

## AMENDMENT TO CONTRACT

# 3

The County of San Benito (“COUNTY”) and SCI Consulting Group (“CONTRACTOR”) enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

### 1. Existing Contract.

#### a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated June 27, 2017.

#### b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: June 26, 2018 and June 3, 2020.

#### c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the “original contract”) are attached to this amendment as Exhibit 1 and made a part of this amended contract.

### 2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

#### a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2021, to a new expiration date of June 30, 2023.

#### b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

**Modified Scope of Services:**  
(Insert modified or new services.)

Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1), is hereby further amended to replace the phrase “...Community Facilities District No. 2015-01 (Santana Ranch)...” with the phrase “...Community Facilities District Nos. 2015-01 (Santana Ranch) and 2018-01 (Residential Services)...” In addition, the following tasks are added to the end of Attachment A:

IDENTIFICATION OF DISTRICT PARCELS AND LEVY

#### CALCULATION:

1. CONTRACTOR will obtain and carefully review the resolution ordering the election and other election documents for CFDs 2015-01 and 2018-01, in order to develop a thorough understanding of the tax requirements.
2. In the first quarter of the year, CONTRACTOR will create a database with every parcel in the boundaries of the areas covered by the CFDs, including the parcel attributes necessary for calculating the taxes, and update it with new information for the upcoming year.
3. From the COUNTY Assessor's records, CONTRACTOR will determine the taxable and nontaxable parcels in the Districts.
4. On a parcel-by-parcel basis, CONTRACTOR will calculate and verify the proposed specific tax amount for each parcel and prepare the preliminary tax roll to be used by the COUNTY as a basis for the annual budget.

#### DOCUMENT PREPARATION:

1. CONTRACTOR will prepare any needed resolutions and staff reports for the CFDs.
2. CONTRACTOR will prepare and assist with the publication of any notices for the continuation of the CFDs, if needed.
3. CONTRACTOR will attend Board of Supervisor meetings as needed, including those at which a resolution is approved.

#### LEVY RECALCULATION, RE-VERIFICATION AND SUBMITTAL:

1. After the close of each fiscal year on June 30, CONTRACTOR will obtain the final lien-date Assessor Roll from the COUNTY and create an updated database for each District.
2. CONTRACTOR will 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. CONTRACTOR will finalize the Tax Roll, other documents and supporting materials.
4. CONTRACTOR will prepare the final Tax Roll for the CFDs and submit it to the COUNTY for inclusion on the upcoming fiscal year tax bills.

#### DISTRICT INFORMATION AND LEVY CONFIRMATION:

1. CONTRACTOR will verify the COUNTY'S levy data prior to printing of tax bills.

#### ANNUAL CFD TAX REPORTS AND OTHER ACCOUNTABILITY REPORTING REQUIREMENTS:

1. CONTRACTOR will prepare Annual CFD Tax Reports to ensure compliance with Government Code Section 50075 et

seq, and file it with the Districts by January 1 after the close of the fiscal year.

- a. If so requested pursuant to Government Code Section 53343.1, CONTRACTOR will prepare the Annual Reports within 120 days after the last day of each fiscal year. These reports will be prepared in lieu of the report otherwise required by Government Code Section 50075.3. The COUNTY will inform CONTRACTOR of any such request in a timely manner.
2. CONTRACTOR will complete the parcel tax reporting forms, as required per Government Code section 12463.2, and forward the completed forms to the Districts to be filed with the Districts' annual Financial Transactions Reports to the State Controller's Office within 7 months after the close of the fiscal year.

**RESPONDING TO PUBLIC INQUIRIES AND APPEALS:**

1. CONTRACTOR will provide the COUNTY'S Auditor, Assessor, and Tax Collector with its toll-free phone number so property owners can directly contact CONTRACTOR throughout the fiscal year regarding any questions that arise.
2. Throughout the fiscal year, CONTRACTOR will research and, if necessary, assist the COUNTY in revising any taxes which it finds to be based upon incorrect information being used to apply the CFD Tax methodology.

All other provisions of Attachment A to the original contract, as previously amended (Exhibit 1), shall remain the same.

- The services specified in the original contract are deleted in their entirety and replaced with the following services:

**New Scope of Services:**

(Insert new services.)

**c. Payment Terms. (Check one.)**

- The payment terms in the original contract (Exhibit 1) are not modified.
- The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
- The payment terms are modified only as specified below:

**Modified Payment Terms:**

(Insert modified or new payment terms.)

Attachment B (Payment Terms) to the original contract, as previously amended (Exhibit 1), is hereby further amended to increase the

compensation by an additional amount not to exceed \$44,100.00 for continuation of services, as follows:

Original Contract:	\$ 9,500.00
1 <sup>st</sup> Amendment:	\$ 19,750.00
2 <sup>nd</sup> Amendment:	\$ 22,050.00
3 <sup>rd</sup> Amendment:	<u>\$ 44,100.00</u>
Total:	\$ 95,400.00

Paragraph B-3 of Attachment B (Payment Terms), as previously amended, is hereby further amended to read as follows:

### **B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$\_\_\_\_\_, or  
 a total sum not to exceed \$ 95,400.00,

for services rendered pursuant to the terms and conditions of the original contract, as previously amended (Exhibit 1), and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

Paragraph B-4 of Attachment B (Payment Terms), as previously amended, is hereby further amended to read as follows:

### **B-4. SPECIAL COMPENSATION TERMS: (check one)**

- There are no additional terms of compensation.  
 The following specific terms of compensation shall apply:  
(Specify)

1. COUNTY shall make the following annual payments in two increments, as follows:

Fiscal Year	CFD 2015-1	CFD 2018-1	Total
2020-21	\$9,600.00	\$7,500.00	\$17,100.00
2021-22	\$9,600.00	\$7,500.00	\$17,100.00
2022-23	\$9,600.00	\$7,500.00	\$17,100.00

- a. The sum of \$10,000.00 shall be due upon CONTRACTOR'S submittal of the tax levies to the COUNTY for the fiscal year.  
b. The remainder shall be due on January 31 of the fiscal year.
2. The scope of work includes up to one (1) in-person meeting with the COUNTY. Compensation for additional in-person meetings requested by the COUNTY will be billed at \$550.00 per meeting, for each person whose in-person attendance is requested by the COUNTY.

3. In the event that the COUNTY requests optional, additive services, CONTRACTOR will work with the COUNTY to negotiate compensation for the additional services, and execute an Amendment to the agreement for the additional services.
4. The COUNTY shall pay CONTRACTOR for customary incidental costs, including the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the services described in Attachment A to this contract, as amended, at CONTRACTOR'S actual cost, with the total cost not to exceed \$1,000.00 per year without prior authorization from the COUNTY. Mileage will be paid at the rate adopted by the IRS and in effect at the time of travel. Publication costs for legal notices of public hearings will be billed separately as incurred.

All other provisions of Attachment B to the original contract, as previously amended (Exhibit 1), shall remain the same.

- The payment terms are deleted in their entirety and replaced with the following payment terms:

**New Payment Terms:**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.
- Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
- The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ \_\_\_\_\_, or
  - a total sum not to exceed \_\_\_\_\_,
- for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

**B-4. SPECIAL COMPENSATION TERMS:** (Check one.)

- There are no additional terms of compensation.  
 The following specific terms of compensation shall apply:

**d. Other Terms.** (Check one.)

- There are no other terms of the original contract that are modified.  
 Other terms of the original contract are modified only as specified below:

**Other Modified or New Terms:**

(Insert other modified or new terms.)

**3. Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

**CONTRACTOR:**

SCI Consulting Group

By: John W. Bliss, President

June 10, 2020

Date

**COUNTY:**

San Benito County Board of Supervisors

By: Jaime De La Cruz, Chair

Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

By: Shirley L. Murphy, Deputy County Counsel

June 10, 2020  
Date

**EXHIBIT 1**  
**TO AMENDMENT # 3**

**ORIGINAL**  
**CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

## AMENDMENT TO CONTRACT

# 2

The County of San Benito ("COUNTY") and SCI Consulting Group ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

### 1. Existing Contract.

#### a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated June 27, 2017.

#### b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: June 26, 2018

#### c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

### 2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

#### a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2020, to a new expiration date of June 30, 2021.

#### b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

#### **Modified Scope of Services:**

(Insert modified or new services.)

Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1), is hereby further amended to replace the phrase "...through fiscal year 2019-2020" with the phrase "...through fiscal year 2020-2021" and to replace the phrase "...this contract is for a three year period" with the phrase "...this contract is for a four-year period."

All other provisions of Attachment A to the original contract, as previously amended (Exhibit 1), shall remain the same.

- ] The services specified in the original contract are deleted in their entirety and replaced with the following services:

**New Scope of Services:**  
(Insert new services.)

**c. Payment Terms.** (Check one.)

- ] The payment terms in the original contract (Exhibit 1) are not modified.  
 ] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

- ] The payment terms are modified only as specified below:

**Modified Payment Terms:**  
(Insert modified or new payment terms.)

Attachment B (Payment Terms) to the original contract, as previously amended (Exhibit 1), is hereby further amended to increase the compensation by an additional amount not to exceed \$22,050.00 for continuation of services, as follows:

Original Contract:	\$ 9,500.00
1 <sup>st</sup> Amendment:	\$ 19,750.00
2 <sup>nd</sup> Amendment:	<u>\$ 22,050.00</u>
Total:	\$ 51,300.00

Paragraph B-3 of Attachment B (Payment Terms), as previously amended, is hereby further amended to read as follows:

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

- ] a total lump sum payment of \$\_\_\_\_\_, or  
 ] a total sum not to exceed \$51,300.00,  
for services rendered pursuant to the terms and conditions of the original contract, as previously amended (Exhibit 1), and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

All other provisions of Attachment B to the original contract, as previously amended (Exhibit 1), shall remain the same.

- The payment terms are deleted in their entirety and replaced with the following payment terms:

**New Payment Terms:**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.  
 Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.  
 The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$\_\_\_\_\_, or  
 a total sum not to exceed\_\_\_\_\_,  
for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

**B-4. SPECIAL COMPENSATION TERMS: (Check one.)**

- There are no additional terms of compensation.  
 The following specific terms of compensation shall apply:

**d. Other Terms. (Check one.)**

- There are no other terms of the original contract that are modified.  
 Other terms of the original contract are modified only as specified below:

**Other Modified or New Terms:**  
(Insert other modified or new terms.)

**3. Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

**CONTRACTOR:**

SCI Consulting Group

John W. Bliss  
By: ~~Angela Pagalounis, Controller~~ John W. Bliss, President

May 29, 2020  
Date

**COUNTY:**

San Benito County Board of Supervisors

Jaime De La Crus  
By: Jaime De La Crus, Chair

6-2-20  
Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

Shirley L. Murphy  
By: Shirley L. Murphy, Deputy County Counsel

May 29, 2020  
Date

**EXHIBIT 1**  
**TO AMENDMENT # 2**

**ORIGINAL**  
**CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

# AMENDMENT TO CONTRACT

# 1

The County of San Benito ("COUNTY") and SCI Consulting Group ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

## 1. Existing Contract.

### a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated June 27, 2017.

### b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: \_\_\_\_\_

### c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

## 2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

### a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2018, to a new expiration date of June 30, 2020.

### b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

### Modified or New Scope of Services:

(Insert modified or new services.)

Attachment A (Scope of Services) to the original contract (Exhibit 1) is modified to replace the phrase "...Fiscal Year 2017-2018" with the phrase "...through fiscal year 2019-2020" and to replace the phrase "...this contract is for a one year period, not a 3 year period as set forth in the proposal" with the phrase "...this contract is for a three- year period."

**All other provisions of Attachment A to the original contract (Exhibit 1) shall remain the same.**

- The services specified in the original contract are deleted in their entirety and replaced with the following services:

**New Scope of Services:**  
(Insert new services.)

**c. Payment Terms. (Check one.)**

- The payment terms in the original contract (Exhibit 1) are not modified.  
 The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)  
 The payment terms are modified only as specified below:

**Modified or New Payment Terms:**  
(Insert modified or new payment terms.)

Paragraph B-3 (Compensation) of Attachment B (Payment Schedule) to the original contract (Exhibit 1) is modified to add additional compensation in the amount of \$19,750.00 for services rendered pursuant to this amendment for a total contract value not to exceed \$29,250.00. Paragraph B-3 is hereby amended to read as follows:

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ \_\_\_\_\_, or  
 a total sum not to exceed \$29,250.00,  
comprising the original contract amount  
(\$9,500.00), and Amendment #1 (\$19,750.00),

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment #1, and pursuant to any special compensation terms specified in Attachment B to the original contract (Exhibit 1).

**All other provisions of Attachment B to the original contract (Exhibit 1) shall remain the same.**

- The payment terms are deleted in their entirety and replaced with the following payment terms:

**New Payment Terms:**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.  
 Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.  
 The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$\_\_\_\_\_, or  
 a total sum not to exceed \$\_\_\_\_\_.

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

**B-4. SPECIAL COMPENSATION TERMS: (Check one.)**

- There are no additional terms of compensation.  
 The following specific terms of compensation shall apply:  
(Specify)

**d. Other Terms. (Check one.)**

- There are no other terms of the original contract that are modified.  
 Other terms of the original contract are modified only as specified below:

**Other Modified or New Terms:**  
(Insert other modified or new terms.)

**3. Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

**CONTRACTOR**

Name/Title: ~~Blair E. Aas / Director~~

*Angela Pagtalonia*  
*Controller*

*6/13/18*

*6/13/18* Date

**COUNTY**

San Benito County Board of Supervisors

*Angela Pagtalonia*

*Anthony Botelho* *Chair*

Anthony Botelho, Chair

*6/26/18*

Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

*Shirley L. Murphy*

By: Shirley L. Murphy, Deputy County Counsel

*June 20, 2018*

Date

**EXHIBIT 1  
TO AMENDMENT # 1**

**ORIGINAL  
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

## CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and SCI Consulting Group (SCI) ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on June 27, 2017, and end on June 30, 2018, unless sooner terminated as specified herein.

**2. Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

**3. Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

**4. General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

**5. Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: 1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

**6. Termination.**

The number of days of advance written notice required for termination of this contract is 30 days.

**7. Specific Terms and Conditions (check one)**

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract. To the extent that Attachment "D" conflicts with any other provision in this contract, Attachment "D" shall prevail.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Barbara Thompson

Title: Assistant County Counsel

Address: 481 Fourth St., 2<sup>nd</sup> Floor

Hollister, California 95023

Telephone No.: 831-636-4040

Fax No.: 831-636-4044

Email: BThompson@cosb.us

Contract Administrator for CONTRACTOR:

Name: Blair E. Aas

Title: Director of Planning Services

Address: 4745 Mangels Boulevard

Fairfield, California 94534

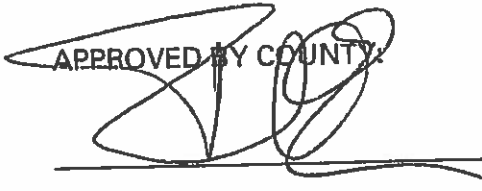
Telephone No.: 707-430-4300 x113

Fax No.: 707-430-4319

Email: blair.aas@sci-cg.com

**SIGNATURES**

APPROVED BY COUNTY:

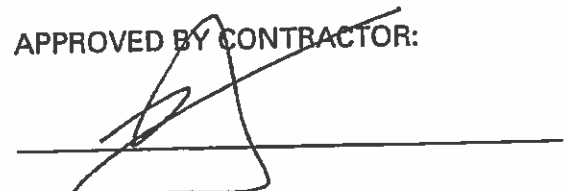


Name: Ray Espinosa

County Administrative Officer

Date: 7/13/17

APPROVED BY CONTRACTOR:



Name: Blair E. Aas

Title: Director of Planning Services

Tax I.D

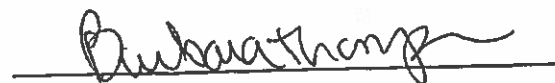
94-2984547

Date: 7-26-17

*Angela Pastaloria  
Angela Pastaloria  
Controller*

**APPROVED AS TO LEGAL FORM:**

Matthew W. Granger, San Benito County Counsel



By: Barbara Thompson, Assistant County Counsel

Date: 7/5/17

**ATTACHMENT A**  
**Scope of Services**

Provide Professional Special Tax Consulting and Annual CFD Levy Administration Services to the County including the tasks required for year-round administration of the County's Community Facilities District No. 2015-01 (Santana Ranch) ("CFD") for Fiscal Year 2017-2018. Such tasks include Data Collection, Determination of the Special Tax Requirement and Maximum and Annual Special Tax Rates, Determination of Preliminary Special Tax Levies, Determination of Final Special Levies, Quality Assurance and Quality Control, Levy Submittal and Confirmation, Annual Report, Inquiries and Information Requests, and the Attendance of One (1) In-Person Meeting with the County per the County's request. Said tasks are outlined in detail in the proposal set forth by SCI as specified in Attachment D under "SCOPE OF WORK", with the specific notation that this contract is for a one year period, not a 3 year period as set forth in the proposal.

**END OF ATTACHMENT A.**

**ATTACHMENT B  
Payment Schedule**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ \_\_\_\_\_, or
- a total sum not to exceed \$ 9,500.

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**B-4. SPECIAL COMPENSATION TERMS: (check one)**

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

Payments shall be made in two, 50% increments of the total payment as follows:

50% of the annual fees (\$4,500.00) shall be due upon the filing of the CFD special tax levies with the County Tax Collector.

The remaining 50% (\$4,500.00) shall be due on January 15, 2018.

The scope of work includes up to one (1) in-person meeting. Compensation for additional meetings and out-of-scope services shall be billed at the hourly billing rate of \$165 per hour, but shall not be authorized without prior written approval of the County. Travel time shall be billed at 50% of the hourly bill rate.

Customary incidental expenses including property data, travel and other out-of-pocket costs, shall be billed as incurred, with a total amount not to exceed \$500 per fiscal year without prior authorization from the County.

**END OF ATTACHMENT B.**

## ATTACHMENT C General Terms and Conditions

### C-1 INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

### C-2 GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

### C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### **C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **C-5. RECORDS TO BE MAINTAINED.**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### **C-6. RETENTION OF RECORDS.**

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

**C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

**C-8. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

**C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

**C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

**C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

**C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

**C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

**C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

**C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

**C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

**C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

**C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

**C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

**C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**

**ATTACHMENT D**  
**SCI Consulting Group Proposal**  
**June 23, 2017**

Friday, June 23, 2017

Submitted via e-mail

bthompson@cosb.us

Barbara Thompson, Assistant County Administrative Officer

County of San Benito

481 4th Street, 2nd Floor

Hollister, CA 95023

**Re: Proposal for Special Tax Consulting and Levy Administration Services for the CFD No. 2015-01 (Santana Ranch) Special Tax**

Dear Barbara:

**SCI Consulting Group** ("SCI") is pleased to submit, for your review, this brief proposal to provide professional special tax consulting and levy administration services to the County of Benito ("County"). The scope of services within this proposal includes the tasks required for year-round administration of the County's Community Facilities District No. 2015-01 (Santana Ranch) ("CFD") for FY 2017-18 through FY 2019-20.

We clearly understand that these special levies provide vital funding to the County and that the County is seeking to retain the services of a professional levy administration firm to ensure accurate, legally compliant and successful collection of these important revenues. The annual continuance of these special tax levies is not automatic. It involves important technical, procedural elements and legal requirements each fiscal year – including determination of the annual special tax requirement and special tax rates, and the preparation of the Annual Report. Our commitment is to provide these comprehensive services and in a way that minimizes the time and resources of the County.

Established in 1985, **SCI Consulting Group** is a recognized public finance consulting firm with leading expertise in assisting California public agencies with local funding of public services and improvements. We also possess industry leading expertise with the important legal and procedural requirements for the formation of Community Facilities Districts, Benefit Assessment Districts, and other local financing mechanisms. SCI has formed and annually administers over 950 special taxes, assessments, fees and charges for over 150 public agencies throughout the State. This expertise and experience will ensure that your goals and objectives are met successfully, collaboratively, on schedule, and on budget.

#### **SCOPE OF WORK**

Based upon our understanding of the County's requested services, we propose the following scope of work:

**Data Collection.** SCI will gather and review data pertinent to the administration of the CFD. Data will be obtained from various sources such as assessor's parcel maps, building permits and County Assessor lien roll information as determined to be necessary based on the requirements of the Rate and Method of Apportionment of the Special Tax ("RMA"). SCI will maintain and periodically update a database of all parcels within the CFD and relevant parcel information.

**Determination of the Special Tax Requirement and Maximum and Annual Special Tax Rates.** SCI will work closely with County staff to establish an annual expenditure budget for the services funded by the CFD. All incidental costs associated with the administration of the CFD will be recovered. SCI will then determine the maximum special tax rate and annual special tax rates for the upcoming fiscal year. Additionally, SCI shall assist the County with the preparation of the ordinance, annual resolution, and associated agenda report establishing and ordering the levy of the special taxes for the upcoming fiscal year.

**Determination of Preliminary Special Tax Levies.** Twice a year, SCI shall recalculate and confirm the special tax levies on a parcel-by-parcel basis for all subject properties. This additional step, while more time consuming than simply relying on County Assessor property characteristics and previous levy amounts, has consistently proven to result in more accurate levies and higher overall special levy revenues.

Beginning each March, SCI will determine the taxable and nontaxable parcels in the CFD, and 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 County as a basis for the determination of the annual special tax rates.

SCI will determine preliminary levies based on the most current Assessor lien roll data. We will research changes in property data, property usage, property valuations and levy changes from the previous year for all parcels within the CFD and flag all parcels that require property research to determine the appropriate special tax levy. This process allows us to discover any issues with the Assessor's data early. It also allows us to provide the County with a timely and accurate projection of special tax revenues for the upcoming fiscal year.

**Determination of Final Special Levies.** After the close of each fiscal year, SCI will determine the final special tax levies based on final lien roll data as of July 1. All new or changed parcels will be identified and the final levies determined on a parcel-by-parcel basis.

**Quality Assurance and Quality Control.** We take immense pride in our levy administration process and our stringent quality control and oversight to ensure accurate special tax levies. Each fiscal year for every special tax levy, we run over 50 checks and validation queries on each parcel so any parcels that may require additional research can be identified, researched and determined. After the preliminary levies have been determined by the levy administrator, another levy administrator with SCI will perform a complete independent peer review and audit, including a parcel-by-parcel confirmation of the special

Barbara Thompson

Revised 9/06

June 23, 2017

Page 3

levies. Any questions or issues uncovered are fully reviewed and resolved. Finally, before the levies are finalized, a manager will perform another full round of quality assurance and review. These multiple stage reviews and quality assurance steps are a key element in SCI's proven ability to ensure the highest level of accuracy and to maximize special levy revenues for our clients.

**Levy Submittal and Confirmation.** Once the special tax levies have been internally approved, SCI will prepare the final levy roll for submittal to the County Tax Collector. SCI will also meet the County Tax Collector's direct charge submission requirements and provide them all necessary documentation for the inclusion of the special tax levies on the County's consolidated property tax bill. We have never missed a County Tax Collector submittal deadline. Additionally, electronic levy rolls sorted by Assessor Parcel Number and Property Owner's Name will be prepared and submitted to the County. Once the special levies are received and approved, SCI will receive written confirmation of the approval of the special tax levies and notify the County.

Additionally, for the first fiscal year, SCI will coordinate with the County Tax Collector to establish a new direct charge account for the CFD special tax and facilitate all necessary documentation and information.

**Annual Report.** SCI will provide a comprehensive Annual Report for the CFD as required by the Mello-Roos Community Facilities District Act and file it with the County within 120 days after the close of the County's fiscal year. The Annual Report will include a parcel listing with levy amounts and other parcel information, the details of the determination of the special tax requirement, current delinquency information, fund analysis, administrative expenses to be required, status of the project and current issues affecting the CFD. SCI will also assist the County in satisfying all other reporting requirements of law.

**Inquiries and Information Requests.** SCI will coordinate with the County Tax Collector for our inquiry line (800) 273-5167 to be placed aside the special levy amount on the County tax bill so property owners, title companies, realtors and other interested parties can directly contact SCI throughout the fiscal year with questions regarding the special levy. Our representatives are fluent in English and Spanish, and calls are returned within 24 hours. Additionally, SCI will prepare and provide a Notice of Special Tax Disclosure at the request of property owners, title companies, realtors and other interested parties by the Act. Our goal is to represent the County professionally and minimize any inconvenience to the inquiring taxpayer and the County.

**Meeting Attendance.** SCI will attend one (1) in-person meeting with County staff or County Board of Supervisors meetings related to administration of the CFD as requested by the County.

#### **TENTATIVE TIMELINE**

Since time is of the essence, SCI will work with County staff to review the annual administration tasks in detail and finalize a timeline to complete the CFD special tax levy by the County Tax Collector's levy submission deadline of August 10.

Barbara Thompson

Revised 9/06

June 23, 2017

Page 4

#### **FEE SCHEDULE / MANNER OF PAYMENT**

In consideration for the annual services provided, as outlined in this proposal, SCI shall be compensated as detailed below. Each fiscal year, 50% of the annual fees shall be due upon the filing of the CFD special tax levies with the County Tax Collector with the remaining 50% due on January 15.

FY 2017-18 Special Tax Consulting and Levy Administration Services \$9,000

FY 2018-19 Special Tax Consulting and Levy Administration Services \$9,250

FY 2019-20 Special Tax Consulting and Levy Administration Services \$9,500

The scope of work includes up to one (1) in-person meeting. Compensation for additional meetings and out-of-scope services shall be billed at the hourly billing rate of \$165 per hour. Travel time shall be billed at 50% of the hourly bill rate.

Customary incidental expenses including property data, travel and other out-of-pocket costs, shall be billed as incurred, with a total amount not to exceed \$500 per fiscal year without prior authorization from the County.

#### **PROJECT TEAM**

If selected, Melanie Lee, Senior Consultant, would serve as the County's Annual CFD Levy Administrator and principal contact. As the project manager on the formation of the CFD, I will assist Melanie in the annual administration of the CFD as necessary.

Melanie Lee contributes over ten years of experience of annual levy administration, local funding measures and election services to the SCI team. Melanie has extensive experience with all phases a special financing district formation and the associated election, from the initial feasibility and financial analysis, to opinion research and through the election and future annual levy administration. Melanie is a graduate of St. Mary's College with a B.A. in Business Management.

As Director of Planning Services, I specialize in the areas of developer mitigation, Mello-Roos CFD formations, development impact fees and other new revenue mechanisms to fund the need for new or increased public services and facilities. With over 16 years of experience in public finance, I have developed extensive expertise in assisting public agencies in addressing the financial impact of new development. I have prepared over 80 development impact studies and public facility financing plans and am a recognized expert in CFD formations.

I am a graduate of Boise State University with a B.A. in Economics with an emphasis in public finance. I am a frequent presenter on local funding mechanisms for public agencies at annual conferences and area workshops held by the California Society of Municipal Finance Officers, the California Special Districts Association, the California Park & Recreation Society, the California Association of Recreation & Park Districts, and the Fire District Association of California. I am a commercial associate member of the California Society of Municipal Finance Officers, a member of the CSDA Legislative Committee Budget, Finance, and Taxation Working Group, and former Community Resources Commissioner for the City of Fairfield.

Barbara Thompson

Revised 9/06

June 23, 2017

Page 5

If you have any questions or require additional information, please do not hesitate to contact me. I can be reached at 707-430-4300 ext. 113 or via email at [blair.aas@sci-cg.com](mailto:blair.aas@sci-cg.com). We look forward to this opportunity to assist the County with this important project and stand ready to proceed.

Sincerely,  
Blair E. Aas  
Director of Planning Services

cc: Melanle Lee, SCI Consulting Group

**END OF ATTACHMENT D.**