CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made on December 11, 2018, between the **San Leandro Unified School District**, a public agency, ("District") and **SCI Consulting Group** ("Consultant" or "SCI"), a California Corporation, who agree as follows:

1. **Scope of Work.** Consultant shall perform the work and render the services described in the attached Exhibit A and incorporated herein (the "Work"). 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 Consultant a fee for completed phases of Work as described in Exhibit B. The total fee for the Work shall not exceed amounts set forth in Exhibit B. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by District. Consultant's fee shall include all of Consultant's costs and expenses related to the Work.

   b. At the completion of each phase of Work, Consultant shall submit to District an invoice for the Work performed during the preceding month. If the Work is satisfactorily completed and the invoice is accurately computed, 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. 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	$1,000,000 per claim

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

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

6. **Indemnification.** Consultant shall indemnify, defend, protect, and hold harmless 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 Consultant's performance of the Work and caused by any negligent act or omission, willful misconduct of or by 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.** Consultant's relationship to 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, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of 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 Consultant defaults in the obligations of Consultant under this Agreement, or Consultant defaults in the performance of the terms and conditions of this Agreement, 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 Consultant; or b.) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by Consultant through the date of the termination.

14. **Cancellation.** District or 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 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 addressed as follows:

Public Agency:	**Consultant:**
Kevin Collins	John Bliss
Assistant Superintendent, Business & Operations	President
San Leandro Unified School District	SCI Consulting Group
835 E. 14th Street, Suite 200	4745 Mangels Boulevard
San Leandro, CA 94577	Fairfield, CA 94534

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

Accepted:	**Accepted:**
Kevin Collins, Asst. Superintendent, Business & Operations San Leandro Unified School District	John Bliss President SCI Consulting Group
Date	November 27, 2018 Date

Attachments

Exhibit A - Scope of Service

Exhibit B - Fee Schedule / Manner of Payment

EXHIBIT A – SCOPE OF WORK

This section outlines the services and other responsibilities SCI would perform throughout the fiscal years as the parcel tax levy administrator for the San Leandro Unified School District Measure I Parcel Tax for November 2018.

DEFINITIONS

District:	The San Leandro Unified School District, its staff and Board of Education.
Board:	The San Leandro Unified School District Board of Education.
Parcel Tax:	San Leandro Unified School District Measure I Parcel Tax for November 2018
SCI:	SCI Consulting Group and any and all employees.
Administration:	Services related to the determination, levy and collection of parcel tax revenues and management of exemptions.

REVIEW AND RECONCILIATION OF BOUNDARIES AND PARCELS

1. Discuss with District staff, District Board, legal counsel and other individuals as needed to establish timeline, review parcel tax data, and accomplish other tasks related to administration of the parcel tax.
2. Obtain and carefully review the resolution ordering the election and other election documents for the parcel tax to develop a complete understanding of the legal requirements.
3. Obtain current assessor data from the County Assessor and other sources for all parcels within District boundaries.
4. Obtain copies of Assessor Parcel Maps as required.
5. Perform a parcel audit and GIS analysis to confirm that all parcels that should be included in the District boundaries have been properly identified by the County Treasurer and Tax Collector's office.
6. From County Assessor records, determine the taxable and nontaxable parcels in the District.
7. Research changes in property data, property usage, property valuations and parcel tax changes from the previous year for all parcels.
8. As necessary, utilize other real property data information services to obtain additional property information, and to verify and confirm parcel tax.
9. Field check those properties that are flagged for research and for which additional information is needed.
10. Using the established tax methodology for each, calculate the parcel tax amounts for each taxable parcel.
11. Run custom-developed queries on the parcel tax roll to verify and check parcel tax accuracy for all parcels.
12. After the first fiscal year, compare the parcel tax amounts calculated for each parcel with the parcel tax roll for the previous fiscal year and re-verify the parcel tax for all parcels for which the parcel tax amount has changed.

13. After the first fiscal year, prepare reports of parcels with land use classification changes from the previous fiscal year to the current fiscal year, and verify the parcel tax for such parcels.
14. After the first fiscal year, prepare reports of new and deleted parcels from the previous fiscal year to the current fiscal year, and verify the parcel tax for new parcels.
15. Prepare the parcel tax roll listing parcel number, owner name, site address and parcel tax levy for each assessor parcel within the District. Print the parcel tax roll sorted by assessor parcel number and owner's name.

LEVY ADMINISTRATION SERVICES AND PARCEL TAX REPORTING

1. After the close of each fiscal year on June 30, obtain the final lien-date Assessor and Tax Roll for the County.
2. Create new and final parcel tax rolls using final County lien roll data.
3. Recheck and reconfirm all property characteristics that may affect the parcel tax amounts for each parcel.
4. Recalculate the levies for all parcels based on the final lien-date roll for the fiscal year.
5. Meet the County Treasurer and Tax Collector's tax roll submission requirements and perform all tasks needed to submit the parcel tax levies.
6. File approved parcel tax rolls with the County Tax Collector-Treasurer for inclusion of the parcel tax on current fiscal year tax bills.
7. Receive exceptions list, if any, from the County Treasurer and Tax Collector; make appropriate revisions and resubmit to the County Treasurer and Tax Collector's office.
8. Verify and validate County Treasurer and Tax Collector's levy data prior to the printing of County property tax bills.
9. Obtain current fiscal year parcel tax expenditures from the District and incorporate within the parcel tax reports.
10. Prepare a parcel tax report for the parcel tax and the uses of the tax.
11. Review the draft parcel tax reports with the District and legal counsel, if necessary. Finalize the parcel tax report, incorporating District comments and suggestions, as appropriate.
12. File the final parcel tax report with the District.
13. Submit ten copies of each final Tax Report and one bound copy and one electronic "pdf" copy that includes the parcel tax roll to the District.

RESPONDING TO PUBLIC INQUIRIES AND APPEALS

1. Provide the County Treasurer and Tax Collector with a summary and overview of the District's parcel tax for Tax Collector staff and Tax Collector public response staff availability if necessary.
2. Directly and promptly respond to any property owner, District staff or other agency inquiries on our toll-free special levy assistance phone lines reached by the number: (800) 273-5167.
3. Throughout the fiscal year, research and, if necessary, revise any parcel tax which property owners consider to be based upon incorrect information being used to apply the method of tax.

4. If any property owners appeal the parcel tax for their property, SCI shall investigate the parcel tax amount and basis for appeal and shall make a recommendation and finding for the District. In the event that the District finds that the parcel tax should be adjusted or refunded, SCI will work with the County Treasurer / Tax Collector and District to adjust or refund the parcel tax as appropriate.
5. Provide the County Tax Collector-Treasurer with our toll-free 800 phone line so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise, a review of specific levies, description of procedures and any other issues.

EXEMPTION ADMINISTRATION

1. Receive approved senior exemption applications and supporting documents either directly from applicants or from the District.
2. Confirm that all required information has been submitted. If the application form is incomplete, notify the property owner about the need for additional information.
3. Confirm that the applicant is an owner of the property and confirm the eligibility of applicants for an exemption.
4. Store and maintain the qualifying and non-qualifying applications.
5. Enter qualifying exemptions into a database tied to the parcel tax rolls.
6. Revise the parcel tax to $0 for qualifying exemptions.
7. Prepare a report of qualifying senior citizen exemptions and incorporate into the parcel tax report.
8. After the first year, verify and re-qualify previously qualified exemptions through the confirmation of continued ownership of the property.

POST–ELECTION NOTIFICATION POSTCARDS

Design, print and mail the post–election notification postcards (estimated to be approximately 2,000 postcards) to out-of-district property owners as required by Government Code 54930.

SENIOR EXEMPTION RENEWAL MAILING

1. In close conjunction with the District, prepare a mailing to include a cover letter, senior citizen exemption renewal form.
2. Identify all previous exempt senior-owned properties.
3. Print, address and mail the renewal form, cover letter and return envelope without postage to all approximately 600 previous senior-owned exempt properties.

EXHIBIT B – FEE SCHEDULE / MANNER OF PAYMENT

In consideration for the work accomplished, as outlined in this proposal, SCI shall be compensated as detailed below.

1. Compensation for the Scope of Work for **Fiscal Year 2019-20** shall be a fixed fee in the amount of $8,500 and shall be due as follows:

    a. On August 15, 2019, the amount of $5,500 shall be due.
    b. On January 15, 2020, the amount of $3,000 shall be due.

    Post-election Notification Postcards, a one-time fee of $7,500 shall be due upon mailing of the Postcards.

    Senior Exemption Renewal Mailing, a one-time fee of $2,000 shall be due upon mailing.

2. Compensation for the Scope of Work for **Fiscal Year 2020-21** shall be a fixed fee in the amount of $8,750 and shall be due as follows:

    a. On August 15, 2020, the amount of $5,750 shall be due.
    b. On January 15, 2021, the amount of $3,000 shall be due.

3. Compensation for the Scope of Work for F**iscal Year 2021-22** shall be a fixed fee in the amount of $9,000 and shall be due as follows:

    a. On August 15, 2021, the amount of $6,000 shall be due.
    b. On January 15, 2022, the amount of $3,000 shall be due.

4. Compensation for the Scope of Work for F**iscal Year 2022-23** shall be a fixed fee in the amount of $9,300 and shall be due as follows:

    a. On August 15, 2022, the amount of $6,300 shall be due.
    b. On January 15, 2023, the amount of $3,000 shall be due.

5. Compensation for the Scope of Work for F**iscal Years 2023-24** shall be a fixed fee in the amount of $9,600 and shall be due as follows

    a. On August 15, 2023, the amount of $6,600 shall be due.
    b. On January 15, 2024, the amount of $3,000 shall be due.

6. 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%.

7. Incidental expenses such as property data, travel/mileage, published exemption notices, handled by SCI and other out-of-pocket costs, shall be billed as incurred, with a total amount not to exceed $1,000 per fiscal year without prior authorization from the District.