LEVY ADMINISTRATION SERVICES AGREEMENT

THIS AGREEMENT is made on _____, 2016, between the **San Leandro Unified School District**, ("District") and **SCI Consulting Group** ("Consultant" or "SCI"), a California Corporation, who agree as follows:

1. **Scope of Work ("Work").** Consultant shall perform the work and render the services described in the Scope of Work shown below (the "Work"). The Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.

2. **Payment.**

   a. In exchange for the Work, District shall pay to the Consultant a fee for completed phases of the Work. The total fee for the Work shall not exceed amounts set forth in the Fee Schedule shown below. There shall be no compensation for extra or additional work or services by the Consultant unless approved in advance in writing by District. The Consultant's fee shall include all of the Consultant's costs and expenses related to the Work.

   b. At the completion of each phase of the Work, the Consultant shall submit to the District an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the District shall pay the invoice within 30 days of its receipt.

3. **Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.

4. **Conflict of Interest.** Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) in the performance of the Work under this Agreement no person having any such interest shall perform any portion of the Work.

5. **Insurance.**

   a. **Types & Limits.** The Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	$2,000,000 per occurrence $4,000,000 aggregate
Automobile Liability	$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	$2,000,000 per claim
Excess Liability (over General Liability & Auto Liability)	$1,000,000 per occurrence & $1,000,000 aggregate

b. **Other Requirements.** The general liability policy(ies) shall be endorsed to name the District, its officers and employees as additional insureds regarding liability arising out of the Work.

c. **Proof of Insurance.** Upon request, the Consultant shall provide to the District proof of insurance.

6. **Indemnification.** The Consultant shall indemnify, defend, protect, and hold harmless the District, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of the Consultant's performance of the Work and caused by willful misconduct of or by the Consultant or its employees, agents and subcontractors.

7. **Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

8. **Independent Contractor.** The Consultant's relationship to the District is that of an independent contractor.

9. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, the Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of the District.

10. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.

11. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

12. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

13. **Default.** In the event that the Consultant defaults in the obligations of the Consultant under this Agreement, or the Consultant defaults in the performance of the terms and conditions of this Agreement, the District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a) enforce performance of the Agreement by the Consultant; or b) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by the Consultant through the date of the termination.

14. **Cancellation.** The District or the Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for

all Work performed by the Consultant through the date of the notification of cancellation.

15. **Attorney's Fees.** In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

16. **Notice.** Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail or by commercial delivery service, addressed as follows:

Public Agency:
San Leandro Unified School District
835 E. 14th Street, Suite 200
San Leandro, CA 94577

Consultant:
SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided below:

SCOPE OF WORK

This section outlines the levy administration services and other responsibilities SCI would perform as the Parcel Tax Administrator for San Leandro Unified School District.

DEFINITIONS

District:	San Leandro USD, staff and Trustees.
Parcel Tax:	Measure L Parcel Tax
SCI or Consultant:	SCI Consulting Group, and any and all employees and subcontractors
Administration:	Services related to the determination, levy and collection of Parcel tax revenues

TASK 1 – IDENTIFICATION OF DISTRICT PARCELS AND LEVY CALCULATION

1. Obtain and carefully review the resolution ordering the election and other election documents for the Parcel Tax to develop a thorough understanding of the tax requirements.
2. In the first quarter of the year, create a database with every parcel in the boundaries of the area covered by the Parcel Tax, including the parcel attributes necessary for calculating the taxes, and update it with new information for the upcoming year.
3. From County Assessor records, determine the taxable and nontaxable parcels in the District.
4. Identify parcels subject to exemption. Identify multiple assessor parcels owned by the same owner that may be joined to one underlying parcel that legally can be charged only once for the Parcel Tax.
5. On a parcel-by-parcel basis, calculate and verify the proposed specific tax amount for each parcel and prepare the preliminary tax roll to be used by the District as a basis for the annual budget.

TASK 2 – DOCUMENT PREPARATION

1. Prepare any needed resolutions and staff reports for the Parcel Tax.
2. Prepare and assist with the publication of any notices for the continuation of the Parcel Tax if needed.
3. Attend District Board meetings as needed, including those at which the resolution is approved.

TASK 3 – LEVY RECALCULATION, REVERIFICATION AND SUBMITTAL

1. After the close of each fiscal year on June 30, obtain the final lien-date Assessor Roll from the County and create an updated District database.
2. Identify new or changed parcels that may require an updated or new tax calculation and recalculate the final tax on a parcel-by-parcel basis.
3. Finalize the Tax Roll, other documents and supporting materials.

4. Prepare the final Tax Roll for the Parcel Tax and submit it to the County for inclusion on the upcoming fiscal year tax bills.

TASK 4 – DISTRICT INFORMATION AND LEVY CONFIRMATION

1. Verify and validate Auditor's levy data prior to the printing of tax bills.

TASK 5 – ANNUAL PARCEL TAX REPORT AND OTHER ACCOUNTABILITY REPORTING REQUIREMENTS

1. Prepare an annual Parcel Tax Report to ensure compliance with the Government Code, and file it with the District by January 1 after the close of the fiscal year.
2. Complete and file the annual Financial Transactions Report with the State Controller's Office within 7 months after the close of the fiscal year, in accordance with the Government Code.

TASK 6 – RESPONDING TO PUBLIC INQUIRIES AND APPEALS

1. Provide the County Auditor/Tax Collector with our toll-free phone number so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise.
2. Throughout the fiscal year, research and, if necessary, revise any taxes which we find to be based upon incorrect information being used to apply the Parcel Tax methodology. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are expected to be very minimal, if at all.)

TASK 7 – EXEMPTION ADMINISTRATION

1. Assist with the distribution of exemption application forms, and exemption notices regarding the exemption application process and requirements.
2. Receive, process, confirm, approve and store exemption applications and supporting documents. If the application form is incomplete, notify the applicant about the need for additional information.
3. Provide SCI's toll-free telephone number for use on press releases, information fliers, notices and applications to be used for any questions regarding the exemption application procedures and eligibility requirements.
4. Respond to telephone inquiries from applicants or prospective applicants. Collect names and addresses from property owners wishing to receive exemption applications and provide them with application forms either by email or mail.

Annually verify and re-qualify previously qualified senior citizen exemptions through the use of our specialized procedures for identifying previously qualified senior citizens who still reside at the same location and continue to qualify for the exemption.

FEE SCHEDULE

SCI shall be compensated for the performance of the Scope of Work as follows:

1. For Fiscal Year 2016-17, compensation for performance of **Tasks 1 thru 6** shall be $5,700 payable as follows:
   a. A fixed fee in the amount of $5,700 shall be due as follows:
      i. On August 15, 2016, the amount of $4,350 shall be due.
      ii. On January 15, 2017, the amount of $1,350 shall be due.
   b. For administrating exemptions as described in **Task 7**, a fixed fee in the amount of $1,800 shall be due on August 15, 2016.
2. For Fiscal Year 2017-18, compensation for performance of **Tasks 1 thru 6** shall be $5,750 payable as follows:
   a. A fixed fee in the amount of $5,700 shall be due as follows:
      i. On August 15, 2017, the amount of $4,375 shall be due.
      ii. On January 15, 2018, the amount of $1,375 shall be due.
   b. For administrating exemptions as described in **Task 7**, a fixed fee in the amount of $1,850 shall be due on August 15, 2017.
3. The Scope of Work includes one meeting with the District. Any additional meetings shall be billed at the rate of $550 per person per meeting.
4. In the event that the District elects to request optional, additive scope of work, SCI will work with the District to negotiate compensation for these additional tasks, and execute an Addendum to the agreement of these additional services.
5. If the District desires to extend the term of this agreement, the fee amount for each additional year will be the amount of the last fiscal year shown above, increased annually by 3%.
6. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the Scope of Work shall be reimbursed at actual cost by the District with total cost not to exceed $800 per year, without prior authorization from the District.

Note: All costs associated with this proposal can be financed or refunded by tax proceeds.

The Fee Schedule shown above is valid as long as this agreement is executed within 90 days from the date this agreement was submitted to the District.

SIGNATURE PAGE

By signing below, we agree to the terms of this Levy Administration Services Agreement.

Accepted:	**Accepted:**
Mike McLaughlin, Ed.D. Superintendent San Leandro Unified School District	John W. Bliss Vice President SCI Consulting Group
Date	January 29, 2016 Date