

PARTIES

This Agreement, entered into at Stockton, California is made this 19th day of April, 2013 between:

NAME: MOUNTAIN HOUSE CSD
ADDRESS: 230 S. Sterling Drive, Suite 100
Mountain House, CA 95391
PHONE/FAX: (209) 831-2300 Fax: (209) 831-5610
EMAIL: mgroover@sj.gov.org

and: SIEGFRIED ENGINEERING, INC.
3244 Brookside Road, Suite 100
Stockton, CA 95219
(209) 943-2021 Fax: (209) 942-0214
pjs@siegfriedeng.com

hereinafter called "Client"

hereinafter called "Consultant"

PROJECT DESCRIPTION

Client engages Consultant to provide services in connection with:

Preparation of the 2013-2014 Annual Engineer's Report and Assessment Roll for the Consolidated Landscape Maintenance District No. 2008-1, perform assessment segregations, and determine the taxes for four (4) Special Tax Areas.

SCOPE OF SERVICES

Consultant agrees to perform services as follows:

See attached Exhibit A, Scope of Civil Engineering Services, dated April 19, 2013.

Client agrees that all services not expressly included are excluded from Consultant's Scope of Services.

COMPENSATION

Client agrees to compensate Consultant for such services as follows:

See attached Exhibit A, Scope of Civil Engineering Services, dated April 19, 2013

Please sign and return this Agreement to formally authorize our services.

Client and Consultant acknowledge that each has read and agrees to the General Conditions printed on the reverse side of this document which are incorporated herein and made a part of the Agreement and apply to all services performed by Consultant regardless of whether such services are included in the Scope of Services above.

Client : MOUNTAIN HOUSE CSD

Consultant : SIEGFRIED ENGINEERING, INC.

By: *Janice L McClintock*

By: *Paul J. Schneider*
Paul J. Schneider, P.E.

Print name: *Janice L McClintock*

Title: *General Manager*

Title: *Vice President*

Date: *4-19-2013*

Date: *April 19, 2013*

GENERAL CONDITIONS

Article I - Consultant's Services.

Consultant will be obligated to provide such services as are described above. The Consultant's Services will be performed in accordance with generally accepted Professional practices and standards for the locality in which the services are provided and for the intended use of the project at the time such services are performed, and the Consultant makes no other warranty either expressed or implied.

Article II - Client's Responsibilities.

The Client shall provide complete and accurate and timely information regarding its requirements for the project. The Client shall examine documents or other instruments of service submitted by Consultant and shall render any decisions necessary promptly in order to avoid unreasonable delay. The Client shall also provide any additional services, other than those which Consultant is responsible to provide, which are reasonable and necessary to complete the project, including but not limited to accurate and complete surveys, geotechnical engineering services, testing services and inspection, and reports required by law. When necessary, the Client shall also arrange for access to the project site so that the Consultant can perform his work.

Article III - Ownership of Documents.

Drawings, specifications, and any other instruments of service to be provided by Consultant shall remain the property of Consultant and shall not be used by the Client on any other project or for completion of this project by others without the written authorization of Consultant.

Article IV - Successors and Assigns.

The Client and Consultant each bind themselves, their successors, and assigns to the agreement. Neither Client nor Consultant shall assign or transfer its interests in this agreement without prior written consent of the other.

Article V - Miscellaneous Provisions.

- A. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events or conditions beyond the other party's control.
- B. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- C. This agreement may be terminated by either party upon seven days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement.
- D. This agreement and any subsequent Professional Services Work Orders constitute the entire agreement between the parties and there are no conditions, agreements, or representations between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.
- E. All claims, disputes, and other matters in question between the parties to this agreement, arising out of or relating to this agreement, or the breach thereof, shall be submitted to non-binding Mediation under the auspices of a mutually agreed upon Mediation Service experienced in handling construction related disputes prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.
- F. The Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- G. Client agrees and covenants to limit the liability of the Consultant, their subconsultants, and all of their employees, agents, and officers (hereinafter the Consultant) to the Client and to all construction Contractors and Subcontractors on the project arising from the Consultant's performance or non-performance of this agreement, such that the total aggregate liability of the Consultant to all those named shall not exceed \$50,000.00 or the Consultant's total fee for the services rendered on this project, whichever is greater. The Client further agrees to require of said Contractors and all Subcontractors a similar limitation of the liability of the Consultant and of the Client, to said Contractors and Subcontractors due to the Consultant's performance or non-performance of this agreement. Neither Consultant or Client shall be liable to the other for consequential or indirect damages of any kind.
- H. Fees for engineering services rendered shall be considered due and payable upon receipt of invoice. Invoices not paid within thirty (30) days of the date of the invoice shall bear a service charge from the date of the billing of one and one-half percent (1½%) per month on the unpaid balance.

EXHIBIT A

SCOPE OF CIVIL ENGINEERING SERVICES

ASSESSMENT DISTRICT ENGINEERING 2012-2013

MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT MOUNTAIN HOUSE, CALIFORNIA

April 19, 2013

I. SCOPE OF SERVICES

Siegfried Engineering, Inc. (Siegfried), as Assessment District Engineer (Engineer) on behalf of Mountain House Community Services District (MHCS D), shall provide the following assessment district engineering services for the 2013–2014 Tax Year (Tax Year):

- preparation of the Annual Engineer's Report for the Mountain House Community Services District Consolidated Landscape Maintenance Assessment District No. 2008-1 (District);
- performing necessary assessment segregations as a result of the creation of new parcels; and
- calculating the tax rate for four (4) Special Tax Areas within the Mountain House Community Services District.

A. Task 1 – Annual Engineer's Report

1. Based upon the annual budget for 2013-2014 fiscal year which is prepared by others for each Landscape Maintenance Zone (Zone) and approved by MHCS D, the Engineer shall calculate the proposed assessment to be levied against each MHCS D parcel for the parcel's share of the annual budget costs and shall prepare the Assessment Roll for each Zone. It is understood that, currently, there exists only one Zone, Zone 1 (Questa Neighborhood). Prior to the calculation of the proposed assessments, it is understood that certain conditions and/or services will need to occur, including the following:
 - a. The MHCS D shall provide the Engineer an electronic media copy of the latest available San Joaquin County Assessor's Tax Roll, including the complete parcel data, e.g. area, use code, etc. The Tax Roll shall be provided twice by MHCS D upon request of the Engineer, first immediately upon commencement of work and again immediately after July 1st. In the event the MHCS D cannot provide the Engineer with an electronic media copy of the San Joaquin County Assessor's Tax Roll, the Engineer will purchase the roll from San Joaquin County and the cost shall be a reimbursable expense paid by MHCS D to the Engineer.
 - b. The Engineer shall identify all parcels within the District having data that has changed from the previous tax year's Assessor's Tax Roll for the purpose of updating data files, identifying changes to the Assessor Parcel Numbers, recalculating assessments, and checking for Proposition 218 restrictions.
 - c. The Engineer shall identify all revised or added Assessor's Maps.
 - d. The Engineer shall identify any Zones annexed to the District from the previous tax year.

Exhibit A (Cont'd.)

- e. The Engineer shall determine the appropriate cost of living adjustment factor to be applied to each Zone.

Prior to finalizing the assessment calculation, the Engineer shall identify any proposed assessment increases against each or any parcel from the prior year's assessment that may trigger the requirement for a Proposition 218 (Prop. 218) ballot process. The Engineer shall confer with MHCSD Staff and shall obtain direction from MHCSD staff on the action to be taken to meet any proposed assessment increase in order to be in compliance with the requirements of Prop. 218.

2. The Engineer shall prepare the Annual Engineer's Report for the Tax Year. The Annual Engineer's Report shall include the following information for each Zone (currently only Zone 1):
 - a. a description of the landscape improvements to be maintained for the Tax Year as furnished by the District's manager or based upon the original Engineer's Report previously prepared by others and approved by the Board of Directors,
 - b. an estimate of the Tax Year's maintenance costs for all improvements as furnished by the District's manager,
 - c. an estimate of the Tax Year's administrative costs as furnished by the District's manager,
 - d. an estimate of the Tax Year's total assessments,
 - e. an updated Assessment Diagram which is based upon the original Assessment Diagram plus any added, new or revised Assessor's Maps (subject to the extra work conditions below) and including an Index Sheet of the District's Zones,
 - f. the assessment roll by Assessor's Parcel Number, and
 - g. the assessment spread of the proposed assessments for the Tax Year.
3. The Annual Engineer's Report for the Mountain House Community Services District Consolidated Landscape Maintenance Assessment District No. 2008-1 shall be provided by the Engineer for approval by the Board of Directors.
4. The Engineer shall attend Board of Director's meetings and public hearings pertaining to the District as necessary upon request of the MHCSD staff.
5. After approval by the Board of Directors of the Annual Engineer's Report and assessments, the Engineer shall provide to the San Joaquin County Tax Assessor the approved assessment spread as an electronic data file in the format required. The approved assessment spread shall be provided to the Assessor prior to the Assessor's regularly scheduled August 1st deadline.
6. It is understood by the Engineer and the MHCSD that:
 - a. Any work requiring a Proposition 218 ballot process shall be considered extra work which is not a part of the basic Scope of Services.

B. Task 2 - Assessment Segregations

1. Upon request by MHCSD in writing, the Engineer shall calculate the segregated assessments to be levied against new parcels (which are formed by certain

Exhibit A (Cont'd.)

instruments such as subdivision maps, parcel maps or lot line adjustments) in accordance with the benefits and assessments established in the original approved Engineer's Report prepared by others. It is also understood that MHCS D shall provide the Engineer the following:

- all needed information to assist the Engineer in correctly identifying the assessment parcel or parcels affected,
 - assistance in establishing the amount of the original assessment or assessments,
 - assistance in determining whether more than one (1) assessment exists on each affected parcel, and furnish a clear copy of a map depicting the land property activity which requires the assessment segregation.
2. Provide written report identifying the affected parcels of land, the new parcels created, and the recommended segregated assessment(s).
 3. Prepare the amended (or amending) Assessment Diagram showing newly formed parcels. MHCS D shall provide electronic file drawings of the new subdivision units for use in the preparation of the amendment to the Assessment Diagram.
 4. All other remaining subsequent steps in the assessment segregation process, including notification of bond holder(s), preparation of the tax roll on magnetic tape, and filing the amended assessment diagram, shall be by others and not a part of the Scope of Services.

C. Task 3- Four (4) Special Tax Areas

1. The Engineer shall calculate the special tax to be levied for the Tax Year against each parcel in four (4) Special Tax Areas within the MHCS D for support of the tax based services approved by ordinance by the Board of Directors of MHCS D. The Engineer shall prepare the tax roll for the special tax and submit it to the San Joaquin County Auditor for inclusion on the property tax bills. Prior to the calculation of the special tax, it is understood that certain conditions and/or services will need to occur, including the following:
 - a. MHCS D shall provide the Engineer an electronic media of the latest available San Joaquin County Assessor's Tax Roll, including the complete parcel data, e.g. area, use code, etc. The Tax Roll shall be provided twice upon request of the Engineer, first upon commencement of work and again immediately after July 1st. In the event the MHCS D cannot provide the Engineer with an electronic media copy of the San Joaquin County Assessor's Tax Roll, the Engineer will purchase the roll from San Joaquin County and the cost shall be a reimbursable expense paid by MHCS D to the Engineer.
 - b. MHCS D shall provide the Engineer the identification of all parcels that have been issued a building permit or other ministerial action which trigger the calculation of the new special taxes any affected parcels in the four (4) Special Tax Areas.
 - c. The Engineer shall calculate the special taxes based upon either parcel area or building area, whichever is applicable. The parcel area or building area data used to calculate the special tax will be checked by the Engineer against the building permit information and the Assessor data which are provided to the Engineer by MHCS D or County.
2. After review and approval by the MHCS D of the special taxes in the four (4) Special Tax Areas, the Engineer shall provide to the Assessor the tax roll for the four (4) Special Tax Areas as an electronic data file in the format required. The tax roll for the

Exhibit A (Cont'd.)

four (4) Special Tax Areas shall be provided to the Assessor prior to the Assessor's regularly scheduled August 1st deadline.

II. COMPENSATION FOR SCOPE OF SERVICES

A. Task 1 Fee Schedule for Annual Engineer's Report

- 1. The fee for the preparation of the Annual Engineer's Report and Assessment Roll for the Mountain House Community Services District Consolidated Landscape Maintenance Assessment District No. 2008-1 for the 2013-2014 Tax Year is:

<u>District Name</u>	<u>Zone</u>	<u>2012-2013 Fee</u>
Questa Neighborhood	Zone 1	\$4,700

2. Additional Services Considered As Extra Work Under Task 1.

It shall be understood that any work which requires a Proposition 218 ballot process as a result of an increase to the assessments levied the previous year, whether required for a new Zone or an existing Zone, shall be considered extra work. Compensation shall be negotiated at such time as it may be necessary to perform this extra work.

3. Compensation for Additional Services Under Task 1

Compensation for all extra work under Task 1 shall be subject to negotiation

B. Task 2 Fee Schedule For Assessment Segregation

- 1. The fee schedule for the preparation of each requested assessment segregation for work performed during the 2012-2013 Tax Year is as follows:
 - a. For a single phase (one bond sale) assessment district, a minimum fee of \$875.00 per segregation plus an additional fee amount based upon the number of new parcels created in accordance with the following schedule:
 - For the first five (5) parcels..... \$65.00 per parcel
 - For the next twenty (20) parcels..... \$15.00 per parcel
 - For each parcel above twenty-five (25) ... \$ 5.00 per parcel
 - b. For a multiple phase assessment district requiring more than one (1) set of assessment segregation calculations, the above fee schedule will be increased by an additional 25% for each separate set of assessment segregation calculations.

C. Task 3 Fee Schedule For Four (4) Special Tax Areas

The fee schedule for calculating the special taxes in the four (4) Special Tax Areas for the 2012-2013 Tax Year is as follows:

<u>Special Tax Ordinance</u>	<u>2012-2013 Fee</u>
Ordinance No. 96-1	\$3,800
Ordinance No. 96-2	\$3,800
Ordinance No. 96-3	\$3,800
Ordinance No. 96-4	\$3,800