

EXHIBIT "B"

Schedule of Compensation

1. The County will pay Contractor a maximum of Two Hundred Sixty-three Thousand Four Hundred Ninety Dollars (\$263,490.00) for the rendition of services as required under this Agreement.
2. Said amount shall be paid according to the following schedule:

- a) An amount of \$130,420 shall be paid upon the acceptance of the Draft Initial Study to the County in a timely fashion;
- b) Should a Mitigated Negative Declaration be required for the project, an amount of \$25,665 shall be paid upon the first occurrence of any of the following events:
 - i) If the Project is approved and no challenge to the adequacy of the adopted Mitigated Negative Declaration is filed, expiration of 30 days after filing of a Notice of Determination, or 181 days after the decision to approve if no Notice of Determination is filed.
 - ii) If the Project is denied after Mitigated Negative Declaration adoption and no appeal is filed, expiration of 15 days after the final decision to deny.
 - iii) If no final decision is made on the project and no challenge to the adequacy of the adopted Mitigated Negative Declaration is filed, expiration of 120 days after adoption of the Mitigated Negative Declaration by the lead agency of the County with jurisdiction over the Project.
 - iv) If the Mitigated Negative Declaration is not adopted within 90 days after the second Board of Supervisors meeting due to no fault of Contractor.
 - v) If Applicant withdraws the Project.

If timely challenge is made to the adopted Mitigated Negative Declaration, \$15,609 (10% of total budget amount) shall be withheld and may be applied as necessary to reimburse the County for any expenses incurred to correct negligent errors or omissions for which the Contractor is liable under paragraph 11. After reimbursement of the County for any and all expenses, and after the Mitigated Negative Declaration is brought into compliance with the court order, any remaining balance of the \$15,609 shall be paid to the Contractor.

In the event Contractor's ability to progress on completion of any milestone is delayed due to no fault of Contractor for longer than ninety days, County shall release payment, according to the Schedule of Compensation above, on a percentage completed basis up to the total of the delayed milestone, after Contractor has submitted a proper invoice showing amounts and percentage of work completed to the point of delay.

- c) Should an Environmental Impact Report (EIR) be required for the project an amount of \$41,735 shall be paid on submittal of the Admin Draft EIR;
- d) An amount of \$28,315 shall be paid upon the acceptance of the Draft EIR by the Planning Director for public distribution and review;
- e) An amount of \$35,150 shall be paid upon submission of the Final EIR;

- f) An amount of \$27,870 shall be paid upon the first occurrence of any of the following events:
- i) If the Project is approved and no challenge to the adequacy of the certified EIR is filed, expiration of 30 days after filing of a Notice of Determination, or 181 days after the decision to approve if no Notice of Determination is filed.
 - ii) If the Project is denied after EIR certification and no appeal is filed, expiration of 15 days after the final decision to deny.
 - iii) If no final decision is made on the project and no challenge to the adequacy of the certified EIR is filed, expiration of 120 days after certification of the Final EIR by the lead agency of the County with jurisdiction over the Project.
 - iv) If the EIR is not certified within 90 days after the second Board of Supervisors meeting due to no fault of Contractor.
 - v) If Applicant withdraws the Project.

If timely challenge is made to the certified Final EIR, said \$27,870 shall be withheld and may be applied as necessary to reimburse the County for any expenses incurred to correct negligent errors or omissions for which the Contractor is liable under paragraph 11. After reimbursement of the County for any and all expenses, and after the EIR is brought into compliance with the court order, any remaining balance \$27,870 shall be paid to the Contractor.

In the event Contractor's ability to progress on completion of any milestone is delayed due to no fault of Contractor for longer than ninety days, County shall release payment, according to the Schedule of Compensation above, on a percentage completed basis up to the total of the delayed milestone, after Contractor has submitted a proper invoice showing amounts and percentage of work completed to the point of delay.

3. This Contract does not terminate before the either of events 2.b or 2.f above, have occurred, unless terminated earlier as provided for in the agreement.