

**OLIVEHURST PUBLIC UTILITY DISTRICT**

**RESOLUTION NO. 2329**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE OLIVEHURST PUBLIC UTILITY DISTRICT  
AUTHORIZING AGREEMENT WITH YUBA COUNTY FOR COLLECTION OF SPECIAL  
ASSESSMENTS THROUGH COUNTY TAX ROLL**

WHEREAS, the Olivehurst Public Utility District (District) desires to be the recipient of certain services from COUNTY; and

WHEREAS, District AGENCY and COUNTY wish to enter into an agreement whereby the services to be provided, the conditions under which the services are to be provided and the compensation, if any, to COUNTY for services provided shall be stipulated and binding upon the parties who do so agree; and

WHEREAS, services to the District include the collection and distribution of special assessments

WHEREAS, Section 29304 of the Government code, provides that COUNTY can collect and cost of collecting assessments for Agency;

WHEREAS, the District Board of Directors agree with services provided by Yuba County in Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Olivehurst Public Utility District as follows:

The Board authorizes the execution of agreement shown as Exhibit A.

**PASSED AND ADOPTED** this 19th day of July 2018.


OLIVEHURST PUBLIC UTILITY DISTRICT

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
District Clerk & ex-officio Secretary

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

  
Deirdre Joan Cox Legal Counsel

\* \* \* \* \*

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted and passed by the Board of Directors of the Olivehurst Public Utility District, Yuba County, California, at a meeting thereof held on the 19th day of July 2018, by the following vote:

AYES, AND IN FAVOR THEREOF :

NOES : None.

ABSTAIN : None.

ABSENT : None.

\_\_\_\_\_  
District Clerk & ex-officio Secretary

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted and passed by the Board of Directors of the Olivehurst Public Utility District, Yuba County, California, at a meeting thereof held on the 19th day of July 2018, by the following vote:

AYES, AND IN FAVOR THEREOF : Director Burbank, Carpenter, Floe, and White.  
NOES : None.  
ABSTAIN : None.  
ABSENT : Director Griego



District Clerk & ex-officio Secretary

## EXHIBIT A

### AGREEMENT

This AGREEMENT is entered into by and between the County of Yuba, Auditor-Controller, herein after referred to as COUNTY and Olivehurst Public Utility District, hereinafter referred to as AGENCY.

#### WITNESSETH:

WHEREAS, AGENCY desires to be the recipient of certain services from COUNTY; and

WHEREAS, AGENCY and COUNTY wish to enter into an agreement whereby the services to be provided, the conditions under which the services are to be provided and the compensation, if any, to COUNTY for services provided shall be stipulated and binding upon the parties who do so agree; and

WHEREAS, services to AGENCY include the collection and distribution of special assessments.

WHEREAS, Section 29304 of the Government *code*, provides that COUNTY can collect and cost of collecting assessments for  
Agency;

NOW, THEREFORE, the parties hereto agree as follows: I.

#### PROPERTY TAX RELATED SERVICES

##### A. Collections

COUNTY will collect for AGENCY all fixed charge benefit assessments based on benefit conferred to each parcel without regard to assessed valuation.

Said assessments shall be collected at the same time and in the same manner as COUNTY taxes are collected and all laws applicable to the levy and collection of COUNTY taxes shall be and are hereby made applicable to such assessments.

##### B. Fee for Collection Services

Except when compensation is otherwise provided by law such as for 1915 Act assessments and bonds (Streets & Highways Code Section 8682L COUNTY will collect fees as follows:

1. For collection for all fixed charge benefit assessments for AGENCY, COUNTY shall collect \$ .20 cents per assessment per parcel.
2. In addition, for any extended services requested by AGENCY, COUNTY may charge a

fee sufficient to recover actual costs.

COUNTY hereby certifies that the fees charged are for the purpose of recovering costs attributable to the service provided and that said fees do not exceed costs of providing said service.

C. Method of Collection

1. Fixed Charge Benefit Assessments

At the time fixed charge benefit assessments are entered on the tax roll the County Auditor will calculate the amount due to the COUNTY from AGENCY as follows:

Twenty cents per parcel \$.20.

The total amount due to the COUNTY will be deducted in two equal installments. If your Agency is part of the Teeter plan, the deduction will occur in December and April of each tax year. For Non-Teeter Agencies the deduction will occur in January and May of each tax year.

2. Extended Services

COUNTY charges for extended services not included in the regular rates may be directly billed to AGENCY.

D. Transmission of Information

1. On or before August 10, AGENCY shall certify and deliver to the County Auditor a listing showing, as a minimum, the amount of the assessment against each parcel which shall be designated by assessment number, (i.e. parcel number appearing collected by COUNTY for AGENCY.

2. It shall be the obligation of AGENCY, prior to the time of delivery to COUNTY of the fixed charge benefit assessments roll, to verify that the parcel numbers on the assessment roll for fixed charge benefit assessments certified by AGENCY correspond benefit assessments (i.e., parcel) numbers shown on the County Secured Assessment Roll. AGENCY shall, as between itself and COUNTY, be responsible for the indemnify and hold COUNTY harmless against and from any and all claims by third parties which are related in any way to the services provided by the COUNTY for the AGENCY'S benefit pursuant to this Agreement. Any changes in special assessment data previously certified to the County Auditor by AGENCY shall be certified by AGENCY to the County Auditor no later than August 31.

3. Requests for the levy of fixed charge special assessment shall be accompanied by a resolution of AGENCY stating the following:

(1) That AGENCY has complied with all laws pertaining to the levy of the particular assessment;

(2) That the charge being levied is in accordance with benefit conferred to

each parcel without regard to assessed valuation; and

- (3) The purpose of the fixed charge benefit assessment.
- (4) Requests for the levy of fixed charge special assessments shall be accompanied by a summary statement of the total number of assessments and the total charges.

II. MODIFICATION OF COLLECTION FEES AND CHARGES

COUNTY reserves the right to increase or decrease any charges herein provided in proportion to any changes in costs incurred by COUNTY in providing the services described herein, provided that written notice of any increase or decrease in charges shall be given by COUNTY to AGENCY on or before June 1, of any year the term of Agreement.

III. NO CHANGE IN LIABILITY

It is the purpose and intent of the parties not to change their existing legal responsibilities and relationships by virtue of this agreement. The purpose of this agreement is to establish the fees herein set forth together with description and scheduling of the tasks to be accomplished by each party which are in accordance with existing provisions of law.

IV. TERM OF AGREEMENT

All existing agreements between COUNTY and AGENCY pertaining to collection of special assessments by COUNTY for AGENCY 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.

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

COUNTY OF YUBA

By: \_\_\_\_\_

\_\_\_\_\_  
Auditor-Controller

AGENCY

By: Karin Helvey

Financial Manager  
Title