

(Note: Must be submitted on agency letterhead.)

DA Account #:

AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS

This agreement is made and entered into between the *Los Angeles County Auditor-Controller* and – **(Name of your Agency)**—to provide the service of placement of direct assessments on the Secured Tax Roll and distribution of collections to – **(Name of your Agency)**—.

I. PROPERTY TAX SERVICES

Los Angeles County will place direct assessments on the Secured Tax Roll and distribute collections to – **(Name of your Agency)**—at the same time and in the same manner as Los Angeles County property taxes are collected and distributed. –**(Name of your Agency)**—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

For correction of direct assessments requested by – **(Name of your Agency)**—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 – **(Name of your Agency)**—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 20th 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 ~~–(Name of your Agency)–~~. 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 ~~–(Name of your Agency)–~~.

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. ~~–(Name of your Agency)–~~warrants that the taxes, fees, or assessments imposed by ~~–(Name of your Agency)–~~and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).

~~–(Name of your Agency)–~~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 ~~–(Name of your Agency)–~~responsibility under this agreement or other action taken by ~~–(Name of your Agency)–~~in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

~~–(Name of your Agency)–~~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 ~~–(Name of your Agency)–~~responsibility under this agreement, or other action taken by ~~–(Name of your Agency)–~~in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

VI. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW (cont.)

If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, – **(Name of your Agency)** -- agrees that Los Angeles County may offset the amount of any judgment paid by Los Angeles County or by any indemnified party from any monies collected by Los Angeles County on – **(Name of your Agency)** -- behalf, including property taxes, special taxes, fees, or assessments. Los Angeles County may, but is not required to, notify – **(Name of your Agency)** -- of its intent to implement any offset authorized by this paragraph.

VII. TERMS OF AGREEMENT

All existing agreements between Los Angeles County Auditor-Controller and – **(Name of your Agency)**—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.

Authorized Signature: _____ Date: _____
(e.g. DIRECTOR OF FINANCE/MANAGER)

Authorized Name: _____
(PRINT NAME)

For Auditor-Controller Use Only

Approved Signature: _____ Date: _____
SECTION MANAGER

Approved Name: _____
(PRINT NAME)