

**AGREEMENT FOR COLLECTION OF SPECIAL
TAXES, FEES, CHARGES AND ASSESSMENTS**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "County" and _____, hereinafter referred to as 'Authority'.

RECITALS

The following recitals are a substantive part of this Agreement:

WHEREAS, the parties desire to enter into an agreement whereby taxes and special assessments for the Authority will be collected by the County at the same time and in the same manner as County taxes are collected and the Authority 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, Authority 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, Section 51800 of the Government Code provides for the County to collect special assessments on County property tax rolls for cities and districts located in the County, and to enter into an agreement regarding the amount of compensation to be paid to the County for the collection of such assessments; and

WHEREAS, when requested by Authority, it is in the public interest that the County collect on the County tax rolls the special taxes, fees, and assessments for Authority.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

AGREEMENT

1. Collection Services. County agrees, when requested by Authority as hereinafter provided, or as required by law, to collect on the County tax rolls the special taxes, fees, and assessments of Authority, and of each zone or improvement district thereof.
2. Transmission of Information. When County is to collect Authority's special taxes and assessments, Authority agrees to notify the Orange County Auditor-Controller of the Assessor's

parcel numbers and the amount of each special tax, fee, or assessment to County, and including, but not limited to, any act of omission or assessment to be so collected.

3. Certification by the Authority. The Authority shall certify to the Orange County Auditor-Controller 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.

4. Verification by Authority. It shall be the obligation of the Authority prior to the time of delivery to the Orange County Auditor-Controller of the fixed charge special assessment roll to check the County Secured Assessment Roll after it is filed by the Orange County Assessor with the Orange County Auditor-Controller to verify that the parcel numbers on the assessment roll for fixed charge special assessments certified by the Authority 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 Orange County Auditor-Controller by the Authority, which changes occur as a result of such verification, shall be certified by the Authority to the Orange County Auditor-Controller.

5. Collection Fee. County will charge the sum of 0.30 percent (0.30%) of the original value for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the Authority.

6. Charge for Revision of Assessment. After the roll has been delivered by the Orange County Auditor-Controller to the Orange County Tax Collector the County will charge the Authority for each fixed charge special assessment changed or deleted. Said charge shall be \$15.00 for each assessment or parcel number placed on the County Secured Assessment Roll. Payment shall be submitted to the Orange County Auditor-Controller with the request for the change or deletion.

7. 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 Authority on or before May 15 of any year during the term of the Agreement.

8. Authority for Levy and Compliance with Law. Authority warrants that the taxes, fees, or assessments imposed by Authority and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Article XIIC and XIID of the California Constitution (Proposition 218).

9. Release. Authority hereby releases and forever discharges 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 Authority's responsibility under this agreement, or other action taken by Authority in establishing a special tax, fee, or assessment and implementing collection of special taxes or assessments as contemplated in this agreement, including but not limited, any required remedial action in the case of delinquencies in such assessment payments or the issuance, sale, or administration of any bonds issued in connection with the Authority's program.

10. Indemnification. Authority agrees to and shall defend, indemnify and save harmless 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 Authority’s responsibility under this agreement, or other action taken by Authority in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessment as contemplated in this agreement, including but not limited, any required remedial action in the case of delinquencies in such assessment payments or the issuance, sale, or administration of any bonds issued in connection with the Authority’s program.

11. Cooperation. Authority agrees that its officers, agents and employees will cooperate with County by answering inquiries made to Authority by any person concerning Authority’s special tax, fee, or assessment, and Authority agrees that its officers, agents and employees will not refer such individuals making inquiries to County officers or employees for response.

12. Assignment. Authority shall not assign or transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by Authority shall be void and shall immediately and automatically terminate this agreement.

13. Term of Agreement. All existing agreements between the County and Authority pertaining to collection of taxes and special assessments by the County for the Authority 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 prior to July 1st of the preceding fiscal year.

14. Waiver. County or Authority’s waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the day and year first above written.

_____,
AUTHORITY

By: _____

Its: _____

COUNTY OF ORANGE

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

_____, Special Counsel to Authority

By: _____

_____, Deputy County Counsel