

AGREEMENT FOR COLLECTION OF TAXES
AND SPECIAL ASSESSMENTS

THIS AGREEMENT made and entered into this 2nd day of January, 2015, by and between the COUNTY OF SAN DIEGO, hereinafter referred to as the County, and the California Enterprise Development Authority, hereinafter referred to as the District.

WHEREAS, the parties desire to enter into an agreement whereby taxes and special assessments for the District will be collected by the County at the same time and in the same manner as County taxes are collected and the District will pay to the County the fees for collection hereinafter set forth; and

WHEREAS, Section 29142 of the Government Code provides that when taxes or assessments are collected by a county for any special district, or zone, or improvement district thereof, excluding a school district, the board of supervisors may provide for a collection fee for such services; and

WHEREAS, Section 29304 of the Government Code provides that whenever any special assessment or special assessment taxes are levied upon land or real property by any city, county, district or other public corporation, and the same are to be collected by a County, there shall be added to the amount of the special assessment or special assessment tax an amount fixed by agreement between the county and city, district, public corporation, officer, or body for each special assessment or special assessment tax to be collected; and

WHEREAS, it is recognized that taxes (general and special) are levies imposed on all the taxable property within the jurisdiction of a taxing agency for governmental purposes and no special benefit to the taxpayer need be shown; and

WHEREAS, special assessments are not taxes under the constitution but are levies upon the real property (land or land and improvements) in a district for the purpose of paying for improvements or special services, the amount of the levy being based upon the benefits accruing to the property as a result of the improvements or services; and whether a particular charge is a tax or a special assessment is not governed by the designation thereof in the statute providing therefor but is governed by the nature of the imposition; and

WHEREAS, it is recognized that special assessments may be levied on a fixed charge or dollar amount basis, determined by applying a special assessment rate to a specific lot or parcel in a prescribed area; and

WHEREAS, it is recognized that for collection purposes and for purposes of this Agreement taxes and special assessments may be described in two general classes which will be referred to in this agreement as (a) "ad valorem taxes," based on an ad valorem rate applied to the assessed valuation of the property in a prescribed area, and (b) "fixed charge special assessments," based on a fixed dollar amount levied against each lot or parcel of real property within a prescribed area; and

WHEREAS, the parties to this Agreement desire to provide for the imposition of a collection fee for fixed charge special assessments and for a change in the charge for correction of errors; NOW THEREFORE

The parties hereto agree as follows:

1. Collection Services. The County will collect for the District all District ad valorem taxes and fixed charge special assessments entered on the County's assessment roll and levied by or on behalf of the District, said taxes and assessments to be collected at the same time and in the same manner as County taxes are collected and all laws applicable to the levy, collection and enforcement of County taxes shall be and are hereby made applicable to such taxes and assessments. The County will not collect for the District any ad valorem taxes or fixed charge special assessments against publicly owned property (property owned by any city, district, or governmental agency) not appearing on the County's assessment roll,

2. Collection Fee. No collection fee shall be imposed for ad valorem taxes collected by the County for the District. Unless otherwise provided by law, a collection fee of ten cents (10¢) per parcel shall be imposed for each fixed charge special assessment collected by the County for the collection of such assessment for the District.

3. Transmission of Information.

A. For ad valorem taxes:

- (1) Annually on or before the third Monday in August, (unless an earlier date is specified by law) the County Auditor shall transmit to the legislative body of the District a written statement, showing separately the total value of all property within the District and the total value in each district or portion of the District for which a tax-rate area has been established and in which a different rate of taxation is to be levied. The value shall be ascertained from the assessment roll for the County for the current fiscal year.
- (2) Annually on or before September 1 (unless an earlier date is specified by law) the District, if its legislative body fixes and levies its own tax rates, shall fix and transmit to the County Auditor the rates of ad valorem taxes and special assessments for the District and each portion thereof for which a tax-rate area has been established and for which there is a separate rate. If the Board of Supervisors fixes and levies the tax rates for the District, the district shall transmit to the County Auditor the tax requirements for which the ad valorem rate or rates must be computed by the Auditor and fixed by the Board of Supervisors.
- (3) The County Auditor shall compute and enter on the tax roll the ad valorem taxes at the time and in the manner County taxes are computed and entered.

(4) The taxes so levied shall be collected at the same time and in the same manner as County taxes are collected. If the County Treasurer acts as the treasurer of the District the taxes and special assessments collected shall be paid into the County Treasury to the account of the District; otherwise the taxes collected shall be paid to the District by the County Auditor.

B. For fixed charge special assessment: On or before August 10th of each year (unless an earlier date is specified by law) the District shall certify and deliver to the County Auditor an assessment roll showing the amount of the assessment against each parcel of land (which shall be designated by tax-rate area and assessment number, i.e., parcel number appearing on the County Secured Assessment Roll) to be collected by the County for the District. In cases where the District levies a fixed charge special assessment which is to be collected in installments over a period of years, the District shall compute annually the amount due as to each parcel shown on the County Secured Assessment Roll for the year in which it is to be collected and shall deliver to the County Auditor annually on or before August 10th (unless an earlier date is specified by law) the assessment roll showing the installment against each such parcel of land to be collected by the County for the District.

4. Computation by County. The District shall certify to the County Auditor (1) the ad valorem rates to be applied to the assessed value of property within an established tax-rate area or the tax requirements for which the ad valorem rates must be computed as herein provided; or (2) the fixed charge special assessments in a dollar amount to be applied on each parcel of real property which parcel shall be designated by the assessment (i.e., parcel) number shown on the County Secured Assessment Roll for the year in which the assessment is to be collected. The County will not be required to make any computation other than the application of an ad valorem rate to the assessed value of property within a tax-rate area.

5. Verification by District. It shall be the obligation of the District prior to the time of delivery to the County of the fixed charge special assessment roll to check the County Secured Assessment Roll after it is filed by the County Assessor with the County Auditor (July 1; Revenue and Taxation Code, Section 617) to verify that the parcel numbers on the assessment roll for fixed charge special assessments certified by the District correspond with the assessment (i.e., parcel) numbers shown on the County Secured Assessment Roll; any changes in special assessment data previously certified to the County Auditor by the District which changes occur as a result of such verification shall be certified by the District to the County Auditor no later than August 10.

6. Submission of Data in Machine Readable Form. The performance by the County of the collection function for a charge as provided for in paragraph 2 above is conditioned upon the delivery by the District to the County Auditor of the required data and information for the collection of fixed charge special assessments in such "machine readable form" as may be acceptable to the County Auditor for use in, the County's electronic data processing equipment. In the event the information is not submitted in such machine readable form, the County will reject the data and notify the District to submit in the acceptable machine readable form.

Annually, prior to July 1, the County Auditor will furnish the District with the format of the machine readable information necessary to process the special assessment.

7. Incorrect Information. The County will not be obligated to enter on the County's assessment roll or to collect fixed charge special assessments where the District has furnished incorrect assessment numbers, i.e., assessment or parcel numbers which do not correspond with assessment or parcel numbers shown on the County secured roll to which such assessments are to be added, or where the District has not furnished the information at the time or in the form specified. In such cases the County may return the assessment to the District, if the District determines that the assessment is to be placed on the County secured assessment roll for an ensuing year the District may certify the information to the County between July 1st and August 10th of the ensuing year.

8. Charge for Correction of Errors. After the roll has been delivered by the County Auditor to the County Assessor (on or before the fourth Monday in September; Revenue and Taxation Code, Section 2601) a charge will be made by the County to the District for each fixed charge special assessment, corrected or deleted. Said charge shall be \$15.00 for each account (assessment or parcel number) on the County Secured assessment roll for which there is a deletion or correction, resulting from errors in information or data furnished by the District, such as the furnishing by the District to the County of incorrect amounts or incorrect parcel numbers. The amount of the charges for such corrections will be deducted by the County from the total taxes or special assessments collected by the County for the District.

9. Charge for Sale and Deed to District. The District will pay to the County any expense incurred by the County in the event the County Tax Collector is required to sell or deed lands to the District, rather than to the State, for nonpayment of taxes or assessments (as in the case of irrigation districts pursuant to Water Code § 26600 et seq.).

10. Modification of Collection Fees and Charges. The County reserves the right to increase or decrease any charges herein provided in proportion to any changes in costs incurred by the County in providing the services described herein, provided that written notice of any increase or decrease in charges shall be given by the County to the District on or before May 15 of any year during the term of the Agreement.

11. Term of Agreement. All existing agreements between the County and District pertaining to collection of taxes and special assessments by the County for the District shall be terminated upon the execution of this Agreement. This Agreement shall continue from year to year and shall be subject to cancellation by either party by giving written notice to the other party of cancellation on or before July 1 of any year during the term of this Agreement.

12. Indemnification. The District agrees to defend and indemnify the County, its agents, officers and employees (the "County Parties") from any demands, liability, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, Claims) arising from the County's performance under this Agreement. However, the District shall have no obligation to defend or indemnify the County from any claims if it is

determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of the County or its agents or employees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the first day above written.

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY Russell Wood
SENIOR DEPUTY 12/22/14

COUNTY OF SAN DIEGO

By D. Hill
Clerk of the Board of Supervisors

Date 01/02/15

DISTRICT

By Gurbax Sahota
Gurbax Sahota, Chair

Date 12/8/14

Approved and/or authorized by the
Board of Supervisors of the County of San Diego.
Meeting Date: 8/13/14 Minute Order No. 33
By [Signature] Date: 12/31/14
Deputy Clerk of the Board Supervisors

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