AGREEMENT FOR CONSULTING SERVICES

RECITALS

This Agreement for Consulting Services ("Agreement") is entered into this 27th day of April 2012, by and between the San Leandro Unified School District ("District") and Total School Solutions ("Consultant").

TERMS

1. **Services**. The Consultant shall perform relevant services and duties to conduct a Level 1 Developer Fees Justification Study Update. The scope of work is defined in Exhibit A.

2. **Independent Contractor Status**. Consultant shall at all times during the term of this agreement serve as an independent contractor, and shall not represent itself, or its employees or contractors, as officers, agents, or employees of the District.

3. **Compensation**. District agrees to pay Consultant for services rendered pursuant to this Agreement a fixed fee of $6,956, including expenses

    a. All payments required by this agreement shall be made within thirty days of the submission of an invoice to the District. Partial payments for work completed shall be required and made upon receipt of an invoice as described previously. All outstanding payments shall be made within thirty (30) days of the completion of the work delivered in this agreement.

    b. Any additional services requested by the District or due to a condition existing in and/or caused by the District, rendered after prior written approval, shall be billed and reimbursed separately, in accordance with the TSS standard hourly fee schedule. Any out-of-pocket expenses will be billed at actual cost plus 15 percent. These out of pocket costs include, but are not limited to, telephone, postage, travel and mileage.

    In the event that the District cancels or postpones, a scheduled visit by the Consultant, with less than 48 hours notice, the Consultant shall be paid all expenses actually incurred as well as up to eight hours of time for each person assigned at the appropriate individual hourly rate.

4. **Termination**.
    a. By Consultant: Consultant may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for services rendered and hours worked to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District.

    b. By District: District may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for the percentage (progress billing) of services rendered (hours worked if an hourly contract), and any expenses incurred, to the date of the termination. Written notice by District shall be sufficient to stop further performance of services by Consultant.

c. Consultant shall be relieved of the obligation to perform, and District shall not recover any damages, in the event that Consultant is prevented from performing by act of God or nature, fire, union strike, lockout, or seizure of materials, products, plants, facilities, or other such condition, upon satisfactory evidence being presented to District.

5. **Indemnification**. Consultant shall indemnify and hold harmless the District, their agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers from any and all demands, losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, permitted, or suffered to be done by the Consultant in conjunction with this Agreement, unless the claims are caused by the gross negligence or willful misconduct of parties wholly unconnected to the Consultant.

   The District shall indemnify and hold harmless the Consultant, its officers and employees from any and all demands, losses, liabilities, claims, suits, and actions arising from the gross negligence or willful misconduct of the District, its agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers.

6. **Insurance**. The Consultant shall procure and maintain at all times during the term of this agreement insurance required of an independent contractor.

7. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District	**Consultant**
San Leandro Unified School District	Total School Solutions
14735 Juniper Street	4751 Mangels Boulevard
San Leandro	Fairfield, CA 94534
Cindy Cathey	Tahir Ahad
Superintendent	President

   Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

8. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument signed by the party against whom enforcement is sought.

9. **California Law**. This Agreement shall be governed by the laws of the State of California.

10. **Waiver**. The waiver by either party of any breach of the terms of this agreement shall not be deemed to waive the requirement of such term, covenant, or condition in whole or in part.

11. **Severability**. If any term, condition or provision of this Agreement is held invalid or illegal by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

12. **Incorporation of Recitals and Exhibits**. The recitals and each exhibit attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

San Leandro Unified School District	**Total School Solutions, Consultant**
By: _____	By: _____
Title: Superintendent	Title: President
Dated: _____	Dated: April 27, 2012

Exhibit A

Scope of Proposed Services – Level 1 Developer Fees

The following scope of services is required to impose Level 1 fees based on the State Allocation Board (SAB) "Index Adjustment on the Assessment for Development", adjustment in January 2012, which increased residential fees to $3.20/square foot and commercial/industrial fees to $0.51/square foot.

Residential (New and 500 + square feet additions)

The Justification Document will identity the maximum fee that the school district could levy based on the following categories of need over a five (5) year period:

- New construction needs (based on unhoused students)
- Modernization needs (40% district match)
- Lease costs for interim portables
- Certificate of Participation (COP) payments
- Administrative/Consultant costs

The number of unhoused students over a five (5) year period will be based on projected enrollment, either a district projection or the SAB 50-01, less the established capacity based on the SAB 50-02. The cost of new construction will be based on the most recent SAB adopted School Facility Program (SFP) grant amounts or district prepared cost estimates, if available.

Modernization costs will be based on the districts eligible projects and the most recent SAB adopted SFP grant amounts, using the district's forty (40) percent match requirement only.

Lease costs for interim portables will be a projection of costs over a five (5) year period.

COP payments will be based on actual payments of an existing COP over a five (5) year period and any anticipated new COP issue during the next five (5) years.

Administrative/consultant costs to manage a facilities program will be based on a reasonable percentage of the five (5) year cost of the program, generally about five (5) percent.

Commercial/Industrial

If the district currently levies commercial/industrial fees and desires to continue to levy such fees, the maximum fees that may be levied for different categories of space will be based on statewide employee generation factors, as allowed by law.