**(Note: Must be submitted on agency letterhead.)**

 **Ventura County District - Zone(s) *#: ­­­­***­­­­

 **AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS**

This agreement is made and entered into between the *Ventura County Auditor-Controller and* ***– (Name of your Agency)—*** (“Agreement”)to provide the service of placement of direct assessments on the Secured Tax Roll and distribution of collections to ***– (Name of your Agency)***.

1. **PROPERTY TAX SERVICES**

 Ventura County will place direct assessments on the Secured Tax Roll and distribute collections to ***– (Name of your Agency)—***at the same time and in the same manner as Ventura County property taxes are collected and distributed, and as authorized by law. ***–(Name of your Agency)—***will adhere to the policies and procedures established by the Ventura County Auditor-Controller as outlined in the Direct Assessment Submission Letter.

1. **FEES FOR SERVICES**

For billing, collection, correction and administration of direct assessments, the Ventura County Auditor-Controller shall collect the following charges:

1. A Direct Assessment Line Fee for the original submission will be charged in the amount of $0.17 per assessment per parcel.
2. For correction or removal of direct assessments requested by ***– (Name of your Agency)—***after extension of the tax roll, the Ventura County Auditor-Controller will collect $13.00 per correction or removal. All corrections and removals must be submitted by the third Friday in February.
3. An administration and collection fee shall be charged in an amount not to exceed one-fourth of 1 percent of amounts collected.
4. Collection fees and charges herein provided are subject to adjustment by the County via resolution of the Board of Supervisors at its annual Countywide Rates and Fees public hearing. The Ventura County Auditor-Controller reserves the right to increase or decrease any charges herein provided, in proportion to any changes in costs incurred by the Auditor-Controller in providing the services described herein, provided that written notice of any increase or decrease in charges is given to ***–(Name of your Agency)--***.
5. **COLLECTION OF AUDITOR-CONTROLLER FEES**

 Direct Assessment billing, correction and removal charges are deducted once a year, in the April Secured Apportionment. Collection and administrative fees are deducted from each Apportionment distribution.

1. **REQUESTS FOR INFORMATION AND ACCOUNTING SERVICES**

The Ventura County Auditor-Controller publishes a report of direct assessments levied for the tax year by parcel to the Auditor-Controller’s website in January, May and July. Requests for information and accounting services beyond what is posted to the Website will be considered extended services and will be subject to additional charges and fees.

1. **AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW**

The authority for any levy, (i.e. resolution, ordinance or election), shall accompany requests for the levy of direct assessments. ***–(Name of your Agency)—***warrants that the taxes, fees, or assessments imposed by ***–(Name of your Agency)—***and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

***–(Name of your Agency)—***hereby releases and forever discharges Ventura County and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of ***–(Name of your Agency)—***responsibilities and representations under this Agreement or other action taken by ***–(Name of your Agency)—***in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in and/or pursuant to this Agreement.

***–(Name of your Agency)—***agrees to and shall defend, indemnify and hold harmless Ventura County and its officers, agents 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 ***–(Name of your Agency)—***responsibilities and representations under this Agreement, or other action taken by ***–(Name of your Agency)—***in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in and/or pursuant to this Agreement.

If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, ***– (Name of your Agency) --*** agrees that Ventura County may offset the amount of any judgment paid by any indemnified party from any monies collected by Ventura County on ***– (Name of your Agency) --*** behalf, including property taxes, special taxes, fees, or assessments. Ventura County may, but is not required to, notify ***– (Name of your Agency) --*** of its intent to implement any offset authorized by this paragraph.

1. **TERMS OF AGREEMENT**

Upon execution, this Agreement terminates, supersedes and replaces all prior agreements between Ventura County Auditor-Controller and ***– (Name of your Agency)—***pertaining to the collection of direct assessments. This Agreement shall continue from year to year and shall be subject to cancellation by either party by giving a thirty-day written notice of cancellation to the other party.

1. **AUTHORITY**

The above terms are accepted by ***– (Name of your Agency)*** and the undersigned further certifies that he/she is authorized to sign this Agreement and bind the ***– (Name of your Agency)*** to its terms.

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Authorized Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(PRINT)**

Title:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(PRINT TITLE)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**For Auditor-Controller Use Only**

Approved Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

 **SECTION MANAGER**

Approved Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(PRINT)**