

MODEL AGREEMENT FOR COLLECTION OF STATE RESPONSIBILITY AREA FEES

THIS MODEL AGREEMENT FOR COLLECTION OF STATE RESPONSIBILITY AREA FEES (this “Agreement”) is made and entered into as of this _____ day of _____, 2004, by and between the COUNTY OF _____, a political subdivision of the State of California (“County”) and the State of California, through its California Department of Forestry and Fire Protection, a division of the State of California (“Department”).

WHEREAS, state law authorizes the County to recover its collection costs when the County collects taxes, fees, or assessments; and

WHEREAS, the County is required by Public Resources Code Section 4139 to collect State Responsibility Area (“SRA”) fees at the same time and in the same manner as secured property taxes imposed on parcels subject to real property tax.

NOW, THEREFORE, IT IS AGREED by and between the County and the Department as follows:

1. The Department through its Designated Fee Administrator (Shilts Consultants Incorporated) agrees to determine which parcels are subject to the benefit fee imposed by PRC 4139, and to notify and to deliver to the Auditor-Controller of the County on or before the County’s deadline for levy submittals (_____) of the Assessor’s parcel numbers and the amount of each fee to be added to the tax bill in a form prescribed by the Auditor-Controller.

2. The County agrees, when notified by the Department as provided, to collect said fees on the County tax rolls.

3. Because tax bills may be generated for parcels subject to the Department’s fees that are otherwise exempt from real property taxation or for which no tax bill is otherwise generated, unpaid fees on such parcels may be removed from the roll if they become delinquent, and the charge referred to the Department for further collection efforts.

4. The County may charge the Department a one-time start-up amount for the SRA fee of up to \$500. In addition, the County may charge the Department its current charge for levy submittal and collections, but not to exceed the sum of sixty cents (\$0.60) per parcel, per SRA fee submitted by the Department and enrolled on the County tax roll. Bills will be submitted directly to CDF on or about

December 15, 2004 and CDF agrees to process bills to the State Controller within 30 days of receipt. Bills should be sent to: Russ Greenlee, Departmental Accounting Manager, P.O. Box 944246, Sacramento, CA 94244-2460.

5. The County will distribute revenue collected for the Department under this Agreement at the same time and in the same manner that it distributes the proceeds of other special taxes, assessments, and fees to special districts in the County. The State Fund number is 3063. The County will remit collected funds using a County Remittance Advice (Form TC 31) with a warrant payable to the State Treasurer. Remittances will be sent to the State Treasurer, P.O. Box 942809, Sacramento, 94209-0001, Attention Treasury Teller. Questions can be addressed to the Financial Services Section of the State Treasurer at (916) 653-2917.

6. The Department agrees that its officers, agents and employees will cooperate with the County to answer inquiries made to the Department by any person concerning the Department's fees on the roll, and the Department agrees that its officers, agents and employees will not refer such individuals making inquiries to the County officers or employees for response. The Department or its agents may contact County officers, agents, and employees for information to respond to taxpayer concerns. The Department will provide a phone number for the County to place on tax bills for taxpayers to contact with any questions concerning the Department's charge.

7. All notices or other correspondence regarding this Agreement shall be addressed as follows:

TO: COUNTY:

TO: DEPARTMENT: Dean Cromwell (or his designee)

CDF SRA Fee Project Manager

PO. Box 944246

Sacramento, CA 94244-2460

8. This Agreement shall be effective for the 2004-05 fiscal year only.

9. The Agreement may be amended at any time by written agreement of the parties.

10. The County's or Department'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.

11. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be legally invalid and unenforceable and such decision becomes final, the parties to this Agreement shall use their best efforts to agree on necessary revisions to this Agreement that will best further the intent of the parties in entering into this Agreement.

12. This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

13. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

14. The undersigned represents and warrants that he or she is authorized to execute this agreement on behalf of the party that he or she represents, and does so by the signature and on the date indicated below.

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

California Department of Forestry and Fire Protection

By:

Date:

County Auditor/Controller

By:

Date: