

# 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 shown in the Proposal for Measure H 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 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

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:

_____	_____
_____	_____
_____	_____
_____	_____

8. 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 \$200 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 levy proceeds, if desired.

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.

**DAVIS JOINT UNIFIED SCHOOL DISTRICT  
MEASURE H PARCEL TAX ADMINISTRATION  
FISCAL YEAR 2017-18  
PROPOSED TIMELINE**

**2017**

January '17						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February '17						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March '17						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April '17						
Su	M	Tu	W	Th	F	Sa
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May '17						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June '17						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July '17						
Su	M	Tu	W	Th	F	Sa
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August '17						
Su	M	Tu	W	Th	F	Sa
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September '17						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October '17						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November '17						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December '17						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**TENTATIVE DATE**

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

**RESPONSIBLE**

March 2

Approval of proposal to prepare Measure H Parcel 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 Measure H Parcel Taxes

District

July 5

District provides SCI with listing of new applicants to receive exemptions for Measure H Parcel Taxes

District

July 20

SCI completes and files Parcel 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 tax

District

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.*

DAVIS, J.T. UM. SCH. DIST.  
 BUSINESS SERVICES  
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