

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made on **October 20, 2014**, between the **Alameda 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	\$2,000,000 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 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:

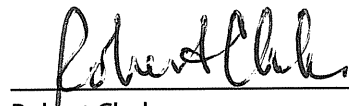
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

Consultant:

SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

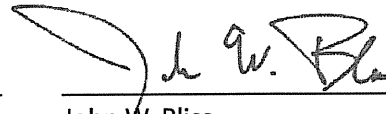
Any party may change its address by notifying the other party of the change in the manner provided above

Accepted:



Robert Clark
Chief Business Officer
Alameda Unified School District

Accepted:



John W. Bliss
Vice President
SCI Consulting Group


Date

October 20, 2014
Date

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule / Manner of Payment

EXHIBIT A – SCOPE OF WORK

This Exhibit A provides a detailed, bulleted outline of the scope of services and other responsibilities SCI would perform as consultant for the District.

1. Receive petition applications and supporting documents either directly from applicants or from the District.
2. Confirm that the petition applicant was (is) an owner of the property and confirm the eligibility for a refund.
3. Provide a toll-free 800 public phone number to field petition-related inquiries from tax payers and others.
4. Confirm that all required information has been submitted. If the petition application is incomplete, notify the property owner about the need for additional information.
5. Each petition application will be reviewed, and a recommendation made to Alameda USD as to whether an application should be approved.
 - a. SCI shall communicate the decision to the petition applicant.
 - b. In consultation with, and subject to the approval of Alameda USD, SCI shall develop letters to the petition applicant(s) indicating the petition application decision and its basis.
 - c. SCI shall provide a report of all closed petition applications to Alameda USD.
6. If a petition application is approved, SCI shall coordinate with Alameda USD for issuance of a refund.
7. SCI shall regularly update Alameda USD on the application process through meetings and reports.

EXHIBIT B – FEE SCHEDULE / MANNER OF PAYMENT

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

1. The total compensation for the Scope of Work shall be \$38,000, payable as follows:
 - a. A progress fee of \$18,000 shall be due on December 1, 2014.
 - b. A progress fee of \$12,000 shall be due on March 1, 2015.
 - c. The final payment of \$8,000 shall be due on June 1, 2015.
2. Payments shall be due and payable upon submission of an invoice.
3. Incidental costs incurred by SCI for the purchase of delinquency reports, 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 \$2,500 per year, without prior authorization from the District.