

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF APPROVE AN)
AGREEMENT BETWEEN TRI-COUNTY)
WATER AUTHORITY AND THE COUNTY) Resolution No. 2018-0642
OF TULARE TO COLLECT AND) Agreement No. 28765
DISTRIBUTE SPECIAL ASSESSMENTS ON)
THE SECURED PROPERTY TAX ROLL)

UPON MOTION OF SUPERVISOR ENNIS, SECONDED BY SUPERVISOR VANDER POEL, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD JULY 31, 2018, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS CROCKER, VANDER POEL, SHUKLIAN, WORTHLEY,
AND ENNIS
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE



ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: Milany Ravello
Deputy Clerk

* * * * *

1. Approved the agreement between Tri-County Water Authority and the County of Tulare to collect and distribute special assessments on the secured property tax roll.
2. Authorized the Chairman to sign.

Auditor/Tax Collector

HAR
07/31/2018



BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

**Auditor-
Controller/Treasurer-Tax
Collector
COUNTY OF TULARE
AGENDA ITEM**

AGENDA DATE: July 31,2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Sue Copeland PHONE: 559 636-5280

SUBJECT: Approve an agreement between Tri-County Water Authority and the County of Tulare to collect and distribute special assessments on the secured property tax roll.

REQUEST(S):
That the Board of Supervisors:
1. Approve the agreement between Tri-County Water Authority and the County of Tulare to collect and distribute special assessments on the secured property tax roll.
2. Authorize the Chairman to sign.

SUMMARY:
The agreement will allow the County to collect and distribute the district's special assessments and the County's fee for services.

Tri-County Water Authority is a Groundwater Sustainability Agency that has authority per California Water Code section 10730 to levy a land-based assessment.

August 10, 2018 is the deadline for the Auditor's Office to receive assessment collection agreements for inclusion on the 2018/19 secured property tax roll.

FISCAL IMPACT/FINANCING:
The agreement provides for cost recovery of providing service. The fee for a special assessment fund is \$200 per year and \$1 per parcel when submitting electronically.

SUBJECT: Approve an agreement between Tri-County Water Authority and the
DATE: County of Tulare to collect and distribute special assessments on the
secured property tax roll.
July 31, 2018

Copy of Resolution 2005-0211 Master Schedule of Fees – Auditor-
Controller/Treasurer-Tax Collector attached. No additional Net County Cost.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The proposed action links with the Organizational Performance initiatives by providing technology and infrastructure to support better service delivery. With an agreement, agencies have the ability to collect special assessment fees in a timely and efficient manner on the secured property tax roll.

ADMINISTRATIVE SIGN-OFF:



Cass Cook
Auditor-Controller/Treasurer-Tax Collector

cc: County Administrative Office

Attachment(s)

Attachment A – Agreement between Tri-County Water Authority and Tulare County of
Tulare

Attachment B – Resolution No. 2005-0211

**AGREEMENT FOR COMPENSATION
TO COUNTY OF TULARE FOR COLLECTION
OF SPECIAL ASSESSMENTS**

THIS AGREEMENT is entered into as of July 31, 2018, between the COUNTY OF TULARE, referred to as COUNTY, and Tri-County Water Authority, referred to as AGENCY, with reference to the following:

A. AGENCY is a city, school district, special district, or other legal entity located in the COUNTY, and desires that the COUNTY collect and distribute its special assessments; and

B. AGENCY certifies that it is authorized by law to levy special assessments upon land or real property within the County of Tulare; and

C. Section 29304 of the Government Code authorizes the parties to add to the amount of any special assessment collected for the AGENCY an amount fixed by agreement between the parties, and authorizes the COUNTY to deduct such amount from the special assessments collected for deposit in its general fund; and

D. The parties intend by this Agreement to agree upon such amount in accordance with Government Code section 29304.

ACCORDINGLY, IT IS AGREED:

1. **SERVICES:** COUNTY will collect for AGENCY all of AGENCY's special assessments levied upon land or real property. The special assessments will be collected at the same time and in the same manner as COUNTY property taxes are collected. Notwithstanding the foregoing, COUNTY will not collect for AGENCY any special assessments against publicly-owned property or property not appearing on the COUNTY Tax Roll; COUNTY will not collect delinquencies; and,

COUNTY will not collect Mello-Roos assessments that become delinquent as of June 30 of the current year for which they were placed on the Tax Roll.

2. **COST OF SERVICES:** Prior to obtaining approval to levy a special assessment, the AGENCY must investigate and estimate the proportionate “recovery cost” to be incurred in connection with the assessment collection services rendered by the COUNTY. Proportionate “recovery cost” refers to the COUNTY’s cost recovery fee as listed in the most current Master Schedule of Fees for the Auditor-Controller/Treasurer-Tax Collector. The Master Schedule of Fees is subject to change annually as the COUNTY’s reasonable cost of providing services changes. Currently, the proportionate recovery cost is \$3.00 per parcel for manually transmitted assessments and \$1.00 per parcel for assessments transmitted by computer to the COUNTY. AGENCY’s per parcel assessment counts of 1000 or more must be submitted electronically instead of manually.

When obtaining approval to levy a special assessment, the AGENCY must request approval of the desired amount of the special assessment plus the proportionate recovery cost. Additionally, the AGENCY will incur the following charges to be paid to the COUNTY:

- A. \$200.00 per fund on which special assessments are to be collected for accounting services related to the processing of the special assessments;
- B. For correction of any assessment requested by AGENCY after extension of the tax roll, the amount of \$25.00 per correction.

3. **METHOD OF PAYMENT:** The total annual charge to be paid to the COUNTY for the collection services will be deducted in two equal parts from the

total amounts collected for the special assessments prior to distribution of the assessments to the AGENCY. In addition, any amount to be charged for corrections requested by the AGENCY pursuant to Section 2B of this Agreement will also be deducted from the special assessments collected by the COUNTY prior to their distribution to the AGENCY.

4. **WAIVER:** AGENCY hereby waives any right it may have under Government Code section 907 and to protest the deduction of the amounts specified in Section 3 of this Agreement. AGENCY acknowledges and agrees that COUNTY will not be required to notify AGENCY of its intent to deduct such amounts except by execution of this Agreement.

5. **ACCOUNTING:** COUNTY will provide AGENCY with periodic reports detailing collections of special assessments by parcel and by fund, including a year-end report of current delinquencies.

6. **DUTIES OF AGENCY:** AGENCY must provide such information as will be required by the COUNTY and its officers to provide the services specified in this Agreement, including without limitation the following:

A. On or before August 10, AGENCY must certify and deliver to the COUNTY Auditor an assessment roll showing the amount of the special assessments to be collected against each parcel as designated by assessment number (i.e., parcel number appearing on the COUNTY Secured Assessment Roll), including the changes added to the assessments pursuant to Section 2 of this Agreement;

B. In cases where AGENCY has fixed a special assessment which is to be collected in installments over a period of years, AGENCY must compute and inform the Auditor of the amount to be collected in each year of collection;

C. AGENCY must review the COUNTY Secured Assessment Roll when it is filed by the COUNTY Assessor for each applicable year of collection and verify that the parcel numbers certified by the AGENCY and delivered to the Auditor for collection accurately correspond to the parcel numbers on the COUNTY Secured Assessment Roll.

D. For each fiscal year, AGENCY must notify the COUNTY Auditor no later than February 15 of that year of any changes or corrections in the assessments previously certified to the Auditor, for which AGENCY will be charged the amounts specified in Section 2B of this Agreement. The COUNTY will not be required to collect any assessments which are the subject of a correction or change for which COUNTY has been notified after that date.

E. AGENCY must attach to its request for collection of assessments to the Auditor a certified copy of a resolution passed by the governing body for the AGENCY, which must state the following:

A. That the AGENCY has complied with all laws pertaining to the levy of the special assessments to be collected;

B. That the special assessments have been levied in accordance with a particular benefit to each parcel to be assessed without regard to its assessed valuation;
and,

C. The particular purpose for the special assessment.

7. **INDEMNIFICATION:** AGENCY must hold harmless, defend

and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind which any third party or entity asserts to have arisen out of the services provided by COUNTY, its agents, officers and employees under this Agreement.

8. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between AGENCY and COUNTY as to its subject matter and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified, waived or repealed without the written consent of both parties. Notwithstanding the foregoing, it is not the intent of the parties to modify or otherwise affect their legal obligations and responsibilities toward one another except as specifically provided in this Agreement. The intent and purpose of the Agreement is to establish the amounts and method of collecting the charges authorized by Government Code section 29304.

9. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

10. **NOTICES:** Except as may be otherwise required by law, any notice given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Tulare County Auditor
Room 101-E
County Courthouse
Visalia, CA 93291

WITH A COPY TO:

County Administrative Officer
2800 W. Burrel Ave.
Visalia, CA 93291

(Fax No.: 730-2532 / Confirming No.: 636-5280)

AGENCY:

(Fax No.:992-1236 / Confirming No.:762-7240)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail will be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

11. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 will not apply to address and interpret any uncertainty.

12. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

13. WAIVERS: The failure of either party to insist on strict compliance with any provisions of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

14. FURTHER ASSURANCES: Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

15. TERM: This Agreement will become effective on

_____ and will continue from year to year, subject to termination by either party by written notice thereof on or before March 1 of any year during the term of this Agreement. Said termination will be effective starting the following fiscal year. Assessments on the tax roll at the time of termination will remain until paid.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY: _____
Chair, Board of Supervisors

“County”

ATTEST: Michael Spata
County Administrative Officer/Clerk of the Board
Of Supervisors of the County of Tulare

By: _____
Deputy Clerk

AGENCY: Tri-County Water Authority

BY: Deanna Jackson 

TITLE: Executive Director/Secretary

APPROVED BY THE GOVERNING BOARD: June 26, 2018

Template approved by County Counsel on August 12, 2014

BEFORE THE BOARD OF SUPERVISOR
COUNTY OF TULARE STATE OF CALIFORNIA

* * * *

IN THE MATTER OF FEES TO BE }
CHARGED BY THE TULARE COUNTY }
AUDITOR-CONTROLLER'S OFFICE }

RESOLUTION NO. 2005-0211

WHEREAS, the Tulare County Board of Supervisors has determined that a need exists to recover the County's costs in providing services to both public and private parties; and

WHEREAS, the Board has directed all departments to review their charges for services on an annual basis; and

WHEREAS, the Tulare County Auditor-Controller's Office wishes to update fees for the 2005/06 fiscal year; and

WHEREAS, a public hearing concerning the establishment of fees to cover such County costs has been noticed and held in accordance with Government Code Sections 66016 and 66018;

NOW, THEREFORE, BE IT RESOLVED that the Tulare County Board of Supervisors approved new and revised fees for the Auditor-Controller's Office as follows:

Property Tax Roll reports created from personal computer in electronic format	\$66.00/hour + supply cost
Property Tax Roll reports created from the mainframe computer on paper copy	\$100.00/1 st 100 pages + \$10.00/next 100 pages.
Mailing labels from Property Tax Roll created from mainframe computer	\$100.00 + supply cost
Certified copies of documents: Assessment as entered on the assessment roll	\$1.00 per page
Direct charge processing on tax roll	\$200.00 per fund + \$1.00 per parcel/electronic media and/or \$3.00 per parcel/manual input

THE FOREGOING RESOLUTION WAS ADOPTED UPON MOTION OF SUPERVISOR
Maples, SECONDED BY SUPERVISOR Cox, AT AN
OFFICIAL MEETING ON THIS 3rd DAY OF May, 2005, BY THE FOLLOWING VOTE:

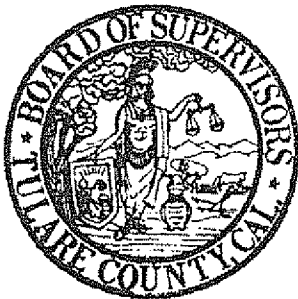
AYES: Supervisors Ishida, Conway, Cox, Worthley and Maples
NOES: None
ABSTAIN: None
ABSENT: None

STATE OF CALIFORNIA }

COUNTY OF TULARE }

ATTEST: C. BRIAN HADDIX
COUNTY ADMINISTRATIVE OFFICER/CLERK, BOARD OF SUPERVISORS

By *Randa S. Jones* Date 5/3/05
Deputy Clerk



Auditor
Tax Collector/Treasurer
Assessors
CAO

5/3/05

DAY

2005/06 SUMMARY OF PROPOSED FEES

AGENDA DATE: May 3, 2005 AGENDA ITEM # _____

DEPARTMENT: AUDITOR-CONTROLLER

SUBMITTED BY: JERRY T. MESSINGER

Description of Fee	Total Cost for Service (Salaries, Administration, Service/Supplies)	Current Fee \$ Amount and % of Cost Recovered	Proposed Fee \$ Amount and % of Cost Recovered
(*denotes new fee)			
Property tax roll reports:			
From Mainframe - electronic format	\$145/file	\$145/file	\$145/file
From PC - electronic format	\$66/hour + supplies	\$37/hour + \$3 supplies	\$66/hour + supplies
From Mainframe - on paper	\$100/1st 100 pages + \$10/next 100 pages	\$50/1st 100 pages + \$10/next 100 pages	\$100/1st 100 pages + \$10/next 100 pages
From Mainframe - on labels	\$100 + supplies	\$50 + \$0.05 per label	\$100 + supplies
General Inquiry:			
*General research inquiries	\$66/hour	none	\$66/hour
*Copy and mail property tax documents	\$22/hour	none	\$22/hour
Copies of documents	\$1/page	\$0.10/page	\$1/page
Direct Charge Processing (new agencies only):			
Per fund charge	\$200/fund + parcel chg	\$50/fund + parcel chg	\$200/fund + parcel chg
Per parcel charge - electronic transmit	\$1/parcel	\$0.20/parcel	\$1/parcel
Per parcel charge - manual transmit	\$3/parcel	\$1/parcel	\$3/parcel

MASTER SCHEDULE OF FEES, CHARGES, AND RECOVERED COSTS

AUDITOR-CONTROLLER/REGISTRAR OF VOTERS
PROPERTY TAX DIVISION

FEE DESCRIPTION	FEE AMOUNT	FEE SETTING AUTHORITY	YEAR ADOPTED	EFFECTIVE DATE	% OF COST	REFERENCE	AFIN ACCOUNT
Property Tax Roll Reports:							
From mainframe - electronic format	\$145 / file	Board of Supervisors	2005	July 1, 2005	100%		001-030-2510-6700-30
From PC - electronic format	\$66.00/hr + supplies	Board of Supervisors	2005	July 1, 2005	100%		001-030-2510-6700-30
	\$100 1st 100 pages +						
	\$10/next 100 pages						
From mainframe - on paper	\$100 + supplies	Board of Supervisors	2005	July 1, 2005	100%		001-030-2510-6700-30
From mainframe - on labels		Board of Supervisors	2005	July 1, 2005	100%		001-030-2510-6700-30
General inquiry:							
General research inquiries	\$66.00/hr	Board of Supervisors	2005	July 1, 2005	100%		001-030-2510-7320
Copy and mail tax documents	\$22.00/hr	Board of Supervisors	2005	July 1, 2005	100%		001-030-2510-7320
Copies of documents	\$1 page	Board of Supervisors	2005	July 1, 2005	100%		001-030-2510-7320
Direct Charge Processing:							
Per fund charge	\$200/fund + parcel charge						
Per parcel charge - electronic transmit	\$1.00/parcel	Board of Supervisors	2005	July 1, 2005	100%		001-030-2510-6010-10
Per parcel charge - manual transmit	\$3.00/parcel	Board of Supervisors	2005	July 1, 2005	100%		001-030-2510-6010-10
Property Tax Administration Charges:							
Property Tax Administration	net costs	State Legislature	1992	1992	16%	R&T 97.5	001-031-2031-6020
Supplemental Tax Administration	5% extended Supl tax	State Legislature	1983	1983		R&T 75.6	001-031-2031-6700
Excess proceeds claims admin.	net costs	State Legislature				R&T 4674	001-030-2510-6700-30
Proposed RDA Certification	net costs	State Legislature			100%	H&S 33672.5	001-030-2510-6700-30