

**AGREEMENT FOR STATE-COUNTY
PROPERTY TAX ADMINISTRATION PROGRAM**

This Agreement is entered into this 28th day of June 2005 by and between the County of Marin (County) and the State Department of Finance (State).

W I T N E S S E T H :

WHEREAS, Revenue and Taxation Code Section 95.35 provides that upon recommendation of the Assessor, and by resolution of the Board of Supervisors, the County may elect to participate in the State-County Property Tax Administration Program, administered by the State; and

WHEREAS, the Assessor has consulted with the County Tax Collector and the County Auditor-Controller to discuss the needs of the Property Tax Administration Program during the term of this agreement; and

WHEREAS, in order to participate in the State-County Property Tax Administration Program, the County must enter into an agreement with the State;

NOW, THEREFORE, the parties agree as follows:

1. PERIOD OF AGREEMENT

This Agreement shall commence upon the date of execution by both parties and shall expire one year from that date.

2. GRANT AMOUNT

The State agrees to make available to the County a grant in the amount of \$790,490 for fiscal year 2004-05.

3. COUNTY REQUIREMENTS

The County agrees to use the funds received from the State to enhance the property tax administration system. The County agrees not to use the funds to supplant the Assessor's base year level of funding. The County understands and agrees that in order for the County to be eligible to participate in this State-County Property Tax Administration Program, it must maintain a base staffing, including contract staff, and total funding level in the Assessor's Office, independent of the grant proceeds provided pursuant to this Act, equal to the levels in the 1994-95 fiscal year exclusive of the amounts provided to the Assessor's Office pursuant to item 9100-102-001 of the Budget Act of 1994. In a county in which the 1994-95 fiscal year funding level for the assessor's office was higher than the 1993-94 fiscal year level, the 1993-94 fiscal year staffing and funding levels shall be considered the base year for purposes of this section.

The 1993-1994 fiscal year base funding and staffing levels, as determined by the Assessor's Office and the Chief Administrative Office of the County, which shall be deemed to satisfy this requirement are as follows:

Gross Appropriation	\$3,546,274
Total Budgeted Positions	71
Additional Contract Positions	.5

4. RECEIPT OF FUNDING

In fiscal year 2004-2005, the County shall receive payment of \$790,490 within thirty (30) days after the approval of this agreement by both parties. To participate in the program in fiscal years 2005-2006 through 2006-2007 the County is required to provide written notice to the State. The notice will specify the amount of the grant request and shall be signed by the County's Project Director and Chief Administrative Officer.

The State shall make payment of the approved grant amount within thirty (30) days after receipt of the Auditor-Controller's verified calculations establishing that the County has satisfied its prior year performance requirements as specified in Section 5.

5. SATISFACTORY PERFORMANCE

The County is deemed to have satisfactorily met its performance requirements where the result of the following computations is equal to or exceeds the grant amount received by the County:

- (a) Beginning with the fiscal year 2004-05 roll closure and annually thereafter, the County shall (1) compute, to the extent possible, the total value change in the following categories and (2) add all secured and unsecured personal property and fixture values
 - Transfers
 - New Construction
 - Supplemental value added (estimated at 50% of the transfer and new construction values)
 - Mandatory and non-mandatory audits
 - Proposition 8 Restorations
 - Assessment Appeals values (the difference between the taxpayers' opinion of value and the Assessment Appeals Boards' determinations of values finalized during that fiscal year)

- (b) The total of 5(a) shall be multiplied by a tax rate of 1% to estimate the total property tax revenue impact of these components.
- (c) This revenue amount shall be factored by the percentage which is derived when dividing the grant amount by the Assessor's annual total budget.
- (d) This amount is then factored by the percentage of the schools' share of added revenue.

Where this final result, the schools' share of added revenue, is equal to or greater than the grant amount to the County, the County's performance under this contract shall be deemed met.

6. RENEGOTIATION OF THE DEFINITION OF SATISFACTORY PERFORMANCE

At the request of the County, the State agrees to renegotiate in good faith the definition of satisfactory performance as specified in Section 5, if there is any major misfortune or calamity occurring in the County affecting 1% of the assessable parcels in the County.

7. PROPOSED USE OF GRANT

The County agrees to use the funds received from the State to fund appraisal, clerical and support positions, overtime as needed, and to enhance its property tax administration system, as specified in Exhibit A.

It is understood and agreed that funds received by the County, including accrued interest, pursuant to this program shall be deposited into the Property Tax Administration Program trust fund to be used as required by Revenue and Taxation Code Section 95.35. Any funds remaining in the account at the end of each annual term may be rolled over to the next fiscal year for authorized uses consistent with the provisions of Section 95.35.

It is also understood that upon satisfaction of the terms set forth in Section 5 for each annual grant, the State will have no further claim on these funds provided the County continues to meet the requirements stipulated in Section 3.

However, in the event that the County has not expended all of the grant proceeds, the County may, at its option, return to the State all or a portion of any unspent grant proceeds.

8. FAILURE TO MEET SATISFACTORY PERFORMANCE REQUIREMENTS

The State is not obligated to make the grant in fiscal years 2005-06 through 2006-07 if the County has not satisfied its performance requirements as established in Section 5, or renegotiated the definition of satisfactory performance.

The State may make a grant in any year of this program in a lesser amount than that requested by the County if the State determines that the County would be unable to fully meet its performance requirements as established in Section 5.

9. REPORTING CRITERIA

The County will also provide to the State, by June of the following fiscal year, a report showing the schools' share of added revenue as calculated in Section 5.

10. PROJECT RESPONSIBILITY - COUNTY

County will provide a Project Director who will be responsible for ensuring the objectives under this agreement are met. The Project Director will monitor County performance.

County's Project Director will serve as liaison with the State's Project Director on an as needed basis.

County's Project Director shall provide direction to the State in the areas relating to County policy, and information and procedural requirements.

County's Project Director for this agreement shall be:

John Childers, Assistant Assessor-Valuation
Marin County Assessor's Office
P.O. Box C
San Rafael, CA 94913
415-499-3793

County shall notify the State in writing of any change in the name or address of County's Project Director.

11. PROJECT RESPONSIBILITY - STATE

The State will provide a Project Director who will be responsible for State performance under this agreement. The Project Director shall be a full-time employee of the State.

The State's Project Director for this agreement will be:

Mark Hill, Program Budget Manager
State of California
Department of Finance - Local Government Unit
915 L. Street
Sacramento, CA 95814
(916) 322-2263

The State's Project Director will serve as liaison with County's Project Director on an as needed basis.

The State shall notify the County in writing of any changes in the name or address of the State's Project Director.

12. EXCLUSIVE AGREEMENT

This agreement constitutes the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this agreement.

13. CHANGES AND AMENDMENTS

The County and the State reserve the right to change any portion of the work required under this agreement or to amend such other items and conditions as it may become necessary. Any such revisions shall be accomplished only with the written approval of the Assessor, the County and the State.

14. NOTICES

All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been given if made by hand delivery with signed receipt, or as shown on the receipt when mailed by first-class, registered or certified mail, postage prepaid, addressed to the County and State at their respective addresses designated below or at such other address as County or State shall have furnished in writing to the other.

The designated addresses of respective parties for the purpose of notice are as follows:

COUNTY:

Marin County
Office of the Assessor
P.O. Box C
San Rafael, CA 94913

Attn: John Childers
Assistant Assessor-Valuation

STATE:

State of California
Department of Finance – Local Government
Unit
915 L. Street
Sacramento, CA 95814
Attn: Mark Hill
Program Budget Manager

Marin County
Chief Administrative Office
3501 Civic Center Drive Suite 325
San Rafael, CA 94903

Attn: Matthew Hymel
Chief Assistant County Administrator

IN WITNESS WHEREOF:

The County of _____ Board of Supervisors has caused this agreement to be subscribed by the _____ and the seal of said Board to be hereto affixed and attested by the Executive Officer and Clerk hereof, and the State has caused this agreement to be signed by its duly authorized officer this _____ day of _____, 2002.

COUNTY OF

By _____
Title, Board of Supervisors

ATTEST: Name
Title - Clerk of
the Board of Supervisors

State: State Department of Finance

By _____
Title

By _____
Title

APPROVED AS TO FORM
BY COUNTY COUNSEL:

By _____
Title