



DA Account #: 276.40, 276.41

## AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS

This agreement is made and entered into between the *Los Angeles County Auditor-Controller* and **City of Vernon** to provide the service of placement of direct assessments on the Secured Tax Roll and distribution of collections to **City of Vernon**.

### I. PROPERTY TAX SERVICES

Los Angeles County will place direct assessments on the Secured Tax Roll and distribute collections to **City of Vernon** at the same time and in the same manner as Los Angeles County property taxes are collected and distributed. **City of Vernon** will adhere to the policies and procedures established by the Los Angeles County Auditor-Controller as outlined in the Direct Assessment Submission Procedure Manual.

#### Fee for Billing Services

For billing of direct assessments, the Los Angeles County Auditor-Controller shall collect the following charge:

DA Original Submission	\$0.25 per assessment per parcel
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For correction of direct assessments requested by **City of Vernon** after extension of the tax roll, the Los Angeles County Auditor-Controller will collect \$13.00 per correction.

The Los Angeles County Auditor-Controller will charge an additional fee for extended services provided to **City of Vernon** that are outlined in the Auditor-Controller Direct Assessment Submission Procedure Manual.

### II. COLLECTION OF AUDITOR-CONTROLLER FEES

Direct Assessment billing charges are collected once a year, on the December 20<sup>th</sup> advance distribution. Any additional charges are deducted on the next available distribution of monies.

### III. ACCOUNTING SERVICES

The Los Angeles County Auditor-Controller has available a report of direct assessments levied for the tax year by parcel and will be provided to **City of Vernon**. Accounting Services beyond this will be considered extended services and will be subject to additional charges and fees.

### IV. MODIFICATION OF COLLECTION FEES AND CHARGES

The Los Angeles 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 **City of Vernon**.

### V. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW

The authority for such levy, (i.e. resolution, ordinance or election), shall accompany requests for the levy of direct assessments. **City of Vernon** warrants that the taxes, fees, or assessments imposed by **City of Vernon** 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).

**City of Vernon** hereby releases and forever discharges Los Angeles 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 **City of Vernon** responsibility under this agreement or other action taken by **City of Vernon** in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

**City of Vernon** agrees to and shall defend, indemnify and hold harmless Los Angeles 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 **City of Vernon** responsibility under this agreement, or other action taken by **City of Vernon** in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

**City of Vernon** agrees that Los Angeles County may offset the amount of any claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of any of **City of Vernon** responsibility under this agreement, or other action taken by **City of Vernon** in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement incurred or paid by Los Angeles County or by any indemnified party, from any monies collected by Los Angeles County on **City of Vernon** behalf, including property taxes, special taxes, fees, or assessments. Los Angeles County may, but is not required to, notify **City of Vernon** of its intent to implement any offset authorized by this paragraph.

**VI. TERMS OF AGREEMENT**

All existing agreements between Los Angeles County Auditor-Controller and **City of Vernon** pertaining to the collection of direct assessments 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 a thirty-day written notice to the other party of cancellation.

**VII. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS**

This agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The Los Angeles County Auditor-Controller and the **City of Vernon** hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on records required by the Los Angeles County Auditor-Controller for providing the services described herein (e.g., i.e. resolution, ordinance, election records, agency information sheet, or data transmittal) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to agreement.

**AUTHORIZED SIGNEE:**

- Director of Finance     Manager     Authorized Consulting Agent  
 Other (please specify Title): \_\_\_\_\_

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

Authorized Name: \_\_\_\_\_  
**PRINT NAME**

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**For Auditor-Controller Use Only**

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

Approved Name: \_\_\_\_\_  
**PRINT NAME**