



July 19, 2022
Project No. F2381.01.001

Samuel Bogdanove
Ashland School District
885 Siskiyou Boulevard
Ashland, OR 97520

Re: Enrollment Balancing Services and Student Enrollment Forecasts

Dear Mr. Bogdanove:

At the request of Ashland School District (the District), FLO Analytics (FLO) has provided this scope of work and cost estimate to assist the District with enrollment forecasting and balancing services for its elementary school attendance areas that will be implemented in the 2023-2024 school year. This scope of work reflects our understanding of the enrollment balancing project as discussed with Mr. Bogdanove on July 13, 2022. We understand that the District's declining enrollment along with their three bond renovation projects has necessitated a review in order to balance enrollment and meet utilization targets. We also understand that the Board will have to make a decision on new boundaries by Spring 2023.

The principal in charge on the project will be Tyler Vick, and the project manager will be McKay Larrabee.

SCOPE OF WORK

Task 1—Framework Recommendations

Framework Recommendations are a guide for planning and implementation of the complete enrollment balancing process. The FLO project team will work collaboratively with the District's enrollment balancing oversight team through a series of focused meetings to define the general framework and outcomes of the enrollment balancing process. The oversight team should include District staff members who may be integral in the process, either as a resource or as a decisionmaker. These staff members include, but are not limited to, representatives in enrollment, facilities, communications, equity, special programs, transportation, technology, student services, and curriculum; district leadership, such as superintendents, deputy or assistant superintendents, and chief operations officers; and liaisons from the Board.

This task has four components: (1) a project kickoff meeting, (2) outlining the enrollment balancing process and community engagement needs and timelines, (3) community input, and (4) the development of the committee charge and guiding principles.

Subtask 1a—Project Kickoff Meeting

FLO will initiate the project with a virtual kickoff meeting with the District's oversight team. The meeting will have the following objectives:

- Review and confirm that the existing scope of work addresses District needs.
- Identify roles and responsibilities for FLO and the oversight team.
- Confirm drivers of the need for boundary revisions through a review of District policies, current and past practices, initiatives/priorities, facility improvements and Board goals.
- Discuss the project schedule and sequencing of project tasks/subtasks.
- Discuss data needs and sharing.
- Discuss and define the study area and grade groups.
- Propose dates for additional follow-up meetings listed in tasks below.

Subtask deliverables:

- A virtual working meeting with the District oversight team
- Email summarizing the meeting outcomes and action items, including data sharing and compliance needs, key dates/milestones, and any required amendments to the scope of work or schedule based on discussions

Assumption(s):

Any process variables previously unknown to FLO prior to the kick-off meeting, such as the District's needs for grade reconfigurations, bond planning support, and/or the movement or consolidation of programs, may require additional assumptions, data configurations, and meetings. Such changes may also result in a revision of scope and budget.

Subtask 1b—Develop Enrollment Balancing Committee Process

This subtask involves guidance and development of the enrollment balancing process and committee selection. An enrollment balancing committee is a critical component of the process and should be formed with focus, care, and deliberation. The committee greatly affects the overall direction and success of the entire project. The District oversight team will play a key role regarding the composition and formation of the committee and in disseminating information to the larger community. In general, the committee will be tasked with modifying a preliminary option by developing new scenarios, interacting with the community at public open houses, and formalizing a final recommendation to be presented to the superintendent at the end of the enrollment balancing process. A committee charge, based on Board and community goals, will be developed to provide a succinct statement of the committee's responsibility and authority.

FLO will review and discuss the District's community engagement strategy with the District communications lead/team to ensure focused proactive communications and community engagement consistently occur throughout the process.

A virtual meeting will include:

- Development of schedules for the committee meetings and community outreach activities.

- Confirming the size of the committee, how committee members will be selected, and the timeline for the application and/or selection process.
- Scheduling milestones for key public information output throughout the project.
- Identify and confirm technology/logistical needs for committee meetings, community open houses, and sharing public information.
- Discuss the District's community engagement strategy for the process.

Subtask deliverables:

- Enrollment balancing process schedule and timeline
- Framework recommendation documents
- A virtual meeting with the District communications lead/team, project manager, and other key members of the District oversight team

Assumption(s):

The District will develop a community engagement strategy for the process. FLO can provide edits/recommendations based on best practices with similarly sized districts at the request of the District. This subtask assumes that the District's communication lead will be available to develop and post the necessary press releases, collateral materials, and website and social media updates. Further updates and support can be completed under Task 5 – Contingency.

Subtask 1c—Community Input (Optional)

The goal of this subtask is to engage the community through surveys or other input methods to gauge key community values and relevant enrollment balancing concerns to inform the development of guiding principles (see Subtask 1d) and project outcome goals. Information collected will be compiled and reported in a presentation to the District oversight team. These input strategies will be developed as part of the District's community engagement plan.

Subtask deliverables:

- A presentation summarizing the results of the community survey
- A virtual meeting to present survey findings to the District oversight team.

Subtask 1d—Develop Committee Charge and Guiding Principles

To ensure a successful enrollment balancing process, the Board and the District oversight team must share a vision of how the enrollment balancing process will complement the District's initiatives and priorities. To capture this shared vision, it is important that the Board and the District oversight team develop a committee charge that clearly articulates the district goals and scope of work, and identifies a set of underlying values, core principles, or decision-making criteria against which boundary adjustments will be judged (e.g., balancing facility capacities, equitable programming, maintaining feeder systems, considering special program locations) before engaging the enrollment balancing committee.

To this end, FLO will work with the District oversight team to:

- Review District policies (e.g., enrollment, transfer, equity), current and past practices, and priorities and initiatives.
- Provide recommendations to the District that incorporate our findings from the enrollment assessment, forecasts, and community surveys (optional).

Subtask deliverables:

- Guiding principles and committee charge document
- A virtual meeting to discuss any edits to the document

Assumption(s):

The District oversight team is responsible for approval of the guiding principles and committee charge. The District will have one week to review these documents and provide feedback and edits. After this period, the results will be considered reviewed by the District and finalized. Further updates and support can be completed under Task 5 – Contingency.

Task 2—Enrollment Assessment, Forecast, and Preliminary Options Development

In parallel with the development of Framework Recommendations, a quantitative assessment of the district's enrollment trends will be performed. Our work will be completed by employing Geographic Information Systems (GIS) and data analytics software and will include integrating the student information system's (SIS) into FLO's systems for analysis and visualization.

The results of this analysis will be used for the development of a preliminary boundary option that will serve as a starting point for the enrollment balancing committee. The District's oversight team will have input on the development of this initial option.

Subtask 2a—Student Enrollment Assessment

The goal of this task is to understand the District's student enrollment trends across space and over time. To this end, we will evaluate historical grade-progression ratios, the geographic distribution of student residences, participation in special or nontraditional programs, demographic and socioeconomic characteristics (e.g., residence in single-family or multifamily housing) of the student body, and differences in enrollment based on residence compared with building/program attendance (i.e., transfer rates).

This work will be completed by applying spatial planning principles and geographic information system (GIS) software, which will include integrating the student information system (SIS), school locations, and attendance area boundaries into FLO's GIS for analysis and visualization. All work completed as part of this task will support subsequent tasks and provide the basis for developing future work products for the District.

The District will provide FLO with the following data sets in an electronic format compatible with GIS software (e.g., Esri File Geodatabase, Esri Shapefile, Microsoft Excel):

- District boundary
- School locations

- School attendance area boundaries
- October headcount enrollment per school and grade for the prior five school years and the current school year
- Individual student records from the SIS representing October headcount enrollment for the current school year, including the following attributes:
 - Unique student ID
 - Address (house number, street, unit number, city, and zip code—preferably in separate columns)
 - Grade
 - School of enrollment
 - Additional attributes required to understand enrollment patterns (e.g., participation in programs such as Running Start, etc.)
- Additional information on factors that influence student enrollment (e.g., out-of-district transfer policy, intra-district transfer policies)

Task Deliverables (included in Enrollment Forecasts Report)

- Students mapped to residences
- Historical enrollment tables
- Attendance-versus-residence matrices

Assumptions

The District will have two weeks from the date that the data request form is sent to district personnel to fulfill the request. Data received after the two-week period may not be used or, if required, may delay the project schedule.

FLO will identify specific task deliverables that influence subsequent analysis and provide preliminary results to District personnel. The District will have one week to review these items and provide feedback and edits. If requested by the District, a half-hour meeting may be scheduled to review the results and receive feedback. After this period, the results will be considered reviewed by the District and finalized.

Subtask 2b—Demographic and Residential Development Analysis

To incorporate overarching factors that underpin student enrollment, FLO will review and analyze historical, current, and projected demographic characteristics of the region; trends of population change over time; current land use policies; and anticipated residential development. For these efforts, FLO will glean land use data (e.g., construction permits, zoning, comprehensive plans, etc.) and demographic information (e.g., births, female population of child-bearing age, etc.) from a variety of sources; chief of which are the regional, county, and municipal planning departments that manage and track land use within the district boundary (for more details, see the Data Sources section below). Furthermore, we will interview city and county planners to determine short- and long-term residential development activity in the district. Based on the assessment of available information and interview results, we will estimate the number of housing units that may be constructed in the

2022–23 and 2027–28 and 2032–33 periods, as well as average student generation rates (i.e., the number of students yielded per housing unit) per single-family and multifamily dwelling types.

The number of students enrolled in a district is largely influenced by the number of school-aged children residing within the district boundary. We compare historical birth data (i.e., live births occurring in ZIP codes that comprise the district) from the Oregon Health Authority (OHA) to historical kindergarten class sizes to determine annual kindergarten-to-birth ratios (i.e., the number of kindergarteners who enroll with the district in comparison to the number of live births within the district boundary). These values, in combination with age group-specific population projections of child-bearing-aged women residing in the district, allow us to forecast the number of anticipated births in the district, and thus, the number of anticipated kindergarteners in future school years. The progression of students from one grade to the next is also a significant determinant of future enrollment. We assess how cohort sizes change over time by calculating grade progression ratios (GPRs)—the ratio of enrollment in a specific grade in a given year—to the enrollment of the same age cohort in the previous year. A review of GPRs over time helps form the foundation of future enrollment forecasts.

Task Deliverables (included in Enrollment Forecasts Report)

- Maps and tables depicting current and anticipated residential development
- Student generation rates for multifamily and single-family housing units
- Kindergarten-to-birth ratios
- Historical grade progression ratios

Assumptions

The majority of data required to complete this task is provided by state and local agencies, and significant delays in receiving requested information from these entities may affect the project schedule. Should delays arise, FLO will confer with the District on whether data received to-date is sufficient or the project schedule should be revised to accommodate a longer data collection period.

FLO will identify specific task deliverables that influence subsequent analysis and provide preliminary results to District personnel. The District will have one week to review these items and provide feedback and edits. If requested by the District, a half-hour meeting may be scheduled to review the results and receive feedback. After this period, the results will be considered reviewed by the District and finalized.

Subtask 2c—Student Enrollment Forecasting

FLO will use a modified GPR method and cohort-component method to prepare ten-year building/program attendance and residence-based student enrollment forecasts. Building/program attendance forecasts represent the number of students expected to be enrolled at a specific school building or program, incorporating inter- and intra-district transfers. In comparison, residence-based forecasts represent the number of students expected to reside in a certain region, whether it be the district as a whole or individual attendance areas. Residence-based forecasts are generally more accurate than building/program attendance forecasts because the former are not subject to the variability of student choice, school district policies (e.g., constraints on inter- and intra-district transfers), and movement of program locations. This scope of work includes the following forecasts provided annually from 2023–24 to 2032–33.

- District-wide total building/program attendance forecasts

- District-wide building/program attendance forecasts per grade group
- District-wide building/program attendance forecasts per individual grade
- Residence-based forecasts per attendance area
 - Disaggregated to individual grade
- Building/program attendance forecasts per school/program
 - Disaggregated to individual grade

This information will provide valuable insight into the projected growth or decline of student enrollment at a district-wide scale, as well as for each attendance area and school/program. Examples of the variables and methods considered during the student enrollment forecasting include the following:

- Grade progression ratio methodology (a.k.a. cohort survival based on historical student enrollment trends)
- Cohort-component methodology (i.e., individual components of population change)
- Birth and fertility rates
- Population age structure
- Rates of in- and out-migration
- Available housing/buildable land and rates of residential development

FLO will provide the District with a report—including maps, graphs, and tables—outlining our methodology and detailing our findings.

Task Deliverables

- Draft tables and graphs to communicate the preliminary student enrollment forecasts
- Final enrollment forecasts report including results, methodologies, data sources, and figures (i.e., associated maps, tables, and graphs)
- A video or conference call with District staff to review and discuss the preliminary enrollment forecasts
- A video or conference call with District staff to review and discuss the final enrollment forecasts (if requested)

Assumptions

FLO will identify specific task deliverables that influence subsequent analysis and provide preliminary results to District personnel. The District will have one week to review these items and provide feedback and edits. After this period, the results will be considered reviewed by the District and finalized.

The District will have two weeks to review the final report and provide feedback and potential edits. After this period, the results will be considered reviewed by the District and finalized. If requested by the District, a half-hour meeting may be scheduled to discuss the final forecast results.

Subtask 2d—Preliminary Options Development

Using the guiding principles and FLO-produced enrollment forecasts, we will develop up to three preliminary options with summary statistics illustrating potential new attendance area boundaries. The preliminary options will be presented to the District's oversight team for review at a virtual meeting. The District will provide input and feedback based on the guiding principles and the oversight team's collective institutional knowledge. Scenario modeling capabilities will be available during a workshop to evaluate District suggestions. The District will decide on one preliminary boundary option to share with the enrollment balancing committee.

Subtask deliverables:

- Enrollment modeling application developed for scenario modeling
- Preliminary options map and summary statistics
- A virtual workshop with the District oversight team to review the preliminary options and summary statistics
- Updates to preliminary options based on feedback from the workshop and final preliminary option and summary statistics including facility utilization rates, current, 5-year and 10-year enrollment and, socioeconomic indicators (current year only).

Assumption(s):

Statistical reports will include FLO's standard set of information. Any statistical reporting needs outside of FLO's standard reports can be provided under Task 5 – Contingency. FLO will base the preliminary options off a set of District-approved guiding principles. Additional options development can be provided under Task 5 – Contingency. A one-time direct charge is included for the configuration of our enrollment modeling application.

Task 3—Enrollment Balancing Committee Process Facilitation and Technical Support

The subtasks outlined below are intended to assist the enrollment balancing committee with further developing the preliminary option into a recommendation that will be brought forward to the Superintendent. By the start of the committee process, the details of the enrollment balancing process will have been finalized, including selecting the enrollment balancing committee members, identifying the location/virtual platform for all committee and public meetings, and reviewing the District's community engagement strategy. Additionally, a data-driven and District-vetted preliminary option will have been finalized as a starting point for the committee to begin their review. FLO's scenario modeling technology will be provided to support refinement of the preliminary options.

Subtask 3a—Prepare for Enrollment Balancing Committee Process

This subtask involves preparation for the enrollment balancing committee meetings and community open houses. Preparation will include:

- Testing of the virtual platform, testing of technology and logistical requirements (e.g., use of FLO's scenario modeling technology, virtual approach and familiarization with technology, break-out rooms, polling software, call-in options, registration, passwords, and interpretation)
- Detailed discussion of supporting material and printing requirements for the committee meetings and community open houses (e.g., agendas, meeting minutes, virtual meeting recording, updates

to scenarios and accompanying summary statistics, large-format maps/screenshare, and other applicable print/web materials)

District resources and communications that will be required during the process which were determined during the Framework Recommendations (Task 1b), will be reiterated during this task.

Subtask deliverables:

- A virtual working meeting with the District oversight team to prepare for committee meetings and open houses; finalize required materials, roles, and responsibilities; and a demo of the virtual platform
- Outline of roles (i.e., printing, translation) for developing meeting materials for five committee meetings, including agendas, presentations, meeting minutes, virtual meeting recording, scenario summary statistics, scenario maps, and screensharing
- Outline of roles for developing materials for one open house, including survey questions, handouts/polling, and large-format/web maps
- Development of web materials, committee progress tracking web app for community engagement, etc.

Assumption(s):

Translation and interpretation services, printing or distribution of meeting materials (e.g., agendas, presentations, meeting minutes, summary statistics reports), writing of meeting minutes, and other meeting logistics will be coordinated by the District. FLO will provide PDF maps and statistics updated with the most recent working scenario and, presentations as required to convey scenario information.

Subtask 3b—Committee Facilitation

Committees provide opportunities for broader input, equity, and deeper community engagement and communications in public processes. To ensure the engagement of the committee in information sharing and discussions, these meetings must be carefully planned and well-facilitated. This subtask includes FLO leading and facilitating, or cofacilitating, all committee meetings.

Subtask deliverable:

- Virtual facilitation or cofacilitation for five committee meetings, including meeting planning, follow-up, and execution of the committee charge through virtual facilitation of decision-making on scenarios, information presentations and agendas, management of screen-sharing or whiteboarding activities, and real-time polling. FLO will provide detailed instructions to participants, outlining the virtual environment ground rules, meeting timeline, and polling directions.
- In-person attendance at one community open house
- Training on mapping technology and assumptions

Assumption(s):

FLO will provide facilitation at five committee meetings and provide in-person support for one open house. Facilitation for additional meetings can be provided under Task 5– Contingency.

The District will gather feedback from the public following the open house and provide it to the committee at least a day prior to the next committee meeting. Any translation and/or categorization of feedback will be provided by the District. If the District chooses a hybrid approach (online and in-person) for the open house, FLO can provide support under Task 5 – Contingency.

Subtask 3c—Committee Technical Support

FLO staff will act as a technical resource for committee meetings. They will assist with presenting the preliminary option, community survey results (optional), enrollment forecast, orienting the committee with data and scenario development, and capturing information needed for scenario development. FLO staff will model scenarios on-the-fly at the direction of committee members and provide updated maps and summary statistics. FLO staff will also be available for the open house to support the District oversight team and committee members regarding technical questions.

Subtask deliverables:

- Virtual technical support for five committee meetings
- On-the-fly scenario modeling
- An interactive public webmap to follow the committee's progress

Assumption(s):

FLO will provide technical troubleshooting for individual participants as customary during the meetings. Additional technical support and on-the-fly modeling outside of meeting times can be provided under Task 5 – Contingency.

A one-time direct charge is included for the configuration of the interactive public webmap. The District will be responsible for providing edits to the map's splash screen and any translation of the text.

Subtask 3d—Board Engagement

FLO will provide presentations to the Board, in collaboration with District leadership, to keep members apprised of the progress of the committee and community input. Presentations could include an introduction to the mapping capabilities, modeling software, statistical reports, and preliminary option(s) (if applicable); a progress update outlining the committee's work and the most recent boundary scenario; a presentation outlining the final recommendation, maps, and summary statistics.

Subtask deliverables:

- Two PowerPoint presentations to the Board
- Virtual attendance and presentation at two Board meetings

Assumption(s):

FLO will provide the presentations to the District at least one week in advance of Board materials deadline. If map and statistical reports are still being processed, FLO will provide placeholder in the presentation for these items. Creation of these presentations allows for one round of review edits by the District.

Subtask 3e—Final Boundary Recommendations

At the conclusion of the enrollment balancing committee process, FLO will prepare materials for the final recommendation to the Superintendent, including providing the final boundary scenario files (e.g., Esri File Geodatabase, Esri Shapefiles, KMZs, PDFs), summary statistics, and electronic (i.e., PDF) maps. FLO can support the presentation of the recommendations to the Board if requested.

Subtask deliverables:

- Final committee consensus map
- Summary statistics
- List of current students in geographically changing areas

Assumption(s):

Any cartographic edits to the final map outside of FLO's mapping template can be completed under Task 5 Contingency.

Task 4—Project Management and Communications

The nature of this work warrants frequent communications and general project management. This task is designed to facilitate project team coordination; communications with the District oversight team beyond the task-specific work; and general project management, including monthly invoicing.

Task 5—Contingency

FLO is available to provide additional support to the District as requested, in the event that budget assumptions and schedule dependencies must be amended, or that unforeseen needs arise that require additional time.

Common requests include:

- Digitizing spatial data (i.e., PDF maps) provided by the District into a GIS compatible format
- Attendance at additional and/or in-person meetings
- Additional presentations to the Board
- Revisions to information past the stated review periods
- Implementation support (e.g., School Locator web application, mailing lists for impacted households)
- Hybrid open house support (video presentation, script)

This scope of work includes a 10% contingency budget that will be used to support out of scope requests with District approval before work commences.

BUDGET

The estimated cost to perform the proposed work is \$77,599 (see estimated budget below). This cost estimate does not represent a lump sum. FLO bills for time and materials, consistent with the attached schedule of charges. FLO may apply money from one task to another to complete the scope of work.

Task		FLO Analytics			Total
		Hours	Labor	Direct	
1	Framework Recommendations				
1a	Project Kickoff Meeting	12	\$2,020	\$0	\$2,020
1b	Develop Enrollment Balancing Committee Process	12	\$2,110	\$0	\$2,110
1c	Community Input (Optional)	11	\$1,880	\$0	
1d	Develop Committee Charge and Guiding Principles	9	\$1,635	\$0	\$1,635
	<i>Task Total</i>				\$5,765
2	Enrollment Assessment and Preliminary Options Development				
2a	Student Enrollment Assessment	28	\$4,290	\$0	\$4,290
2b	Demographic and Residential Development Analysis	38	\$5,600	\$0	\$5,600
2c	Student Enrollment Forecasting	81	\$13,570	\$0	\$13,570
2d	Preliminary Options Development	39	\$6,225	\$1,800	\$8,025
	<i>Task Total</i>				\$31,485
3	Boundary Review Facilitation and Technical Support				
3a	Prepare for Enrollment Balancing Committee Process	12	\$2,180	\$0	\$2,180
3b	Committee Facilitation	45	\$9,015	\$0	\$9,015
3c	Committee Technical Support	76	\$11,345	\$2,000	\$13,345
3d	Board Engagement	8	\$1,605	\$0	\$1,605
3e	Final Boundary Recommendations	12	\$2,010	\$0	\$2,010
	<i>Task Total</i>				\$28,155
4	Communications and Project Management	30	\$5,310	\$0	\$5,310
5	Contingency Items (10%)*				\$7,072
Total Estimated Cost (including contingency budget, without optional task)					\$77,787
Community surveys development (Task 1c) are recommended but an optional service					
*A contingency budget of 10% is reserved for additional out-of-scope service requests during the project and will only be accessed with specific client approval					

SCHEDULE

A tentative project schedule is provided as an attachment. The project schedule will be finalized after the project kick-off meeting.

FLO will begin work within 120 days of receiving authorization to proceed. This proposal is valid for 30 days.

After you have reviewed this submittal, please indicate your approval of the proposal by signing below. You will be receiving a fully executed copy through Adobe Sign; please retain it for your records.

Sincerely,

FLO Analytics



Kent Martin
Senior Planner—School District Sector Lead

Attachments: Tentative Project Schedule
Schedule of Charges
General Terms and Conditions

The above proposal, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached “Schedule of Charges,” “General Terms and Conditions” (which contains a limitation of liability provision), and Addendum(s), if any, form an express part of the Contract, as evidenced by my signature below:

Ashland School District

By _____ Date _____

Name _____ Title _____

Ashland School District
 Enrollment Balancing Services and Student Enrollment Forecasts
 Tentative Project Schedule

Task	2022					2023	
	August	September	October	November	December	January	February
1 Framework Recommendations							
Project Kickoff	■						
Committee Process Development	■	■					
Community Surveys (Optional)	■	■	■				
Develop Committee Charge and Guiding Principles		■					
2 Enrollment Forecasting							
Student Enrollment Assessment	■						
Demographic and Land Use Assessment	■	■					
Enrollment Forecasting	■	■	■				
Preliminary Options Development	■	■	■				
3 Boundary Review Facilitation & Support							
Boundary Review Committee Process			■	■	■	■	
Committee Facilitation			■	■	■	■	
Committee Technical Support			■	■	■	■	
Board Engagement			■				■
Final Boundary Recommendation						■	
4 Communications and Project Management		■	■	■	■	■	■
Meetings/Milestones	August	September	October	November	December	January	February
Kickoff Meeting	■						
Draft Enrollment Projections Review		■					
Meetings with Town and Regional Planners	■	■					
Pre-Boundary Review Board Meeting		■					
Draft Springboard Proposal Meeting			■				
Final Recommendation to Board						■	



SCHEDULE OF CHARGES

PERSONNEL CHARGES

Principal	\$220 – 230/hour
Facilitation.....	\$205/hour
Project Manager.....	\$185/hour
Senior.....	\$165 – 205/hour
Project.....	\$140 – 165/hour
Analyst	\$140 – 150/hour
Staff	\$125 – 140/hour
Graphic Design.....	\$120 – 130/hour
Technician	\$105 – 135/hour
Administrative Support	\$100 – 110/hour

Depositions and expert witness testimony, including preparation time, will be charged at 200 percent of the above rates.

Travel time will be charged in accordance with the above rates.

SUBCONTRACTORS

Charges for subcontractors will be billed at cost plus 15 percent.

EXPENSES

Charges for outside services, equipment, and facilities not furnished directly by FLO Analytics will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

Printing and photographic reproduction	Rented equipment
Rented vehicles/mileage	Shipping charges
Transportation on public carriers	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials

DIRECT CHARGES

Charges for specialized software modeling and equipment are as specified in the scope of work.

Field equipment rates are set forth in the Field Equipment Rate Schedule.

The rates for document production are set forth in the Document Production Rate Schedule.

RATE CHANGES

Schedule of Charges are subject to change without notice.



GENERAL TERMS AND CONDITIONS

ARTICLE 1—AGREEMENT

These General Terms and Conditions (the “Agreement”) govern all professional services, labor, materials, and equipment (collectively the “Services”) furnished by Maul Foster & Alongi, Inc., doing business as FLO Analytics (“FLO”) pursuant to the attached proposal (the “Proposal”) and on behalf of FLO’s client (“CLIENT”). FLO’s performance of its Services under this Agreement is conditioned on the acceptance of all the following terms and conditions by CLIENT. This Agreement does not need to be signed by CLIENT to be effective.

ARTICLE 2—PROFESSIONAL RESPONSIBILITY

FLO shall perform the Services specified in this Agreement consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the Services are performed; subject, however, to any express limitations established by the CLIENT as to the degree of care and amount of time and expense to be incurred and any other limitations contained in this Agreement. No other representation, warranty, or guaranty, express or implied, is included in or intended by this Agreement or any other of FLO’s services, proposals, agreements, or reports contemplated by this Agreement.

ARTICLE 3—INDEPENDENT CONTRACTOR STATUS; LEGAL RELATIONSHIP

The parties intend that FLO, in performing Services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. FLO shall be free to contract for similar services to be performed for other individuals or entities while it is under contract with CLIENT.

ARTICLE 4—BILLING AND PAYMENT

Invoices will be submitted monthly and shall be due and payable upon receipt. Payment shall be made to Maul Foster & Alongi, Inc., and delivered to:

Maul Foster & Alongi, Inc.
109 East 13th Street
Vancouver, WA 98660

Except as otherwise agreed in writing, CLIENT agrees that there shall be no retention or holdback of the fee for the Services. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. FLO may, at its option, withhold performance of the Services and/or delivery of reports and any other data pending payment by CLIENT.

ARTICLE 5—LIMITATION OF LIABILITY

CLIENT agrees to limit the liability of FLO, its officers, directors, shareholders, affiliates, employees, agents, and representatives (the “FLO Parties”) to CLIENT for all claims and legal proceedings of any type arising out of or relating to the performance of Services under this Agreement (including, but not limited to, FLO’s breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$100,000 or the amount of FLO’s Fee. Failure of CLIENT to give written notice to FLO of any claim of negligent act, error, or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT. In no event shall FLO be liable for any direct, indirect, special, incidental, exemplary, or consequential loss or damages sustained from any cause or arising out of any legal theory, whether contract, negligence, strict tort liability, or otherwise. FLO is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder.

ARTICLE 6—INDEMNIFICATION

Subject to the limitation of liability above, FLO shall indemnify and hold CLIENT harmless from the proportionate share of any claim, suit, liability, damage, injury, cost, or expense, including attorneys' fees, or other loss (hereafter collectively called "Loss") arising out of (a) FLO Parties' breach of this Agreement or (b) FLO Parties' willful misconduct or negligence in connection with the performance of the Services under this Agreement.

CLIENT agrees to indemnify, defend, and hold harmless FLO Parties from any Loss arising out of (a) CLIENT's breach of the Agreement, or (b) CLIENT's willful misconduct or negligence in connection with performance of the Agreement. To the extent a portion of such Loss is caused by FLO's negligence, CLIENT shall indemnify and hold FLO harmless from the proportional share of the Loss resulting from the acts or negligence of CLIENT.

ARTICLE 7—TERM OF AGREEMENT; TERMINATION

If any Services agreed to be performed hereunder are terminated, CLIENT will pay FLO for Services performed to the date FLO receives notice of termination and shall further pay for any costs reasonably incurred by FLO in connection with terminating Services, including, but not limited to, the costs of completing analysis, records, and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts.

The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 8—TIME OF PERFORMANCE/FORCE MAJEURE

FLO makes no warranties regarding the time of completion of Services and shall not be in default of performance under this Agreement where such performance is prevented, suspended, or delayed by any cause beyond FLO's control, including but not limited to, war, terrorism, pestilence, act of God, mechanical malfunction, unavailability of energy, unavailability of materials, pandemic, cyberattack, accident, fire, explosion, public protest, or governmental actions or legislation.

Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. If such events occur, it is agreed that both parties will use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible performance of Services under this Agreement. Delays within the scope of this provision will extend the contract completion date for specified services commensurately or will, at the option of either party, make this Agreement subject to termination or to renegotiation.

ARTICLE 9—SUSPENSION OF SERVICES

CLIENT may suspend further performances of Services by FLO by ten (10) days prior written notice. If payment of invoices by CLIENT is not maintained on a thirty (30) day current basis, FLO may suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days will, at the option of FLO, make this Agreement subject to termination or renegotiation.

All suspensions will extend the contract completion date for specified services commensurately, and FLO will be paid for services performed to the suspension date plus suspension charges. Suspension charges are defined as those charges relating to costs incurred which are directly attributable to suspension of services, including, but not limited to, personnel rescheduling, equipment rescheduling, and/or reassignment adjustments.

ARTICLE 10—CHANGED CONDITIONS

If, during the course of the performance of the Services under this Agreement, conditions or circumstances develop or are discovered which were not contemplated by FLO at the commencement of this Agreement, and which materially affect FLO's ability to perform the Services or which would materially increase the costs to FLO of performing the Services, then FLO shall notify the CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and FLO shall renegotiate in good faith the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after the mailing of such notice, FLO may terminate the Agreement and be compensated as set forth in the section of this Agreement entitled TERM OF AGREEMENT; TERMINATION.

warranty as to contents and is not the project deliverable unless specifically agreed to the contrary. FLO disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE 16—NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries of this Agreement, and no third party shall be entitled to rely upon any work performed or reports prepared by FLO hereunder for any purpose whatsoever. CLIENT shall indemnify and hold FLO harmless against any liability to any third party for any Loss arising out of or relating to the reliance by any such third party on any work performed or reports issued by FLO hereunder. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE 17—DESIGNS AND DISCOVERIES

In the course of providing Services to CLIENT, FLO may utilize or develop designs, ideas, discoveries, inventions, or improvements of these (collectively "Ideas"), made by the FLO Parties. CLIENT agrees that FLO's utilization or development of such Ideas does not grant CLIENT any right in the form or ownership or license to such Ideas. All Ideas utilized or developed while providing CLIENT Services shall be deemed to be property of FLO.

ARTICLE 18—LAWS AND REGULATIONS

Both parties will be entitled to regard all applicable laws, rules, regulations, and orders issued by any federal, state, regional, or local regulatory body as valid and may act in accordance therewith until such time as the same may be modified or superseded by such regulatory body or invalidated by final judgment in a court of competent jurisdiction, unless prior to such final judicial determination, the effectiveness of such law, rule, or regulation has been stayed by an appropriate judicial or administrative body having jurisdiction.

In the event there are changes in existing laws, codes, regulations, orders or ordinances, or the interpretation thereof, following the performance of professional services, CLIENT agrees to defend, indemnify, and hold FLO harmless from any and all claims, including claims for fines or penalties imposed, resulting from or alleged to have resulted from noncompliance with or nonincorporation of such changes in professional services prior to the effectiveness of such changes.

ARTICLE 19—ASSIGNMENT

Neither party to this Agreement may delegate, assign, or otherwise transfer its rights and interests or duties and obligations under this Agreement without prior written consent of the other party.

ARTICLE 20—DISPUTE RESOLUTION

Any claim, controversy, dispute, or disagreement between the parties arising out of or relating to this Agreement, including but not limited to those arising out of or relating to any Work Order Authorization and including those based on or arising from any statute, constitution, regulation, ordinance, rule, or any alleged tort (collectively "Dispute"), shall be resolved in accordance with the following dispute resolution procedure:

1. CLIENT and FLO agree that discussing and reaching an agreement is often the most cost-effective and beneficial method to resolve a dispute. In the event that any Dispute arises between them, the parties agree to hold a meet-and-confer session between one or more principals of each party with authority to settle the dispute.
2. If the parties cannot reach a mutually acceptable resolution, they shall proceed to non-binding mediation using a mutually agreed upon mediator, with each party being responsible for one-half of the mediator's fee. Mediation is an express condition precedent to binding arbitration, as provided below.
3. Unless successfully resolved as provided above, the parties agree that any Dispute shall be resolved by binding arbitration with the then-effective arbitration rules of Arbitration Services of Portland, Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

ARTICLE 21—ATTORNEYS' FEES AND COSTS

If any action or proceeding is commenced to enforce or interpret any of the terms or conditions of this Agreement or the performance thereof, including the collection of any payments due hereunder, the prevailing party will be entitled to recover all reasonable attorneys' fees, costs, and expenses, including staff time at current billing rates, expert witness fees, court costs, and other claim-related expenses.

If FLO is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf regarding work performed by FLO, CLIENT agrees to pay all costs and expenses incurred by FLO not reimbursed by others in responding to such order, including attorney's fees, staff time at current billing rates and reproduction expenses.

ARTICLE 22—GOVERNING LAW AND VENUE

This Agreement shall be subject to, interpreted, and enforced according to the laws of the State from which FLO's services are procured. The parties submit to jurisdiction in Clark County, Washington, and agree that the venue for any and all disputes arising out of or related to this Agreement shall be in Clark County, Washington. Each party further agrees that, in any litigation or arbitration arising out of or related to this Agreement, the party, and the party's officers, employees, and agents shall appear, at that party's expense, for deposition in Clark County, Washington.

ARTICLE 23—SEVERABILITY

Any provision of this Agreement held in violation of any law will be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. The parties will attempt in good faith to replace any invalid or unenforceable provision(s) of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

ARTICLE 24—ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CLIENT and FLO. It supersedes any and all prior written or oral agreements, negotiations, or proposals, or contemporaneous communications with respect to the subject matter hereof, and has not been induced by any representations, statements, or agreements other than those herein expressed. No amendment to this Agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by authorized representatives of both parties.