

STAFF REPORT



Meeting Date: May 19, 2021

To: Board of Directors

From: Michael J. Aho – District Administrator

Subject: Request for One-Year Extension of Contract with SCI Consulting for Assessment Engineering Services

Prepared By: Jennifer Larkin, Administrative Services Manager

I. Recommendation

Approve a one-year extension of the current service contract (Attachment A) with SCI Consulting for professional consulting, engineer work and levy administration services related to the District's three special assessment districts and authorize the District Administrator to execute the contract.

II. Background

Each year the District must commission the preparation of an Engineer's Report and the submission of special assessment levies to Sacramento County for each of the District's special assessment districts. SCI Consulting has provided this service to the District for the past 10 years for the past SCI Consulting is well versed on the property assessment requirements and property data for each of the Districts. In addition SCI performs all coordination activities for the districts including serving as the primary contact for property owners and Sacramento County for assessment questions and issues.

III. Problem /Situation/ Request

The current agreement term of three (3) years will end on June 30, 2021 but will be extended for one year at the terms indicated in Attachment A, pending Board approval. This extension will allow time for staff to complete a new RFP while maintaining necessary annual services.

IV. Financial Analysis

The current annual cost to the District for services from SCI Consulting is \$14,900 plus up to an additional \$1,500 in reimbursable expenses. This has been budgeted in the proposed FY 2021-2022 budget.

Respectfully Submitted,

Michael J. Aho
District Administrator

ATTACHMENT A: One-year Contract Extension Proposal

LEVY ADMINISTRATION SERVICES AGREEMENT

THIS AGREEMENT is made on _____, 2021, between the Fair Oaks Recreation and Park District, a public 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. 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.

5. **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.
6. **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.
7. **Independent Contractor.** The Consultant's relationship to the District is that of an independent contractor.
8. **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.
9. **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.
10. **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.
11. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
12. **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.
13. **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.
14. **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.

15. 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:

Fair Oaks Recreation
and Park District
4150 Temescal Street
Fair Oaks, CA, 95628

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 engineering services and other responsibilities SCI would perform as the Engineer of Work and Assessment Levy Administrator for the Fair Oaks Recreation and Park District.

DEFINITIONS

District:	Fair Oaks Recreation and Park District, staff, and Trustees/Directors.
Assessments:	Fair Oaks Recreation and Park District Assessments – District Wide, Gum Ranch, and Phoenix Field
SCI or Consultant:	SCI Consulting Group, and any and all employees and subcontractors.
Administration:	Services related to the determination, levy and collection of assessment revenues.

ENGINEER'S REPORT AND OTHER DOCUMENTS

1. Obtain upcoming fiscal year estimated cost information from the District to use as a basis for the budget in the Engineer's Report.
2. Calculate and prepare the preliminary assessment roll for inclusion in the Engineer's Report.
3. Prepare the Engineer's Report, including any necessary upgrades due to any recent court rulings or other requirements.
4. File the final Engineer's Report with the District.
5. Prepare any needed resolutions and staff reports for the Assessment.
6. Prepare and assist with the publication of any notices for the continuation of the Assessment.
7. Attend the District Board meeting at which the public hearing is held, and the Engineer's Report is approved.

CONFIRMATION OF DISTRICT PARCELS, LEVY CALCULATION, VERIFICATION AND SUBMITTAL

1. Create a database including every parcel in the boundaries of the Assessment District, including the parcel attributes necessary for calculating the Assessments, and update it with new information for the upcoming year.
2. Identify new or changed parcels that may require an updated or new assessment calculation and recalculate the final assessment on a parcel-by-parcel basis.
3. Prepare the final Assessment Roll for the Assessment District and submit it to the County for inclusion on the upcoming fiscal year tax bills.

DISTRICT INFORMATION AND LEVY CONFIRMATION

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

2. Develop and make available to the District an Internet based website or computer program that will allow District staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.

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 Assessments which we find to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are expected to be very minimal, if any.)

DEFENSE AND SUPPORT OF THE ASSESSMENTS

1. Provide a full response, support of the assessments and basis for the assessments to any person who questions the assessments or the legal basis for the assessments.
2. In the event of any legal challenge or petition against the assessments, provide professional, assessment engineering and technical support in support of the assessments. If such services are required, they would be provided in close collaboration with the District and District legal counsel.

FEE SCHEDULE

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

1. For Fiscal Year 2021-2022, the total compensation for the Scope of Work shall be \$14,900 payable as follows:
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$7,450 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
2. 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.
3. 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 for these additional services.
4. 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 \$1,500 per year, without prior authorization from the District. Publication of the legal notice of public hearing will be billed separately as incurred.

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

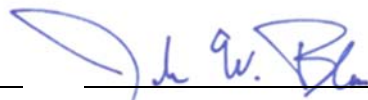
SIGNATURE PAGE

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

Accepted:

Accepted:

Michael J. Aho
District Administrator
Fair Oaks Recreation
and Park District



John W. Bliss
President
SCI Consulting Group

Date

May 10, 2021
Date