Amendment 1 to Agreement between
Public Economics, Inc. and
San Leandro Unified School District
Consulting Services Regarding
Former Redevelopment Agencies

Amendment 1 and Scope of Work

Pursuant to Exhibit A to the Agreement, the Scope of Work includes separate tasks for Phases 1 and 2, Phases 3 and 4, and Other Tasks. Phase 1/2 tasks have been completed, including among other things:

- Preparation by Consultant of AB 1290 compliance resolution adopted by Board of Education on May 22, 2019, whereby District may use 56.7% facilities shares of four AB Pass-Through entitlements for educational facilities, including OOMA and RRMA, located anywhere within District
- Identification by Consultant of six individual pass-through entitlements for former County, Oakland, and San Leandro RDAs, and specification of all relevant pass-through parameters, including determining future duration of 17 to 19 future years under RDA Dissolution Law

Need for Phase 3/4 and Other Tasks

Phase 3/4 tasks are important because they involve the following for *each* of six District Pass-Through entitlements:

- Rigorously estimate values of Pass-Through amounts owed to District since RDA dissolution in FY 2011-12
- Compile and evaluate Pass-Throughs received by District from County A-C
- Ensure accuracy of Pass-Through calculations by County A-C and work with County A-C staff to correct Pass-Through calculations and collect any prior year Pass-Through underpayments
- Rigorously project future values of Pass-Throughs owed to District from FY 2019-20 through FY 2038-39, including amounts for OOMA, RRMA, and other facilities needs of District, using alternative assumptions regarding future AV growth rates and Pass-Through implementation methods by County A-C
- Determine status of 2009 Financing Agreement between District and former San Leandro RDA and negotiate with San Leandro SA as needed to ensure full compliance with agreement

Other Tasks are also important as needed to (i) evaluate and respond to Successor Agency requests for compensation agreements for real property and Pass-Through subordination to bonds; (ii) ensure compliance with functional and geographic usage restrictions on Pass-Throughs; (iii) provide information regarding implementation and interpretation of RDA Dissolution Law, new or proposed RDA-related legislation, etc.

Amendment 1 and Additional Budget

Pursuant to Exhibit B to the Agreement, the combined Budget for Tasks 1/2 was $8,500, with Budget for Phase 3/4 tasks and Other Tasks "to be provided upon completion of Phases 1/2." Amendment 1 provides a Budget of:

- $22,500 for Phases 3 and 4 (Tasks 5-11)
- $ 2,500 for Other Tasks
  $25,000 Total Additional Budget

Other Terms of Agreement

All other terms of the Agreement remain the same, including the following terms previously noted in Exhibit B:

If the remaining Scope of Work can be completed for less than a Total Additional Budget of $25,000, District will be charged only for services actually provided. However, Total Additional Budget ultimately constitutes an *allowance* that may or may not be sufficient to complete all tasks shown in Exhibit A (particularly Task 10 in Phase 4), depending in part on responses of and/or actions by the County A-C, Successor Agencies, or other parties, which actions are beyond PEI's control.

In addition, the entire cost of services rendered under the remaining Scope of Work may be paid from the facilities portion of Pass-Throughs (i.e., without imposing any burden on District's General Fund), or with the approval of bond counsel, from the proceeds of lease-purchase financings secured by such payments.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be executed:

Dated: December 20, 2019

Public Economics, Inc.
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Orange, California 92866-1470
714-647-6242
www.pub-econ.com
By:



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Dante Gumucio, CEO

Dated:_____

San Leandro Unified School District
By:

_____

Its:_____