

**AGREEMENT FOR THE COLLECTION BY THE COUNTY OF MENDOCINO OF THE
GROUNDWATER SUSTAINABILITY FEE LEVIED BY THE UKIAH VALLEY BASIN
GROUNDWATER SUSTAINABILITY AGENCY**

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 UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY (hereinafter referred to as "AGENCY"), a Joint Powers Authority located in the County of Mendocino.

WHEREAS, AGENCY 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, AGENCY 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 AGENCY established a fee known as the Groundwater Sustainability Fee pursuant to California Water Code section 10730 for the purpose of funding a groundwater sustainability program, including implementation of the Ukiah Valley Basin Groundwater Sustainability Plan; and

WHEREAS, AGENCY has requested collection of the Groundwater Sustainability Fee 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 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 AGENCY as hereinafter provided to collect on the County tax rolls the special taxes, fees, and assessments of the AGENCY 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 AGENCY's special taxes, fees, and assessments, AGENCY 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 AGENCY 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 AGENCY for each special assessment as part of the Teeter process.
4. AGENCY warrants that the taxes, fees, or assessments imposed by 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 (i.e., Proposition 218).

5. AGENCY 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 AGENCY's responsibility under this Agreement, or other action taken by AGENCY 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 taxes or assessments to be collected pursuant to this Agreement, and the undersigned AGENCY hereby AGENCY any and all responsibility for making such determination. The undersigned AGENCY 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. AGENCY 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 AGENCY 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:

[Signature]
DEPARTMENT HEAD

DATE

08/12/2024

Budgeted: Yes No

Budget Unit:

Line Item:

Grant: Yes No

Grant No.:

UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

By: *[Signature]*

08/12/2024

NAME AND ADDRESS OF CONTRACTOR:

Ukiah Valley Basin Groundwater
Sustainability Agency
340 Lake Mendocino Drive
Ukiah, CA 95482

COUNTY OF MENDOCINO

By: *[Signature]*
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 09/10/2024

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.

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: *[Signature]*
Deputy 09/10/2024

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: *[Signature]*
Deputy 09/10/2024

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: *[Signature]*
COUNTY COUNSEL

Date: **08/12/2024**

INSURANCE REVIEW:

By: *[Signature]*
Risk Management

Date: **08/12/2024**

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *[Signature]*
Deputy CEO or Designee

Date: **08/12/2024**

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: Located within city limits in Mendocino County