

(Note: Must be submitted on agency letterhead.)

AGREEMENT FOR COLLECTION OF
VOLUNTARY CONTRACTUAL ASSESSMENTS

THIS AGREEMENT is entered into this _____ day of _____, 20__, by and between the AUDITOR-CONTROLLER of the COUNTY OF VENTURA (hereinafter referred to as “COUNTY”), and _____, a public agency, located in the State of California (hereinafter referred to as “PUBLIC AGENCY”).

WHEREAS, PUBLIC AGENCY certifies that it is authorized by law to make voluntary contractual assessment financing available to qualifying property owners in the County of Ventura; and

WHEREAS, PUBLIC AGENCY has entered or will enter into agreements with cities within the County to make voluntary contractual assessment financing available to qualifying citizens in those cities to finance the purchase of qualifying energy efficiency improvements to their properties; and

WHEREAS, PUBLIC AGENCY desires that the COUNTY add voluntary contractual assessments to the tax roll pursuant to PUBLIC AGENCY’S voluntary contractual assessment financing program; and

WHEREAS, Chapter 29 of the California Streets and Highways Code (S&H Code) section 8682 et seq., authorizes the COUNTY to add contractual assessments to the tax roll; and

WHEREAS, Proposition 218 added Articles XIII C and XIII D to the California Constitution, which introduced requirements and constraints on local governments’ ability to impose taxes, property-related fees and charges, and assessments for the financing of public facilities and services; and

WHEREAS, Section 5898.31 of the California Streets and Highways Code declares that voluntary contractual assessments are not assessments for the purposes of Articles XIIC and XIID of the California Constitution and PUBLIC AGENCY warrants that the voluntary contractual assessments it seeks to have COUNTY add to the tax roll are voluntary contractual assessments that comply with Sections 5898.10 – 5899.3 of the California Streets and Highways Code; and

WHEREAS, PUBLIC AGENCY may determine that it is in the public interest to utilize the assistance of a third-party consultant/contractor at the sole cost of the PUBLIC AGENCY to prepare and submit voluntary contractual assessments to the COUNTY on PUBLIC AGENCY’S behalf;

WHEREAS, the parties to this agreement desire to provide for the imposition of fixed charge assessment fees and collection fees for collecting and incorporating each voluntary contractual assessment into the tax roll, a charge for the removal of each voluntary contractual assessment from the tax roll, and a charge for the correction of errors to each voluntary contractual assessment;

NOW, THEREFORE, in consideration of the foregoing, COUNTY and PUBLIC AGENCY hereby agree as follows:

1. That the recitals set forth above are true and correct.
2. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:
To: COUNTY: Auditor Controller, 800 South Victoria Avenue, Ventura CA 93009
To: PUBLIC AGENCY NAME _____
ADDRESS _____
PHONE NUMBER _____ or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their depositing in the US mail.
3. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Ventura, if in state court, or in the federal district court nearest to Ventura County, if in federal court.
4. The COUNTY will collect voluntary contractual assessments for PUBLIC AGENCY provided that PUBLIC AGENCY first notifies COUNTY of the Assessor's Parcel Numbers and the amount of each voluntary contractual assessment on or before the 1st Friday of July of the fiscal year for which PUBLIC AGENCY desires that the COUNTY collect PUBLIC AGENCY's voluntary contractual assessments on the COUNTY tax rolls. In cases where there is a fixed charge voluntary contractual assessment which is to be collected in installments over a period of years, each year the PUBLIC AGENCY shall compute and inform the COUNTY the amount to be collected for the year in which it is to be collected. In cases where there are multiple voluntary contractual assessments for a parcel, PUBLIC AGENCY shall submit one total assessment per parcel to the COUNTY.
5. PUBLIC AGENCY agrees to comply with applicable law authorizing financing for voluntary contractual assessments, including Division 7 Part 3 Chapter 29 of the Streets and Highways Code. In so complying, PUBLIC AGENCY agrees to annually provide a copy of the PUBLIC AGENCY

Board's certified Resolution or Ordinance authorizing the voluntary contractual assessments to be collected at the same time and in the same manner as County taxes are collected on real property. Such resolution will reference the underlying code or legal parameters allowing the voluntary contractual assessment, the underlying code or legal parameters to place the voluntary contractual assessment on the tax bill, and the "order" to the COUNTY to place the voluntary contractual assessment on the tax bill for the current tax year. PUBLIC AGENCY will also certify that the voluntary contractual assessments comply with applicable law and Chapter 29 of the Streets and Highways Code. PUBLIC AGENCY further agrees to provide any other documentation, such as a certified ballot measure, supporting the authority to place the voluntary contractual assessment on the tax roll as requested by COUNTY.

6. PUBLIC AGENCY agrees to release and forever discharge the COUNTY and its officials, officers, agents, representatives, and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the PUBLIC AGENCY's responsibility for voluntary contractual assessments and voluntary contractual assessment financing and including disputes related to lien priority. PUBLIC AGENCY further agrees to defend, indemnify and save harmless the COUNTY and its officials, officers, agents, representatives and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of any of the PUBLIC AGENCY's responsibility for voluntary contractual assessments and voluntary contractual assessment financing and including disputes related to lien priority. If any judgment is entered against any indemnified party as a result of action taken to implement this agreement by the COUNTY for the benefit of the PUBLIC AGENCY, the COUNTY may offset the amount of any judgment paid by COUNTY or by any indemnified party from any monies collected by COUNTY on the PUBLIC AGENCY's behalf, including property taxes, special taxes, fees, or assessments. The COUNTY may, but is not required to, notify the PUBLIC AGENCY of its intent to implement any offset.
7. In order to promote and maintain efficient property tax administration, PUBLIC AGENCY agrees:
 - a) To respond to taxpayers' inquiries in a timely manner and not refer taxpayers to COUNTY regarding the removal or correction of voluntary contractual assessments.
 - b) To follow all administrative procedures as established by the COUNTY, including, submitting all documents including but not limited to annual certifications and data in the required formats to COUNTY by established deadlines, and providing all requests for removal or correction of voluntary contractual assessments in writing.
 - c) That PUBLIC AGENCY is responsible for the validity and accuracy of the amount of the voluntary contractual assessment as well as the assessor parcel number to which it is being

charged regardless if such data is submitted by the PUBLIC AGENCY itself or by a third-party consultant/contractor on PUBLIC AGENCY's behalf.

- d) That, for each fiscal year, PUBLIC AGENCY must notify the COUNTY no later than the third Friday in February of that year of any changes or corrections to the voluntary contractual assessments that were placed on the roll. COUNTY will not be required to collect any voluntary contractual assessments that are subject to correction or change for which COUNTY has been notified after that date.
 - e) That administrative citations, fines and non-contractual assessments will not be placed on the secured roll.
 - f) That voluntary contractual assessments will not be permitted to be placed on the secured tax bills of government-owned parcels, parcels without sufficient assessed values and parcels not appearing on the tax roll. If COUNTY discovers that PUBLIC AGENCY has levied voluntary contractual assessments for such parcels, PUBLIC AGENCY gives COUNTY the authority to remove the voluntary contractual assessment and relieves COUNTY from any further responsibility of collection, making PUBLIC AGENCY solely responsible for its collection. Should this situation occur COUNTY will promptly notify PUBLIC AGENCY of the parcel numbers for which assessments were removed.
 - g) That PUBLIC AGENCY gives the COUNTY the authority to process and handle at its discretion special situations and unusual items not addressed elsewhere in this Agreement. Such actions may include removal of the voluntary contractual assessment from the tax bill and relieving COUNTY from any further responsibility of collection making PUBLIC AGENCY solely responsible for its collection. Should this situation occur the COUNTY will promptly notify the PUBLIC AGENCY of the parcel numbers for which the COUNTY will no longer seek collection.
8. In order to promote and maintain efficient property tax administration COUNTY agrees:
- a) To timely address questions and issues brought forward by PUBLIC AGENCY.
 - b) To timely process all changes, removal and corrections to voluntary contractual assessments provided such requests are received in writing within stipulated timeframes and follow established procedures.
 - c) To apportion and distribute collected voluntary contractual assessments at the same time and in the same manner as other secured taxes.
 - d) To notify PUBLIC AGENCY of any special situations or unusual items as they arise and to work with PUBLIC AGENCY for timely resolution.
 - e) To provide upon request periodic reports detailing collections and delinquencies of contractual and special assessments by parcel after 1st installment (December 10th), 2nd installment (April 10th), and at year-end.

9. If the voluntary contractual assessment requires judicial foreclosure, the PUBLIC AGENCY must notify the COUNTY and the Tax Collector of any publicly recorded “Notice of Intent to Remove Delinquent Assessment Installment from the Tax Roll” notice per and Streets and Highways Code Section 8833. Upon receiving a copy of the recorded notice from the PUBLIC AGENCY, PUBLIC AGENCY gives the COUNTY the authority to remove the identified delinquent/defaulted installments from the delinquent/defaulted secured tax bill. By this process, the PUBLIC AGENCY will relieve the COUNTY of any further responsibility for the collection of these delinquent installments.

10. PUBLIC AGENCY and COUNTY agree that the COUNTY will charge a fixed charge assessment fee per Assessor’s Parcel Number for each parcel for which a voluntary contractual assessment is to be collected on the COUNTY tax rolls by COUNTY for PUBLIC AGENCY pursuant to Streets and Highways Code Section 5898.20. The fixed charge assessment fee shall be in the same amount as the fee charged for fixed charge assessments of special assessments in accordance with Government Code Section 50077(b). Accordingly, the fixed charge assessment fee is currently set at \$.22 cents per Assessor’s Parcel Number, and is subject to adjustment by the COUNTY via resolution by the Board of Supervisors at its annual Countywide Rates and Fees public hearing. PUBLIC AGENCY and COUNTY agree that this fixed charge assessment fee will be deducted from the total amounts collected for the voluntary contractual assessments prior to the second distribution of the assessments to the PUBLIC AGENCY.

11. PUBLIC AGENCY and COUNTY agree that the COUNTY will also charge a collection fee per Assessor’s Parcel Number for each parcel for which a voluntary contractual assessment is to be collected on the COUNTY tax rolls by COUNTY for PUBLIC AGENCY, pursuant to Streets and Highways Code Section 5898.20. The collection fee shall be in the amount of one-fourth of one percent of each voluntary contractual assessment, and will be deducted from the total amounts collected for the voluntary contractual assessments prior to each distribution of the assessments to the PUBLIC AGENCY.

12. PUBLIC AGENCY and COUNTY hereby agree that COUNTY will charge a fee for correction or removal of a voluntary contractual assessment. The correction or removal fee shall be in the same amount as the fee to correct or remove a special assessment, as set forth in the County’s annual Countywide Rates and Fees resolution. The amount of the fee is currently set at \$29 per correction or removal, and is subject to adjustment via resolution by the Board of Supervisors at its annual Countywide Rates and Fees public hearing. PUBLIC AGENCY and COUNTY agree that these fees will be deducted from the total amounts collected for the voluntary contractual assessments prior to the second distribution of the assessments to the PUBLIC AGENCY.

13. PUBLIC AGENCY and COUNTY hereby agree that for any other extended services requested by PUBLIC AGENCY, COUNTY may charge a fee sufficient to recover actual costs.

14. PUBLIC AGENCY agrees to waive any right it may have under Government Code section 907 to protest the deduction of the amounts in Sections 10, 11, 12, and 13 of this Agreement. PUBLIC AGENCY acknowledges and agrees that COUNTY will not be required to notify PUBLIC AGENCY of its intent to deduct such amounts except by execution of this Agreement.

15. PUBLIC AGENCY shall not assign or transfer this Agreement or any interest without the written consent of COUNTY, and any such assignment or transfer or attempted assignment or attempted transfer of this Agreement or any interest herein by PUBLIC AGENCY shall immediately and automatically terminate this Agreement and this Agreement shall thereupon be of no further legal force or effect; and, subject to the above provisions of this paragraph, this Agreement shall be binding upon the assigns, transferees, successors and trustees of the parties hereto. This section shall not be construed to prohibit PUBLIC AGENCY from contracting with a third party vendor to provide assessment data to the County, but any third party vendor which contracts with the PUBLIC AGENCY is subject to the obligations, duties, and restrictions of the PUBLIC AGENCY under this Agreement.

16. All existing agreements between the COUNTY and PUBLIC AGENCY pertaining to the collection of voluntary contractual assessments shall be terminated upon the execution of this Agreement. Either party hereto may terminate this Agreement at any time for any reason whatsoever by giving the other party at least ninety (90) days' written notice thereof.

IN WITNESS WHEREOF, COUNTY and PUBLIC AGENCY have executed this Agreement effective on the day and year first hereinabove set forth.

COUNTY OF VENTURA:

ORGANIZATION OR PUBLIC AGENCY:

By: _____
 Jeffery Burgh
 Auditor-Controller

By: _____
 Authorized Representative

Name: _____

Title: _____