

**AGREEMENT FOR THE COLLECTION BY THE COUNTY OF MENDOCINO OF THE 2024
WATER SYSTEM UPGRADE AND SUSTAINABILITY ASSESSMENT LEVIED BY THE IRISH
BEACH WATER DISTRICT**

This Agreement is entered into by and between the COUNTY OF MENDOCINO (hereinafter referred to as "COUNTY"), a political subdivision of the State of California and IRISH BEACH WATER DISTRICT (hereinafter referred to as "DISTRICT"), a special district of the State of California located in the County of Mendocino.

WHEREAS, DISTRICT is a city, school district, special district, or other legal entity located in the COUNTY, and desires that the COUNTY collect and distribute its special assessments; and

WHEREAS, DISTRICT certifies that it is authorized by law to levy special assessments upon land or real property within the County of Mendocino; and

WHEREAS, the Board of Directors of the DISTRICT established a new Proposition 218 assessment pursuant the California Water Code § 36550 et seq. and 37200 et seq. and California Constitution Article XIID known as the 2024 Water System Upgrade and Sustainability Assessment of the Irish Beach Water District, for the purpose of funding the cost of installation, maintenance and servicing of public improvements; and

WHEREAS, DISTRICT has requested collection of the 2024 Water System Upgrade and Sustainability Assessment in the same manner as ordinary county ad valorem taxes including a list of parcels and the amount to be collected for each parcel; and

WHEREAS, Government Code sections 29304 and 51800, and California Water Code section 37209 authorize the COUNTY to recoup its collection costs when the County collects taxes, fees, or assessments for any special district, school district, zone, or improvement district; and

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. COUNTY agrees, when requested by DISTRICT as hereinafter provided to collect on the County tax rolls the special taxes, fees, and assessments of the DISTRICT except that special taxes, fees, or assessments will not be placed on parcels which are low value exempt, public utilities, government-owned, or do not receive tax bills for some other reason.
2. When COUNTY is to collect DISTRICT's special taxes, fees, and assessments, DISTRICT agrees to notify in writing the COUNTY Auditor on or before the 10th day of August of each fiscal year of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to be so collected. Any such notice, in order to be effective, must be received by the COUNTY Auditor by said date.
3. Unless otherwise set by law, COUNTY may charge DISTRICT a sum equal to two percent (2%) of the amount levied by the COUNTY (hereinafter "COLLECTION FEE") for the reasonable costs incurred by COUNTY for collection of assessments and such COLLECTION FEE will be deducted from payment made to DISTRICT for each special assessment.

4. DISTRICT warrants that the taxes, fees, or assessments imposed by DISTRICT 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 (i.e., Proposition 218).
5. DISTRICT hereby releases and forever discharges 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 DISTRICT's responsibility under this Agreement, or other action taken by DISTRICT in establishing a special tax, fee or assessment and implementing collection of special taxes, fees, or assessments as contemplated by this Agreement.
6. The COUNTY and its Auditor-Controller/Treasurer-Tax Collector has not determined the validity of the fees or assessments to be collected pursuant to this Agreement, and the undersigned DISTRICT hereby assumes any and all responsibility for making such determination. The undersigned DISTRICT agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, and agents from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement or the imposition of taxes or assessments collected pursuant to this Agreement, and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except when such indemnification is prohibited by law.
7. DISTRICT shall not assign or delegate any portion or interest of this Agreement and any such assignment or delegation shall be null and void.
8. This Agreement shall continue from year to year and shall be subject to termination by either party for any reason upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, pursuant to the authorization of the respective governing bodies of the parties hereto, COUNTY and DISTRICT have caused this Agreement to be executed from the date this Agreement becomes fully executed by all parties.

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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

 07/15/2025
DEPARTMENT HEAD DATE

Budgeted: N/A
Grant: Yes No

COUNTY OF MENDOCINO

By: 
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

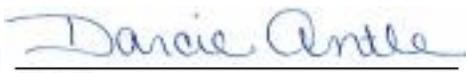
By: 
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: 
Deputy 07/29/2025

INSURANCE REVIEW:

By: 
Risk Management

Date: 07/15/2025

UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY DISTRICT

By: See Page 3B

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Irish Beach Water District
PO Box 67
Manchester, CA 95459

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

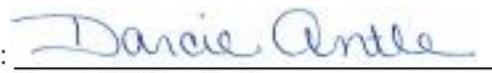
COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: 
COUNTY COUNSEL

Date: 07/15/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 07/15/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed N/A

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: Special District

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

See Page 3A

DEPARTMENT HEAD _____ DATE _____

Budgeted: Yes No

Budget Unit: _____

Line Item: _____

Grant: Yes No

Grant No.: _____

COUNTY OF MENDOCINO

By: See Page 3A

JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: See Page 3A

Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: See Page 3A

Deputy

INSURANCE REVIEW:

By: See page 3A

Risk Management

Date: _____

IRISH BEACH WATER DISTRICT

By: ^{Signed by:}
Thomas Ottoboni
OB4539CZ10934ED...

Date: 7/15/2025

NAME AND ADDRESS OF AGENT:

Thomas Ottoboni, Treasurer
Irish Beach Water District
PO Box 67
Manchester, CA 95459

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: See Page 3A

COUNTY COUNSEL

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: See Page 3A

Deputy CEO or Designee

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed _____

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: _____