

LEVY ADMINISTRATION SERVICES AGREEMENT

THIS AGREEMENT is made on _____, 20___, 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 described in the Proposal document dated June 5, 2020 and referenced as **Measure G Parcel Tax Administration** (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 in Appendix B 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:

Davis Joint Unified School District
526 B Street
Davis, CA 95616

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:

_____	_____
_____	_____
_____	_____
_____	_____

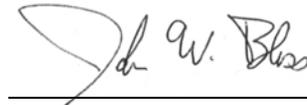
SIGNATURE PAGE

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

Accepted:

Accepted:

Bruce Colby
Chief Business and Operations Officer
Davis Joint Unified School District



John W. Bliss
President
SCI Consulting Group

Date

June 5, 2020
Date

APPENDIX A: SCOPE OF WORK

This section outlines the comprehensive special tax administration, and other responsibilities SCI would perform throughout the fiscal year as the levy administrator for the Davis Joint Unified School District.

DEFINITIONS

District:	The Davis Joint Unified School District, its staff, legal counsel and its Governing Board.
Board:	The Davis Joint Unified School District Governing Board.
Levies:	Davis Joint Unified School District's Measure G Parcel Tax.
SCI:	SCI Consulting Group.
Administration:	Services related to the determination, levy and collection of the Measure G special taxes and management of exemptions.

VERIFY PARCELS AND DETERMINE PARCEL TAX LEVY

1. Meet with District staff, District Board, legal counsel and other individuals as needed to establish timeline, review parcel tax data, and accomplish other tasks related to administration of the parcel tax.
2. Obtain and carefully review the resolution ordering the election and other election documents for the parcel tax to develop a complete understanding of the requirements.
3. Utilize SCI's statewide data to develop a parcel dataset for every parcel in the District. This dataset will include current parcel attributes and historical information.
4. Obtain current assessor data from the County Assessor and other sources for all parcels within the District and merge with SCI's internal parcel data.
5. Obtain copies of Assessor Parcel Maps as required.
6. Perform a parcel audit and GIS analysis to confirm that all parcels that should be included in the District boundaries have been properly identified by the County Treasurer-Tax Collector's office.
7. If any parcels are found to be missing from the County's tax base, provide the information to the District and County that could be used as the basis for requesting a revision to the District's property tax allocation.
8. Using County Assessor records, determine the taxable and nontaxable parcels in the District.
9. Identify multiple Assessor's parcels owned by the same owner that may be joined to one underlying parcel that legally can be charged only once for the parcel tax.
10. Create and maintain a database for each parcel within the District boundaries. The data for each parcel will include the parcel number, land use designation,

owner name(s), site address, mailing address, assessed land value, assessed improved value, exempt value, special notes and other relevant information.

11. Research changes in property data, property usage, property valuations and parcel tax changes from the previous year for all parcels.
12. As necessary, utilize other real property data information services to obtain additional property information, and to verify and confirm the parcel tax.
13. Research those properties that are flagged for research and for which additional information is needed.
14. Using the established parcel tax methodology for the District, calculate the parcel tax amounts for each taxable parcel.
15. Run custom-developed queries on the parcel tax roll to verify and check parcel tax accuracy for all parcels.
16. In future years, compare the parcel tax amount calculated for each parcel with the parcel tax roll for the previous fiscal year and re-verify the parcel tax for all parcels for which the parcel tax amount has changed.
17. Prepare reports of parcels with use code changes from the previous fiscal year to the current fiscal year, and verify the parcel tax for such parcels.
18. Prepare reports of new and deleted parcels from the previous fiscal year to the current fiscal year, and verify the parcel tax for new parcels.
19. Prepare the parcel tax roll listing parcel number, owner name, site address and parcel tax levy for each assessor parcel within the District. Print the parcel tax roll sorted by assessor parcel number and owner's name.

QUALITY CONTROL, LEVY VERIFICATION AND ANNUAL REPORTING

1. After the close of each fiscal year on June 30, Create a final parcel tax roll using final County lien roll data.
2. Conduct numerous queries and checks on each parcel to verify and check parcel tax accuracy for all parcels.
3. Prepare and organize all parcel tax rolls, documents and supporting materials.
4. After the parcel tax amounts have been checked and verified and the supporting documents have been finalized, another levy administration consultant with SCI will perform a comprehensive peer review of all parcel tax calculations, all documentation and reports and the project schedule and deliverables. Any questions or issues raised are fully researched and resolved.
5. After the first year of collection of the Tax, prepare an annual Special Tax Report, and file it with the District by January 1 after the close of the fiscal year.

MAIL POSTCARDS TO PROPERTY OWNERS RESIDING OUTSIDE THE DISTRICT (FIRST YEAR ONLY)

1. Determine which parcels are owned by property owners who have a mailing address outside the District.

2. Prepare a draft of a postcard to notify the property owners who have a mailing address outside the District in regard to the new Special Tax, per Government Code Section 54930.
3. After the postcard language has been approved by the District, mail the postcard to the property owners who have a mailing address outside the District.

LEVY SUBMITTAL AND CONFIRMATION

1. Meet the County Tax Collector's tax roll submission requirements and perform all tasks needed to submit the parcel tax levies.
2. File approved parcel tax roll with the County Tax Collector for inclusion of the parcel tax on the fiscal year tax bills.
3. Receive exceptions list, if any, from the County Tax Collector; make appropriate revisions and resubmit to the County Treasurer-Tax Collector's office.
4. Verify and validate County Tax Collector's levy data prior to the printing of County property tax bills.
5. Provide the District with an online program that will allow the District to easily look up each parcel in the District, the parcel tax amount, exemption status and other real property information.
6. Research and, if possible, resubmit installment amounts that are unapplied by the County Tax Collector.

RESPONDING TO PUBLIC INQUIRIES AND APPEALS

1. Provide the County Tax Collectors with our toll-free phone line so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise, a review of specific levies, description of procedures and any other issues.
2. Provide the County Tax Collectors with a summary and overview of the District's parcel tax for Tax Collector staff and Tax Collector public response staff availability if necessary.
3. Directly and promptly respond to any property owner, staff or other agency inquiries on our toll free special levy assistance phone lines reached by the number: (800) 273-5167.
4. Directly and promptly respond to property owners regarding existing or desired exemptions. For new, desired exemptions, provide the property owner with information and the exemption forms if available, or refer the caller to the District for more information.
5. Throughout the fiscal year, research and, if necessary, revise any parcel taxes which property owners consider to be based upon incorrect information being used to apply the tax methodology. (Given the high level of accuracy of our parcel tax calculations, minimal if any revisions are expected.)
6. If any property owners appeal the parcel tax for their property, SCI shall investigate the parcel tax amount and basis for appeal and shall make a

recommendation and finding for the District. In the event that the District finds that the parcel tax should be adjusted or refunded, SCI will work with the County Tax Collector and District to adjust or refund the parcel tax as appropriate. (Such appeals are not expected.)

EXEMPTION NOTICING AND ADMINISTRATION

1. In close conjunction with the District, update the senior citizen exemption notice and application forms (“forms”) for the parcel tax. As necessary, assist the District with developing procedures and requirements for administering senior citizen, SSI, SSDI and District employee exemptions, including options for outreach, distribution of applications and informational fliers, and reviewing and approving exemption applications.
2. As necessary, assist with the distribution of notices regarding the exemption application process and requirements. Although the specific publication and distribution approach will be determined by the District, SCI recommends notification of the exemptions as follows:
 - Published at least twice in a local periodical and/or newspaper covering the District.
 - Published on the District’s website.
 - In addition, the District may consider information provided to the primary senior citizen centers and senior citizen organizations in the District.
3. After receiving the District’s listing of new, qualifying exemptions, enter the exemptions into a database tied to the parcel tax roll.
4. Revise the parcel tax to \$0 for qualifying exemptions.
5. Prepare a report of qualifying senior, SSI, SSDI and District employee exemptions.
6. Provide SCI’s toll-free telephone number, (800) 273-5167, for use on press releases, information fliers, notices and applications to be used for any questions regarding the senior exemption application procedures and eligibility requirements.
7. Respond to telephone inquiries from senior citizen property owners, those on the SSI or SSDI program, or District employees. Collect names and addresses from property owners wishing to receive exemption applications and provide them with application forms either by e-mail or mail.
8. Each fiscal year, internally verify and re-qualify previously qualified exemptions through the use of our specialized procedures for identifying all previously qualified seniors who still reside at the same location and continue to qualify for the exemption. Delete the SSI, SSDI and District employee exemptions for previous applicants who no longer qualify or who did not reapply.

APPENDIX B: FEE SCHEDULE

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

	2020-21	2021-22	2022-23	2023-24
Annual Levy Administration	\$ 9,500	\$ 8,549	\$ 8,720	\$ 8,894
Payment due on June 15:	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Payment due on August 10:	\$ 5,000	\$ 3,549	\$ 3,720	\$ 3,894
Balance due on January 31:	\$ 4,500	\$ -	\$ -	\$ -
Maximum Direct Expenses	\$ 400	\$ 400	\$ 400	\$ 400
Total Contract Authorization	\$ 9,900	\$ 8,949	\$ 9,120	\$ 9,294

1. The first-year administration of this new measure requires a notification by postcard to all nonresident owners within the district. All additional fees for this task, including data work and mailing costs, shall be charged at the rate of \$2.00 per post card mailed in Fiscal Year 2020-21.
2. The scope of services for annual administration includes one in-person meeting with the District. Any additional in-person meetings shall be charged at the rate of \$550 per person per meeting.
3. In the event 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. Customary incidental expenses including property data, travel, published notices handled by SCI and other out-of-pocket costs, shall be billed as incurred, with a total amount not to exceed \$400 per fiscal year without prior authorization from the District.

Note: All costs associated with this proposal and the scope of services can be financed or refunded by the special tax proceeds, if desired.

The Fee Schedule shown above is valid provided this agreement is executed within 90 days from the date this agreement was submitted to the District.

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