

**EXHIBIT "B"**  
**COMPENSATION FOR SERVICES**

Work is to be billed to the DISTRICT by the CONSULTANT on the following time and materials basis.

A. The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the **KeyAnalytics Project Reporting and Tracking Services** as described in the above **Exhibit A - Section A**, the following amounts:

1. For the 2008 Bond Authorization, the CONSULTANT will continue to receive a fee of \$80,000 per year. For the addition of the 2018 Bond Authorization, the CONSULTANT will extend these services for an additional fee of \$50,000 per year. Once the proceeds of the 2008 Bond Authorization have been fully expended, the combined annual fee for the services set forth in Exhibit A – Section A will be reduced to \$100,000 per year.
2. The CONSULTANT will **NOT** charge the DISTRICT the one-time **Keystone** Platform set-up fee of \$5,000 for the initial upload of the DISTRICT data for the addition of the new 2018 Bond Authorization including the set-up of budget categories and project definitions.
3. A fee of \$250 per hour for assistance with future OPSC audit responses or data requests. *The DISTRICT is under no obligation to contract with the CONSULTANT for OPSC audit assistance as part of this AGREEMENT.*
4. A fee of \$250 per hour for **SPECIAL RELATED CONSULTING SERVICES** requested by the DISTRICT for non-municipal advisory services in support of **KeyAnalytics** activities in consulting areas not directly contemplated by this AGREEMENT.
5. Data Vault storage for selected Authorized Bond Projects documentation for seven (7) years is included in the annual fee for services for so long as the CONSULTANT is continuously providing its **KeyAnalytics** services. *After seven (7) years, the DISTRICT may maintain its active **DATA VAULT** for a fee of \$500 per year or request the DISTRICT data be transferred to a storage medium provided to the CONSULTANT by the DISTRICT.*

The DISTRICT agrees that it will either pay the annual fee or provide media for transfer within 90 days of notice of the commencement of fees by the CONSULTANT. The DISTRICT consents to the disposal of any unclaimed data 120 days after receipt of the notice described above.

B. Fees for hourly and one-time services shall be billed no more frequently than monthly and are payable to the CONSULTANT within 30 days of receipt of the CONSULTANT's invoice.

- C. Ongoing and annual fees are payable in quarterly installments on the first business day of each April, July, October and January and are payable within 30 days of receipt of the CONSULTANT's invoice.
- D. The CONSULTANT shall be reimbursed for out-of-pocket expenses, which include extraordinary travel expenses, charges for outside services specifically requested by the DISTRICT, filing fees, other printing charges and other like expenditures -- provided that if any individual expense exceeds \$500.00, the CONSULTANT shall obtain the **PRIOR WRITTEN APPROVAL** of the DISTRICT's superintendent, chief financial officer or facility planning representative each of whom shall be a DISTRICT employee.

The CONSULTANT shall be reimbursed for such expenses upon submitting an itemized statement therefore. These expenses shall be billed no more frequently than monthly, if incurred, and payable within thirty (30) days of receipt of the CONSULTANT's invoice.