

**CONTRACT NAME: AGREEMENT BETWEEN SCI CONSULTING GROUP AND DAVIS JOINT UNIFIED SCHOOL DISTRICT.**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement is between SCI Consulting Group and DJUSD to provide professional tax administration for Community Facility Districts No. 1 and No. 2. DJUSD is required to develop the assessment for the tax rolls that are submitted to Yolo and Solano Counties for collection. SCI Consulting Group provides this service. The term of this agreement is for the tax years 2018-2019 to 2020 -2021.

## LEVY ADMINISTRATION SERVICES AGREEMENT

THIS AGREEMENT is made on Feb. 1, 2018, 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 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:**

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:	Davis Joint Unified School District, staff and Trustees.
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 AND LEVY CALCULATION

1. In the first quarter of the year, create a database with 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. From County Assessor records, determine the taxable and nontaxable parcels in the District.
3. Identify parcels subject to exemption. 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 CFD.
4. On a parcel-by-parcel basis, 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. 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 exemption 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.

#### **DOCUMENT PREPARATION**

1. Prepare any needed resolutions and staff reports for the CFD.
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, RE-VERIFICATION AND SUBMITTAL**

1. After the close of each fiscal year on June 30, obtain the final lien-date Assessor Roll 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 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 Auditor's levy data prior to the printing of tax bills.
2. Develop and make available to the District an Internet based website or computer program 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 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.)

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## **FEE SCHEDULE**

SCI shall be compensated for the performance of the Scope of Work as follows for CFD No. 1 and CFD No. 2:

1. For Fiscal Year 2018-19, the total compensation for the Scope of Work shall be \$13,905 payable as follows:
  - a. Upon the filing of the CFD Tax Reports for District Board consideration, the sum of \$7,000 shall be due.
  - b. Upon submittal of the CFD Tax levies with the County Auditors, the sum of \$6,405 shall be due.
  - c. In addition, after the custom designed tax administration software program for fiscal year is submitted to the District, \$500 shall be due.
2. For Fiscal Year 2019-20, the total compensation for the Scope of Work shall be \$14,322 payable as follows:
  - a. Upon the filing of the CFD Tax Reports for District Board consideration, the sum of \$7,100 shall be due.
  - b. Upon submittal of the CFD Tax levies with the County Auditors, the sum of \$6,722 shall be due.
  - c. In addition, after the custom designed tax administration software program for fiscal year is submitted to the District, \$500 shall be due.
3. For Fiscal Year 2020-21, the total compensation for the Scope of Work shall be \$14,752 payable as follows:
  - a. Upon the filing of the CFD Tax Reports for District Board consideration, the sum of \$7,200 shall be due.
  - b. Upon submittal of the CFD Tax levies with the County Auditors, the sum of \$7,052 shall be due.
  - c. In addition, after the custom designed tax administration software program for fiscal year is submitted to the District, \$500 shall be due.
4. The Scope of Work includes one meeting with the District annually. Any additional meetings shall be billed at the rate of \$1,050 per person per meeting.
5. 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.
6. 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%.
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.

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## SIGNATURE PAGE

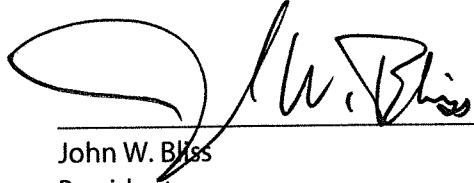
By signing below, we agree to the terms of this Levy Administration Services Agreement.

**Accepted:**

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

\_\_\_\_\_  
Date

**Accepted:**

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

1-24-18  
\_\_\_\_\_  
Date

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**DAVIS JOINT UNIFIED SCHOOL DISTRICT**  
**CFD #1 AND CFD #1 MELLO-ROOS SPECIAL TAX ADMINISTRATION**  
**FISCAL YEAR 2018-19**  
**PROPOSED TIMELINE**

**2018**

<b>January '18</b>	<b>February '18</b>	<b>March '18</b>	<b>April '18</b>
Su M Tu W Th F Sa	Su M Tu W Th F Sa	Su M Tu W Th F Sa	Su M Tu W Th F Sa
1 2 3 4 5 6	1 2 3	1 2 3	1 2 3 4 5 6 7
7 8 9 10 11 12 13	4 5 6 7 8 9 10	4 5 6 7 8 9 10	8 9 10 11 12 13 14
14 15 16 17 18 19 20	11 12 13 14 15 16 17	11 12 13 14 15 16 17	15 16 17 18 19 20 21
21 22 23 24 25 26 27	18 19 20 21 22 23 24	18 19 20 21 22 23 24	22 23 24 25 26 27 28
28 29 30 31	25 26 27 28	25 26 27 28 29 30 31	29 30
<b>May '18</b>	<b>June '18</b>	<b>July '18</b>	<b>August '18</b>
Su M Tu W Th F Sa	Su M Tu W Th F Sa	Su M Tu W Th F Sa	Su M Tu W Th F Sa
1 2 3 4 5	1 2	1 2 3 4 5 6 7	1 2 3 4
6 7 8 9 10 11 12	3 4 5 6 7 8 9	8 9 10 11 12 13 14	5 6 7 8 9 10 11
13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18
20 21 22 23 24 25 26	17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25
27 28 29 30 31	24 25 26 27 28 29 30	29 30 31	26 27 28 29 30 31
<b>September '18</b>	<b>October '18</b>	<b>November '18</b>	<b>December '18</b>
Su M Tu W Th F Sa	Su M Tu W Th F Sa	Su M Tu W Th F Sa	Su M Tu W Th F Sa
1	1 2 3 4 5 6	1 2 3	1
2 3 4 5 6 7 8	7 8 9 10 11 12 13	4 5 6 7 8 9 10	2 3 4 5 6 7 8
9 10 11 12 13 14 15	14 15 16 17 18 19 20	11 12 13 14 15 16 17	9 10 11 12 13 14 15
16 17 18 19 20 21 22	21 22 23 24 25 26 27	18 19 20 21 22 23 24	16 17 18 19 20 21 22
23 24 25 26 27 28 29	28 29 30 31	25 26 27 28 29 30	23 24 25 26 27 28 29
30			30 31

**TENTATIVE DATE**

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

**RESPONSIBLE**

March 1	Approval of proposal to prepare CFD No. 1 and CFD No. 2 Tax reports for fiscal year 2018-19	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 19	SCI completes and files Tax Reports and provides listings of property owners receiving exemptions to District	SCI
August 2	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 3	Submission of tax levies to County Auditors	SCI
September 3	SCI provides updated Parcel Locator Software for District use	SCI
October 1	Confirmation of final levies with County Auditors	SCI
September 2018 – June 2019	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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