

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

THIS AGREEMENT is entered into as of June 23, 2020, between the COUNTY OF TULARE, referred to as COUNTY, and TRACT 92 COMMUNITY SERVICES DISTRICT, 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: Tract 92 Community Services District
P.O. Box 276
Farmersville, CA 93223

(Fax No.: N/A / Confirming No.: 559-799-1135)

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

June 23, 2020 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: Jason T Britt
County Administrative Officer/Clerk of the Board
Of Supervisors of the County of Tulare

By: _____
Deputy Clerk

AGENCY: TRACT 92 COMMUNITY SERVICES DISTRICT

BY: Monica Self

TITLE: PRESIDENT

APPROVED BY THE GOVERNING BOARD: 6/4/2020

Template approved by County Counsel on August 12, 2014