



ALAMEDA COUNTY
AUDITOR-CONTROLLER AGENCY
MELISSA WILK

OAKLAND U.S.D.
BOARD OF EDUCATION

October 23, 2019

2019 NOV -1 P 12: 31

OAKLAND UNIFIED SCHOOL DISTRICT
1000 Broadway, Suite 450
Oakland, CA 94606

Attention: Aimee Eng, President, Board of Education

CERTIFICATION AND MUTUAL INDEMNIFICATION AGREEMENT

Enclosed is an executed original Certification and Mutual Indemnification Agreement between the City/District and County of Alameda for the 2019/20 Fiscal Year.

Please call me at 510-272-6557 if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Trina M. Caballero", is written over a faint, larger signature.

Trina M. Caballero
Division Chief

Office of the Auditor-Controller
1221 Oak St., Suite 249
Oakland, CA 94612
Tel: (510) 272-6565
Fax: (510) 272-6502

Central Collections Division
1221 Oak St., Suite 220
Oakland, CA 94612
Tel: (510) 208-9900
Fax: (510) 208-9932

Clerk-Recorder's Office, Main
1106 Madison St., 1st Floor
Oakland, CA 94607
Tel: (510) 272-6362
Fax: (510) 208-9858

Clerk-Recorder's Office, Tri-Valley
7600 Dublin Blvd.
Dublin, CA 94568
Tel: (510) 272-6362
Fax: (510) 208-9858

Certification and Mutual Indemnification Agreement
Fiscal Year 2019-2020

The OAKLAND UNIFIED SCHOOL DISTRICT (hereafter referred to as public agency) hereby certifies that to the best of its knowledge, the taxes, assessments and fees placed on the 2019/20 Secured Property Tax bill by the public agency met the requirements of Proposition 218 that added Articles XIIC and XIID to the State Constitution.

Therefore, for those taxes, assessments and fees which are subject to Proposition 218 and which are challenged in any legal proceeding on the basis that the public agency has failed to comply with the requirements of Proposition 218; the public agency agrees to defend, indemnify and hold harmless the County of Alameda, its Board of Supervisors, its Auditor-Controller/Clerk-Recorder, its officers and employees.

The public agency will pay any final judgment imposed upon the County of Alameda as a result of any act or omission on the part of the public agency in failing to comply with the requirements of Proposition 218.

The County of Alameda hereby agrees to defend, indemnify and hold harmless the public agency, its employees, agents and elected officials from any and all actions, causes of actions, losses, liens, damages, costs and expenses resulting from the sole negligence of the County of Alameda in assessing, distributing or collecting taxes, assessments and fees on behalf of the public agency.

If a tax, assessment or fee is challenged under Proposition 218 and the net amount of the proceeds after deduction of the County's compensation for collection are shared by both the public agency and the County of Alameda; then the parties hereby agree that their proportional share of any liability or judgment shall be equal to their proportional share of the net amount of the proceeds from the tax, assessment or fee.

The above terms are accepted by the public agency and I further certify that I am authorized to sign this agreement and bind the public agency to its terms.

OAKLAND UNIFIED SCHOOL DISTRICT

COUNTY OF ALAMEDA

Dated: 7/3/19

Dated: 9/30/19

By: Aimee Eng
(Signature)

By: [Signature]
(Signature)

Aimee Eng, President, Board of Education

RICHARD VALLE

(Print Name)

[Signature]
Kyla Johnson Tramell, Secretary, Board of
Education
(Print Title)

President of the Board of Supervisors
County of Alameda, California
(Print Title)

Approved as to Form

[Signature]
Michael L. Smith, Attorney at Law

Approved as to form:

[Signature]
Farand C. Kan,
Deputy County Counsel

Legislative File Id. No. 19-1504
Introduction Date: 7/2/19
Enactment No.: 19-1250
Enactment Date: 7/2/19 er
By:

8-2019-148