SCIConsultingGroup
Public Finance Consulting Services

January 25, 2021

Submitted via email:
awatkins@djusd.net

Amari Watkins
Associate Superintendent of Business Services
Davis Joint Unified School District
526 B Street
Davis, CA 95616

Re: Proposal for Annual Special Tax Administration and Other Professional Consulting Services

Dear Amari:

SCIConsultingGroup ("SCI") is pleased to submit, for your review, this proposal to provide Annual Special Tax Administration, Community Facilities District (CFD) Administration, and Other Professional Consulting Services for the Davis Joint Unified School District (the "District"). We respectfully offer the following strengths, which differentiate our firm from others, for your consideration:

SPECIAL TAX AND COMMUNITY FACILITIES DISTRICT EXPERTISE SCI possesses industry leading expertise with the important legal and procedural requirements for the administration of special taxes and Community Facilities Districts. SCI has served as the District's tax administrator for 30 years, and SCI has has formed and annually administers over 850 special taxes, assessments and fees for over 140 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.

CONTINUITY OF STAFF AND FIRM SCI has been providing assessment engineering and levy administration services to public agencies for over 35 years. We are exclusively focused on these highly specialized services. Our staff and firm have unmatched continuity. In addition, SCI has retained the same service area focus for over 35 years of service.

UNSURPASSED GROWTH AND FINANCIAL STABILITY As a testament to our capabilities over years, we have enjoyed significant organizational growth, adding over 30 public agencies to our client list that previously used other firms for their assessment engineering and administration.

EXCELLENT AUDITOR REFERENCES Auditors and Tax Collectors witness firsthand the relative quality and accuracy of our special levy submittals, and we maintain excellent relationships with Auditors throughout the State.

UNMATCHED ABILITY TO HANDLE LARGE AREA/COMPLEX LEVIES SCI has successfully formed more agency-wide benefit assessments than all other firms in the State, combined. This is further evidence of our ability to form and administer new assessments. These include new assessments covering all parcels in Alameda, Orange, San Diego, San Joaquin, San Mateo and Santa Clara Counties, as well as many other large and small assessments throughout the State.

LOW OVERHEAD/LOW COST PROVIDER We understand levy administration services must provide cost effectiveness, particularly to keep the City's costs within budget constraints. For this reason, we maintain the lowest overhead and leanest structure in the industry. While other firms maintain multiple offices, hierarchical administration and much higher overhead costs, we operate more effectively and with much lower overhead out of one central office located in an economically favorable business area.

UNMATCHED TECHNICAL CAPABILITIES Aside from our administrative staff, every employee in our firm is a database expert. We have developed in-house, specialized programs to improve our levy administration services. We are also GIS and mapping experts. We invite you to compare our database and technical expertise with the staff from any other firm.

UNMATCHED RESPONSIVENESS AND CUSTOMER SERVICE We invite you to call our toll-free taxpayer inquiry line at (800) 273-5167 and compare our level of service and responsiveness with any other firm. We answer calls directly with knowledgeable levy administration staff, including available representatives who are fluent in Spanish. We also provide the highest level of service and responsiveness for all our clients, including responding to all our clients within the same day.

OUR CLIENTS ARE OUR BEST REFERENCES We sincerely encourage you to speak with any of our clients, not only the listed references. They will attest to the comprehensive nature of our services, our level of client responsiveness and our levy administration abilities.

Enclosed are two copies of the Agreements for fiscal years 2021-22, with an option to extend levy administration services through 2024-25. If the Agreements meet with your approval, please sign and return a copy of each to us and retain the other copy for your records.

This proposal is binding for 90 days from the submission date of January 25, 2021.

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

Sincerely,

Angela Pagtalonia

Angela Pagtalonia
Senior Consultant

THIS AGREEMENT is made on March 4, 2021, between the **Davis Joint Unified School 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 for **Community Facilities District No. 1 and No. 2 administration**, 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 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:	**Consultant:**
Davis Joint Unified School District	SCI Consulting Group
526 B Street	4745 Mangels Boulevard
Davis, CA 95616	Fairfield, CA 94534

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

_____	_____
_____	_____
_____	_____
_____	_____

This section outlines the levy administration services and other responsibilities SCI would perform as the Community Facilities District ("CFD") Administrator for the Davis Joint Unified School District Community Facilities Districts ("CFDs") No. 1 and No. 2.

DEFINITIONS

District:	The Davis Joint Unified School District, its staff, legal counsel and its Governing Board.
CFDs:	Davis Joint Unified School District Community Facilities Districts No. 1 & No. 2.
SCI or Consultant:	SCI Consulting Group, and any and all employees and subcontractors.
Administration:	Services related to the determination, levy and collection of the CFD tax revenues.

IDENTIFICATION OF DISTRICT PARCELS

1. Obtain and carefully review the resolution ordering the election and other election documents for the CFDs to develop a thorough understanding of the tax requirements.
2. Identify parcels subject to exemptions. Identify multiple assessor parcels owned by the same owner that may be joined to one underlying parcel that legally can be charged only once for the CFDs.
3. Calculate and verify the proposed specific tax amount for each parcel and prepare the preliminary tax rolls to be used by the District as a basis for the annual budgets.

EXEMPTION ADMINISTRATION

1. Assist with the design and distribution of exemption application forms, and exemption notices regarding the exemption application process and requirements.
2. Receive, process, confirm, approve and store the District's data files and supporting documents containing senior and low income exemption information. If the information is incomplete or other discrepancies exist, notify the District about the need for additional information.
3. Respond to telephone inquiries from applicants or prospective applicants. Collect names and addresses from property owners wishing to receive exemption applications and provide them with application forms either by email or mail, or forward the information to the District for handling, as appropriate..
4. Annually verify and re-qualify previously qualified senior citizen exemptions through the use of our specialized procedures for identifying previously qualified senior citizens who still reside at the same location and continue to qualify for the exemption.
5. Prepare a listing of all exemptions and adjust the CFD taxes accordingly.

Document Preparation

1. Prepare any needed resolutions and staff reports for the CFDs.
2. Prepare and assist with the publication of any notices for the continuation of the CFD taxes, if needed.
3. Attend the District Board meeting as needed, including those at which the resolution is approved.

Confirmation of District Parcels, Levy Calculation, Verification and Submittal

1. Create a database including every parcel in the boundaries of the area covered by the CFDs, including the parcel attributes necessary for calculating the taxes, and update it with new information for the upcoming year.
2. 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. Prepare the final Tax Rolls for the CFDs and submit them to the Counties for inclusion on the upcoming fiscal year tax bills.

District Information and Levy Confirmation

1. Verify and validate Auditors' levy data prior to the printing of tax bills.
2. Develop and make available to the District an Internet based website that will allow the District staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.

Annual CFD Tax Reports and Other Accountability Reporting Requirements

1. Assist with the development of budgets and cost estimates for the CFDs.
2. Obtain current fiscal year cost information from the District to use as a basis for the cost estimate in the Tax Reports.
3. In conjunction with the District, determine the specific budgets, debt service, project expenditures and capital improvements proposed to be funded with the CFD taxes.
4. Prepare an annual CFD Tax Report for each CFD, to ensure compliance with the Government Code, and file them with the District by January 1 after the close of the fiscal year.

Responding to Public Inquiries And Appeals

1. Provide the County Auditors/Tax Collectors 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 taxes which we find to be based upon incorrect information being used to apply the CFD Tax methodology. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are expected to be very minimal, if any.)

FEE SCHEDULE

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

1. For Fiscal Year 2021-22, the total compensation for the Scope of Work shall be $15,195 payable as follows:
   a. Upon submittal of the tax levies to the County Auditors, the sum of $7,600 shall be due.
   b. On January 31 of the fiscal year, the remainder shall be due.
2. For Fiscal Year 2022-23, the total compensation for the Scope of Work shall be $15,651 payable as follows:
   a. Upon submittal of the tax levies to the County Auditors, the sum of $7,900 shall be due.
   b. On January 31 of the fiscal year, the remainder shall be due.
3. For Fiscal Year 2023-24, the total compensation for the Scope of Work shall be $16,120 payable as follows:
   a. Upon submittal of the tax levies to the County Auditors, the sum of $8,100 shall be due.
   b. On January 31 of the fiscal year, the remainder shall be due.
4. For Fiscal Year 2024-25, the total compensation for the Scope of Work shall be $16,604 payable as follows:
   c. Upon submittal of the tax levies to the County Auditors, the sum of $8,300 shall be due.
   d. On January 31 of the fiscal year, the remainder shall be due.
5. The Scope of Work includes one meeting with the District, as needed. Any additional meetings shall be billed at the rate of $550 per person per meeting.
6. 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.
7. 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 $800 per year, without prior authorization from the District.

Note: All costs associated with this proposal can be financed or refunded by tax 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:**
Amari Watkins Associate Superintendent of Business Services Davis Joint Unified School District	John W. Bliss President SCI Consulting Group
	January 25, 2021
Date	Date

DAVIS JOINT UNIFIED SCHOOL DISTRICT
CFD #1 AND CFD #1 MELLO-ROOS SPECIAL TAX, MEASURE G AND MEASURE H
PARCEL TAX ADMINISTRATION
FISCAL YEAR 2021-22
PROPOSED TIMELINE

2021

January '21						
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31						

February '21						
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March '21						
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April '21						
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May '21						
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June '21						
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November '21						
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December '21						
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TENTATIVE DATE	TASKS TO BE COMPLETED (DETAILED LIST)	RESPONSIBLE
June 1	SCI provides Certification of Assessment to District for signature	District
June 15	Cutoff date for receiving exemption applications for CFD1 Taxes	District
July 2	District provides SCI with listing of new applicants to receive exemptions for CFD1 Taxes	District
July 15	SCI completes and files Tax Reports and provides listings of property owners receiving exemptions to District	SCI
August 5	Public Hearing and approval of Resolutions approving Tax Reports and levying annual taxes	District
August 6	Submission of tax levies to County Auditors	SCI

TENTATIVE DATE	TASKS TO BE COMPLETED (DETAILED LIST)	RESPONSIBLE
September 1	SCI provides updated Parcel Locator Software for District use	SCI
October 1	Confirmation of final levies with County Auditors	SCI
September 2021 – June 2022	Ongoing response to property owner inquiries and levy proceeds monitoring	SCI

It is understood that all regular meetings of the District Board are held on the first and third Thursday of each month.