

## AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS

This Agreement For Billing of Direct Assessments (“Agreement”) is made and entered into between the *Ventura County Auditor-Controller and* (“Agency”) to provide the service of placement of direct assessments on the Secured Tax Roll and distribution of collections to the **Agency**.

### I. PROPERTY TAX SERVICES

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

### II. FEES FOR SERVICES

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

- A. A Direct Assessment Line Fee for the original submission will be charged \$0.21 per assessment per parcel set by the County via resolution by the Board of Supervisors at its annual Countywide Rates and Fees public hearing.
- B. For correction or removal of direct assessments requested by the **Agency** after extension of the tax roll, the Ventura County Auditor-Controller will collect \$27.00 per correction or removal. All corrections and removals must be submitted by the third Friday in February.
- C. An administration and collection fee shall be charged in an amount not to exceed one-fourth of 1 percent of amounts collected.
- D. 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 the **Agency**.

### III. 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.

### IV. 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.

### V. 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. The **Agency** warrants that the taxes, fees, or assessments imposed by the **Agency** and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).

The **Agency** hereby releases and forever discharges Ventura 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 **Agency's** responsibilities and representations under this Agreement or other action taken by the **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, including disputes related to lien priority.

The **Agency** further agrees to and shall defend, indemnify and hold harmless Ventura 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 **Agency's** responsibilities and representations under this Agreement, or other action taken by the **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, 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, the **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 the **Agency's** behalf, including property taxes, special taxes, fees, or assessments. Ventura County may, but is not required to, notify the **Agency** of its intent to implement any offset authorized by this paragraph.

## VI. TERMS OF AGREEMENT

Upon execution, this Agreement terminates, supersedes and replaces all prior agreements between Ventura County Auditor-Controller and the **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.

## VII. AUTHORITY

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

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

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

(PRINT)

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

(PRINT TITLE)

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### For Auditor-Controller Use Only

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

SECTION MANAGER

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

(PRINT)