constitute a waiver of any right, claim, or interest which the Cities may assert in the pending dispute.

Each city agrees to solely bear their respective cost of legal and staff services incurred relating to this Agreement and any assumption of the District pursuant to RCW 35.13A, except those legal fees and costs incurred by the Consultant referenced in Paragraph 2.01 above, which shall be divided proportionally between the Cities as provided in Paragraph 2.05 herein.

2.06 Application and Use of District Working Capital and Other Current Assets. The Consultant shall perform a technical analysis of this matter pursuant to Task Order No. 3, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference. The final application and use of District working capital and other current assets shall be identified and allocated between the Cities by supplemental agreement.

2.07 Assumption and Performance of Existing District Contractual Obligations. In the event of the assumption of the District by the Cities, the Cities agree to assume all valid and enforceable District contractual obligations subject to the provisions of Paragraph 2.08 herein. The distribution of such contractual obligations shall be determined by further task order study and supplemental agreement.

2.08 Disposition of Liabilities and Long-Term Debt. The Cities will consider the assumption or non-assumption of District liabilities and long-term debt following the review of the conclusions and recommendations of the Task Orders referenced herein and other necessary information such as input from bond counsel.

2.09 Distribution and Use of District Real Property and Easements. The Consultant shall perform a technical analysis of this matter pursuant to Task Order No. 3, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference. The distribution and use of District real property and easements shall be identified by supplemental agreement between the Cities.

2.10 Allocation of Old and New Water Purchase by the District from the City of Seattle. The Consultant shall perform a technical analysis of this matter pursuant to Task Order No. 3, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference. The final allocation to the Cities of old and new water purchased from Seattle shall be identified by supplemental agreement.

2.11 Administrative Processes for Proceeding with Formal and Informal Actions Relating to Any Assumption of the District. The Cities are authorized by RCW Chapter 39.34 to enter into interlocal agreements for joint action. In addition, the Cities and the District are authorized by RCW Chapter 35.13A.070 to enter into contracts regarding the rights, powers, duties, and obligations with regard to the use and ownership of District property, and any other matters arising out of the inclusion, in full or in part, of the District within the Cities. It is the intention of the Cities to pursue a cooperative assumption of the District consistent with and pursuant to this Agreement and any amendments or supplemental agreements which adopt the conclusions and recommendations of the Feasibility Study and Task Orders as necessary to accomplish such assumption. Subsequent to the execution of this Agreement by the parties, the Cities agree to cooperatively pursue the assumption of the District in

accordance with the procedures set forth in the statutes referenced herein. To that end, the Cities agree to file with the King County Boundary Review Board ("BRB"), at a mutually agreed time, notices of intention to assume the District pursuant to RCW 36.93. Any City may notify the other Cities of its desire to have filed with the BRB such mutual notices of intention to assume the District. Thereafter, the Cities shall agree within 30 days upon a date when such mutual notices of intention shall be filed with the BRB. In the event the Cities do not agree upon such date within the 30-day period, any City may file its notice of intention to assume the District with the BRB no sooner than 10 days after the expiration of the 30-day period set forth above. Following the filing of such notices of intention to assume the District, in the event the BRB invokes jurisdiction to review the proposed assumptions, the Cities shall coordinate, prepare, and present testimony to the BRB regarding the proposed assumptions as appropriate. Thereafter, in the event the BRB approves the proposed assumptions, the Cities agree to cooperatively pursue the dissolution of the District as provided by RCW Chapter 35.13A, but only in the event the Cities agree to assume all of the District's liabilities and long-term debt as referenced in Paragraph 2.08 herein. During the pendency of this Agreement and any assumption proceeding, the Cities agree that they will take no unilateral action regarding the proposed assumption of the District without the other Cities prior knowledge.

2.12 Personnel Employment and Compensation. Kirkland and Redmond agree to employ all full-time employees of the District as of the date on which the Cities acquire the District facilities. The Cities further agree to employ and allocate such full-time District employees between the Cities proportional to the administrative, operational, and maintenance requirements of the District assets and facilities assumed by the respective Cities as determined by Task Order No. 3 referenced herein.

2.13 Joint Use Facilities. The consultant shall perform a technical analysis regarding the sharing and/or allocation of District physical assets pursuant to Task Order No. 3, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference.

2.14 Task Order Administration. The Consultant shall administer the above-referenced Task Orders pursuant to Task Order No. 4, a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference.

SECTION III: GENERAL PROVISIONS

3.01 Assumption Implementation. Upon receipt of the Task Order analyses referenced herein and all other necessary information, the Cities shall implement the conclusions and recommendations of such analyses. In the event additional analysis is required for any matter referenced herein, the Cities agree to authorize, undertake, and pay for such analysis on a task order basis as provided herein. Following the receipt of all necessary information and recommendations, it is the intention of the Cities to cooperatively pursue the assumption of the District pursuant to RCW Chapter 35.13A. To that end, the parties acknowledge that this Agreement may be amended, or that the Cities may enter into supplemental agreements regarding the assumption of the District.

3.02 Arbitration. In the event the Cities are unable to agree upon any matters relating to the conclusions and recommendations of the Task Orders or any proposed assumption of the District, the Cities agree to use their best efforts to resolve such matter by the designation of an arbitrator with appropriate technical, legal, and financial expertise mutually acceptable to the Cities. In the event an arbitrator is required by the parties, the parties agree at such time to

further define the scope, powers, and authority of such arbitrator and the responsibility for the cost of the arbitrator.

3.03 Indemnity. The Cities agree that the costs of any claim arising out of the contract or contracts for this study, including any associated legal fees, shall be divided equally between the Cities in the proportions set forth in Paragraph 2.05, and Bellevue and Redmond agree to indemnify Kirkland for their share of the costs of such claim, including associated legal fees; provided, however, that Bellevue and Redmond shall have no obligation to indemnify Kirkland for the cost of any claim, including associated legal fees, arising out of the contract or contracts for the task orders referenced herein which is attributable to the negligence of Kirkland, its employees or agents.

3.04 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.05 Integration. This document constitutes the entire agreement of the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by all parties hereto.

3.06 Notice. Any notice to be given or any documents to be delivered by any party to any other shall be delivered in person or mailed by certified mail and addressed to the respective parties at the following addresses:

To City of Kirkland at: City of Kirkland
Attn: Director of Public Works
123 Fifth Avenue
Kirkland, WA 98033

With a courtesy copy to: City of Kirkland
Attn: City Clerk
123 Fifth Avenue
Kirkland, WA 98033

To City of Redmond at: City of Redmond
Attn: Utilities Engineering Supervisor
15965 N.E. 85th Street
Redmond, WA 98052

With a courtesy copy to: City of Redmond
Attn: City Clerk
15670 N.E. 85th Street
Redmond, WA 98052

To City of Bellevue at: City of Bellevue
Attn: Utility Services Manager
P.O. Box 90012
Bellevue, WA 98009-9012

With a courtesy copy to: City of Bellevue
Attn: City Attorney
P.O. Box 90012
Bellevue, WA 98009-9012

3.07 Invalid Provisions. If any paragraph or provision of this Agreement is held to be invalid, the remainder of the agreement shall not be affected and shall remain in full force and effect.

3.08 Effective Date. This Agreement shall take effect upon ratification by the City Councils of the respective Cities as set forth below.

3.09 Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated document.

Approved as to form:

OFFICE OF THE CITY ATTORNEY

By: Hail Howard

Dated: 12-3-91

OFFICE OF THE CITY ATTORNEY

By: _____

Dated: _____

OFFICE OF THE CITY ATTORNEY

By: Scott M. Kee

Dated: 12/5/91

CITY OF KIRKLAND ("Kirkland")

By: Terrence J. Ellis
Its: City Manager

Dated: December 3, 1991

CITY OF REDMOND ("Redmond")

By: Doreen Marchione
Its: Mayor

Dated: 12/17/91

CITY OF BELLEVUE ("Bellevue")

By: Pam Bennett
Its: Deputy City Manager

Dated: 12/9/91

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that TERRENCE L. ELLIS is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the CITY MANAGER of City of Kirkland to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated 12-3-91

Leth Anderson
Notary Public in and for the State
of Washington, residing at Brier
My Appointment Expires 8-19-92

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of City of Redmond to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State
of Washington, residing at _____
My Appointment Expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Pam Bissonette is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Deputy City Manager of City of Bellevue to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated 12/9/91

Shawn Mattoli

Notary Public in and for the State
of Washington, residing at Abvvn
My Appointment Expires 8/9/94

**ROSE HILL WATER DISTRICT ASSUMPTION
PROFESSIONAL SERVICES AGREEMENT
TASK ORDER 1 - PREPARE "PRELIMINARY" INTERLOCAL AGREEMENT**

Deliverable:

A "draft" Preliminary Interlocal Agreement which provides for initial, or subsequent agreement on all of the above issues, and any additional considerations that are relevant at this time. If an issue is not resolvable at this time, then a procedure for resolving the issue will be stipulated.

**ROSE HILL WATER DISTRICT ASSUMPTION
PROFESSIONAL SERVICES AGREEMENT
TASK ORDER 1 - PREPARE "PRELIMINARY" INTERLOCAL AGREEMENT**

Task Services:

Prepare a draft interlocal agreement between the City of Kirkland, the City of Redmond and the City of Bellevue that addresses specific Rose Hill Water District assumption issues. The interlocal agreement will be termed "preliminary" because the respective City attorneys will negotiate the final provisions. It is expected that provisions of the "preliminary" agreement will be amended as separate study results are obtained, the process of assumption proceeds, information improves and unresolved negotiation issues are agreed upon. However, the agreement will be designed to establish the groundrules of the assumption process.

The issues to be addressed in the Preliminary Agreement should include at a minimum, and not necessarily in any order:

- o Use and ownership of properties
- o Which City will provide services to the other in terms of wholesale water and master meter operations and maintenance.
- o Which party to the agreement will maintain and operate above the ground and in-the-ground water facilities.
- o Joint use facilities, such as the water tank now owned by Rose Hill, the City of Kirkland and the City of Bellevue.
- o The method for sharing in the costs of executing the assumption,
- o Application and use of working capital and other current assets.
- o Disposition of liabilities and long-term debt.
- o Performance of existing contractual obligations of the District.
- o Use of District's real estate and easements.
- o Allocation of old and new water purchased from the City of Seattle.
- o Administrative process for proceeding with formal and informal actions pertaining to the assumption.
- o Personnel employment and compensation.

Task Responsibility:

The task will be performed by an FCS Group subcontractor, Inslee, Best, Dozie & Ryder. The principal attorney will be John Milne. FCS Group will manage the Task Order.

Budget Estimate:

Level of effort at \$128 per hour. The budget estimate is \$7,680. This budget estimate is based on an assumption that we will conduct two to three joint working sessions with the respective City representatives to identify 1) areas of agreement; 2) areas of disagreement and/or requiring more research, study or information and the methodologies to obtain information; and 3) methodologies to resolve areas of disagreement, if any. Sixty hours are anticipated to facilitate the working sessions and to prepare the draft document. This Task Order 1 budget estimate will not be exceeded without prior authorization from the Contractor via FCS Group.

EXHIBIT A

RECEIVED

JAN 25 1991

PUBLIC WORKS
CITY OF KIRKLAND

00039

**ROSE HILL WATER DISTRICT ASSUMPTION
PROFESSIONAL SERVICES AGREEMENT
TASK ORDER 2 - CONDUCT CONSOLIDATED RATE IMPACT ANALYSIS**

Task Services:

The purpose of this analysis will be to determine what the impact of dissolving the District would have on the customer rates for all three entities. *This will be an analysis at the revenue requirements level*; across-the-board rate impacts will be calculated. We will rely on our knowledge of the current City of Kirkland and City of Redmond revenue requirements and rates, supplemented by the most recent rate study and updates performed for the District, if available to the Consultant. If possible, we would like to obtain "current" District financial budgets, and related information that more currently summarizes the fiscal condition of the District's construction and bond funds and reserve funds, the new water surcharge fund, the maintenance and operations fund, other cash reserves and debt, and present revenues and expenses. If such information is or can not made available to the Consultant in a timely manner, we will rely on the CCA study projections from the last rate update. Since the District is indicating that they will not need any rate increases in the near-term, we will need enough information to evaluate just how the District's rates will perform should the capital expenditure programs continue as projected, and new water surcharge revenue continues to decline as we suspect.

Task Order 2 services will be limited to the calculation of across-the-board impacts on single family, multi-family and commercial rates. This will avoid the cost of performing specific cost of service analysis and rate design.

The scenario that will be modeled is: Across the-board rate impacts with complete dissolution.

The revenue requirement impacts will be segmented between 1) administration, operations, maintenance and 2) debt service and capital outlays. Attention will be given to the respective fiscal policies; segregated Rose Hill revenue requirements by prospective new service area (Kirkland or Redmond); merged revenue requirements and across-the-board rate impacts.

Task Responsibility:

FCS Group will have task order responsibility. David Findlay and Ed Cebon will be principal consultants.

Budget Estimate:

88 hours; \$9,200 with expenses e.g., fax, mileage, computer and reproduction.

Deliverable:

Technical Memorandum presenting the analysis, findings and conclusions.

EXHIBIT B

.001

CITY OF KIRKLAND
ROSE HILL WATER DISTRICT ASSUMPTION

TASK ORDER 3 - PHYSICAL ASSET AND OLD/NEW WATER SEPARATION

RH2 ENGINEERING WORK PLAN

TO3-A: DATA ACQUISITION/ASSEMBLY/EVALUATION

1. Assemble and evaluate current physical asset records and related valuation.
2. Assemble and evaluate current contractual obligations related to water service and physical assets.
3. Assemble current data on purchase and cost of water supply.
4. Assemble current water consumption data base for use in separation analysis.

TO3-B: PRELIMINARY WORKSHOP WITH ASSUMING CITY'S WATER SYSTEM MANAGEMENT STAFF

1. Identify and discuss issue related to asset division.
2. Identify and discuss issue related to responsibility for water supply/transmission system operation and maintenance.
3. Identify current or future needs for non-operating plant and equipment.
4. Review and discuss alternative analytical methods for asset and old/new water allocation.
5. Identify and discuss additional data needs and methods of acquisition.

TO3-C: DEVELOP ANALYTICAL METHODS FOR ASSET AND OLD/NEW WATER SEPARATION

1. Develop clear, concise description of analysis methods for review and approval.
2. Prepare data base models required to implement each analysis.
3. Develop report formats for analytical results.
4. Meet with participants for final review and approval.

TO3-D: PHYSICAL ASSET AND OLD/NEW WATER SEPARATION

1. Complete analysis and develop recommendation.
2. Prepare draft technical memorandum addressing conclusions and recommendations for:
 - a. Division of operating water system facilities and the relative value based on net book value and/or replacement cost less depreciation based on date of service and useful life.
 - b. Division of District's ownership of joint water supply, transmission and storage facilities based on current customer demands.
 - c. Division of non-operating plant and equipment including recommended liquidations based on initial and future needs and operating responsibilities.
 - d. Division of old water allowance based on geographic allocation of current water demands and division between "old" and "new" customers.
 - e. Proposed assignment of current water service and joint facility operating contracts and/or recommended contract modifications.
3. Workshop to review conclusions and recommendations.
4. Address review issues and comments and finalize recommendations and supporting technical memorandum.

**ROSE HILL WATER DISTRICT ASSUMPTION
PROFESSIONAL SERVICES AGREEMENT
TASK ORDER 4 - ASSUMPTION STUDIES ADMINISTRATION**

Task Services:

To administer the legal and engineering task orders, provide monthly status reporting, attend assumption related meetings that are part of the strategic planning, information dissemination, non-analysis nature.

Task Responsibility:

An FCS Group, Inc. Principal.

Budget Estimate:

Level of effort at \$95 per hour; assume ten hours a month for six months for this task order. The consulting cost would be \$5,700 plus mileage at \$0.30.

Deliverable:

No hard deliverable. However, there will be monthly status reports to accompany the monthly billings, and attendance at meetings, et all.

EXHIBIT D

| PERSONNEL HOURS | | | | | | | ESTIMATED DIRECT PROJECT EXPENSES | | | | | | TOTAL COST |
|-----------------|------------------------|----------------|-----------------------|-----------------------|----------|---------|-----------------------------------|----------------|----------------|--|--|--|------------|
| PERSONNEL | ENGINEERING TECHNICIAN | WORD PROCESSOR | TOTAL PERSONNEL HOURS | TOTAL PERSONNEL COSTS | COMPUTER | MILEAGE | PRINTING COPYING | OTHER EXPENSES | TOTAL EXPENSES | | | | |
| 1 | 0 | 2 | 42 | \$3,080 | \$100 | \$10 | \$10 | \$500 | \$600 | | | | \$3,700 |
| 2 | 4 | 2 | 30 | \$2,088 | \$20 | \$5 | \$20 | \$0 | \$75 | | | | \$2,163 |
| 3 | 8 | 4 | 60 | \$3,744 | \$120 | \$5 | \$25 | \$0 | \$150 | | | | \$3,894 |
| 4 | 8 | 8 | 88 | \$5,768 | \$120 | \$25 | \$100 | \$50 | \$495 | | | | \$6,263 |
| | 20 | 16 | 220 | \$14,680 | \$360 | \$45 | \$185 | \$350 | \$1,340 | | | | \$16,020 |