

## LEVY ADMINISTRATION SERVICES AGREEMENT

THIS AGREEMENT is made on \_\_\_\_\_, 2017, 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 Scope of Work for Community Facilities Districts No. 1 and No. 2, 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. **Conflict of Interest.** Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) in the performance of the Work under this Agreement no person having any such interest shall perform any portion of the Work.
5. **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.
6. **Indemnification.** Consultant shall indemnify, defend, protect, and hold harmless 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 Consultant's performance of the Work and caused by any negligent act or omission, willful misconduct of or by Consultant or its employees, agents and subcontractors.
7. **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.
8. **Independent Contractor.** The Consultant's relationship to the District is that of an independent contractor.
9. **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.
10. **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.
11. **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.
12. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
13. **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.
14. **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.

- 15. 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.

**16. 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:

_____	_____
_____	_____
_____	_____
_____	_____

## SCOPE OF WORK

This section outlines the levy administration services and other responsibilities SCI would perform as the CFD Tax 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, staff and Board of Education
CFD Tax:	The 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 CFD tax revenues

### CFD TAX AND PROPERTY ATTRIBUTE RESEARCH

1. Meet with District staff, District Board, legal counsel and other individuals as needed to establish timeline, assist with development of budgets, review tax data, and accomplish other tasks related to administration of the tax levies.
2. Obtain current property and ownership data from the County Assessors, building departments and other sources for all parcels within the CFD boundaries.
3. Obtain parcel maps and other required property information for properties within the CFDs.
4. Utilize SCI's extensive internal property attribute and CFD tax data information for the District and Counties of Solano and Yolo as required.
5. Obtain GIS and aerial maps and diagrams as necessary to complement SCI's and the County Assessors' existing maps and diagrams and to be used to confirm the parcels and CFD boundaries.
6. Identify all parcels within CFD boundaries and all parcels to be included in the tax rolls using current and historical parcel information, parcel maps, GIS parcel layers and systems. Verify that all "child" parcels have been identified and cross-matched with each "parent" parcel that has been retired due to a subdivision or parcel reconfiguration.
7. Compute the area of building constructed for each permit issued within the CFDs.
8. Utilize other real property data information services to obtain additional property information, and to verify and confirm all levies.
9. Research changes in property data, property usage, property valuations and CFD tax changes from the previous year for all parcels within the CFDs. Flag all parcels that require property research to determine the appropriate CFD tax levy.
10. Run multiple validation checks and queries on the Assessor records to flag parcels with potentially incorrect or incomplete land use designations or property characteristics. Utilize other property data sources and/or research parcels so identified and update SCI's land type classifications as necessary.

11. Field-check those properties that are flagged for research as well as those parcels or areas designated by District staff as requiring further research.
12. Research and verify parcel data. As needed, correct assessor property data and other information used to determine tax levies for properties, such as number of residential units. Such verification includes field-checks of properties as required.
13. Conduct a comprehensive parcel audit to verify that all factors used to determine the tax levies are correct. Revise any levy found to be based on inaccurate or incomplete information.
14. From property records, determine the number of parcels in each land use category, excluding nontaxable parcels.
15. Meet with District staff, property owners, County Assessors' staff and other parties as needed.
16. Update and maintain a database for each parcel within District boundaries. The data for each parcel will include the owner name(s), site address, property values, parcel number, property classification, CFD tax amount, mailing address, site address, parcel type, notes and other useful or relevant data.
17. As needed, periodically meet with District staff to review taxes, tax revenues, budget expenditures and other administrative issues.
18. Assist the District with review of accounting procedures and internal controls.
19. If required, assist with the annexation of any additional properties into the CFDs.

#### **SENIOR AND LOW INCOME EXEMPTION ADMINISTRATION**

1. Assist with the design, publication and distribution of senior 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. As necessary, contact or notify applicants or the District to obtain additional information or verify qualifications.
4. Respond to telephone inquiries from applicants or prospective applicants for the senior exemption. 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.
5. 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.
6. Prepare a listing of all exemptions and adjust the CFD taxes accordingly.

#### **TAX REPORTS AND OTHER DOCUMENTS**

1. Prepare any needed resolutions and staff reports for the CFD Tax.
2. Prepare and assist with the publication of any notices for the continuation of the CFD Tax, if needed.

3. Attend District Board meetings as needed, including those at which the resolution is approved.

#### **LEVY RECALCULATION, REVERIFICATION AND SUBMITTAL**

1. After the close of each fiscal year on June 30, obtain the final lien-date Assessor Rolls from the Counties of Solano and Yolo and create an updated District database.
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. Finalize the Tax Rolls, other documents and supporting materials.
4. Prepare the final Tax Rolls for the CFD Tax and submit them to the Counties of Solano and Yolo 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 budget, 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 Auditor/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. CFD No. 1 and CFD No. 2:**

- a. Upon the filing of the CFD Tax Reports for District Board consideration, the sum of \$6,500 shall be due.
  - b. Upon submittal of the CFD Tax levies with the County Auditors, the sum of \$6,500 shall be due.
  - c. In addition, after the custom designed tax administration software program for fiscal year 2017-18 is submitted to the District, \$500 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 of these additional services.
  4. If the District desires to extend the term of this agreement, the fee amount for each additional year will be the amount of the last fiscal year shown above, increased annually by 3%.
  5. 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:**

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

\_\_\_\_\_  
Date

**Accepted:**

\_\_\_\_\_  
John W. Bliss  
President  
SCI Consulting Group

\_\_\_\_\_  
Date

**DAVIS JOINT UNIFIED SCHOOL DISTRICT  
CFD #1 AND CFD #1 MELLO-ROOS SPECIAL TAX ADMINISTRATION  
FISCAL YEAR 2017-18  
PROPOSED TIMELINE**

**2017**

January '17						
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February '17						
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March '17						
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August '17						
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September '17						
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October '17						
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November '17						
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December '17						
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**TENTATIVE DATE**

**TASKS TO BE COMPLETED (DETAILED LIST)**

**RESPONSIBLE**

March 2

Approval of proposal to prepare CFD No. 1 and CFD No. 2 Tax reports for fiscal year 2017-18

District

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 5

District provides SCI with listing of new applicants to receive exemptions for CFD1 Taxes

District

July 20

SCI completes and files Tax Reports and provides listings of property owners receiving exemptions to District

SCI

August 3

Public Hearing and approval of Resolutions approving Tax Reports and levying annual taxes

District

<u>TENTATIVE DATE</u>	<u>TASKS TO BE COMPLETED (DETAILED LIST)</u>	<u>RESPONSIBLE</u>
August 4	Submission of tax levies to County Auditors	SCI
September 1	SCI provides updated Parcel Locator Software for District use	SCI
October 2	Confirmation of final levies with County Auditors	SCI
September 2017 – June 2018	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.*

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PROPERTY SERVICES  
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