

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

853



FORM APPROVED COUNTY COUNSEL 5/26/16
BY: GREGORY P. PRIAMOS DATE

FROM: County Auditor Controller

SUBMITTAL DATE:
5/11/16

SUBJECT: Agreement for the collection of taxes and provision of financial services for the Golden State Finance Authority, a Joint Powers Authority (JPA). [Districts: ALL] [On Going Cost \$650]: Special Assessments

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached agreement between the County of Riverside and Golden State Finance Authority, a Joint Powers Authority.

BACKGROUND:

Summary

The attached agreement (Attachment "A") between the County of Riverside and Golden State Finance Authority, a Joint Powers Authority (Agency), specifies the respective responsibilities of the parties regarding the collection of taxes and special assessments and the provision of accounts payable services by the Auditor-Controller. Related costs are recoverable by the County from district/agency requests.


PAUL ANGULO, CPA, M.A.
County Auditor-Controller

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 150	\$ 175	\$ 0	\$ 650	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Special Assessments				Budget Adjustment: No	
				For Fiscal Year: 2015-16	

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 3-42 12/15/15 | District: ALL | Agenda Number:

3-8

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Golden State Finance Authority, (a Joint Powers Authority)**

DATE: 5/11/16

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

Golden State Finance Authority (GSFA) is a joint powers authority and was formerly known as California Rural Home Mortgage Finance Authority (CRHMFA) Homebuyers Fund (CHF) when their Board of Directors voted to the official name change in January 2016. They contract with YGRENE Energy Fund CA LLC to serve as the program administrator and to operate the Ygrene Works for California PACE financing programs established under legislative authority or two separate California PACE laws (SB 555 PACE and AB 811 PACE):

- SB555 amended the Mello-Roos Community Facilities Act to allow for the creation of Community Facility District's (CFD) for the purpose of financing or refinancing the acquisition, installation, and improvement and energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or public-owned real property.
- AB 811 authorized cities and counties to establish voluntary contractual assessment programs for the purpose of financing property improvements that promote renewable energy generation and water efficiency and electric vehicle charging infrastructure.

Riverside County is an associate member of the California Home Finance Authority (CHF) (AKA: Golden State Financing Authority). As a member, the Riverside County Board of Supervisors approved agenda item 3-42 on December 15, 2015, that adopted Resolution 2015-01 CFD and Resolution 2015-262 consenting to the inclusion of properties within the County's unincorporated area in CHF CFD 2014-01 and in the CHF PACE Program to finance renewable energy generation, energy efficiency, water conservation and electric vehicle charging infrastructure improvements.

Impact on Citizens and Businesses

Approval of the collection agreement permits Golden State Finance Authority to levy taxes and special assessments on county tax bills and provide additional renewable energy funding options to the property owners in unincorporated areas of Riverside County. There is a potential stimulus to the business community as this has the potential to increase construction projects.

Supplemental:

Additional Fiscal Information

The passage of this agreement will not affect county finances.

ATTACHMENTS:

- A. Agreement (3 copies for signatures)

AGREEMENT

This Agreement is made and entered into this 22nd day of February, 2016, by and between the County of Riverside, hereinafter referred to as COUNTY, and Golden State Finance Authority, a joint powers authority, hereinafter referred to as AGENCY.

WITNESSETH:

WHEREAS, AGENCY is a joint powers authority, whose members or associate members include the County and cities located in the County and as such 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 the AGENCY may include provision of valuation statements for the purpose of computing tax rates for debt service, provision of roll information for the purpose of computing fixed charge amounts, computation of tax rates where fixed and levied by the Board of Supervisors, collection and distribution of ad valorem taxes and special assessments, maintenance of AGENCY funds in the County Treasury and maintenance of Accounts Payable function which may include Payroll; and

WHEREAS, statutory provisions, including Section 29142, 27013 and 29304 of the Government Code, provide the COUNTY can collect the cost of collecting taxes and handling funds for public agencies.

NOW, THEREFORE, the parties hereto agree as follows:

I. PROPERTY TAX RELATED SERVICES

A. Collections

COUNTY will collect for AGENCY:

1. All ad valorem taxes or special assessments allowable under Section 1b, Article XIII A of the Constitution of the State of California.
2. All general purpose taxes due AGENCY through the 1% rate allowable under Section 1a, Article XIII A of the Constitution of the State of California.
3. All fixed charge special assessments based on benefit conferred to each parcel without regard to assessed valuation.

Said taxes and 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, collection and enforcement of COUNTY taxes shall be and are hereby made applicable to such taxes and assessments. COUNTY will not collect for AGENCY any ad valorem taxes or assessments against publicly owned property nor any other property not appearing on the COUNTY assessment roll.

B. Fee for Collection Services for Services Provided

COUNTY will collect fees as follows:

1. For collection of ad valorem taxes and special assessments by COUNTY in excess of the general purpose rate for AGENCY, excepting school districts and cities, the COUNTY shall collect 1/4 of 1% of the ad valorem tax amount collected and distributed.
2. For collection of all general purpose taxes under the 1% ad valorem rate for AGENCY, excepting school districts and cities, COUNTY shall collect 1/4 of 1% of the ad valorem tax amount collected and distributed.
3. For collection of special assessments for Citrus Pest Control, COUNTY shall collect 1/4 of 1% of the special assessment amount collected and distributed.

4. For accounting services related to the processing of fixed charge special assessments, COUNTY shall collect \$130.45 per Enrollment/Correction batch and \$ 0.09 per assessment per parcel on those funds on which charges are placed in the current tax year. In addition, COUNTY shall collect \$ 0.33 per assessment per parcel for the Treasurer services.
5. For corrections after extension of the tax roll on the fixed charge special assessments requested by AGENCY, COUNTY will collect \$53.53 per manual correction and \$160.50 per batch and \$ 0.09 per parcel for automated batch correction. A correction consists of a charge per parcel, per fund, per year.
6. For the correction of fixed charge special assessments requested by AGENCY resulting in a corrected bill to be mail the Tax Collector's office shall collect \$7.94 per assessment per parcel.
7. In addition, for any extended services requested by the 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 Ad Valorem Taxes and Special Assessments

1. Beginning July 1, of this fiscal year and for all tax distributions thereafter, the County Auditor will deduct 1/4 of 1% of the total ad valorem taxes and special assessments due AGENCY, excepting school districts and cities and deposit that amount to the County General Fund.
2. Beginning July 1, and for all tax distributions thereafter, the County Auditor will deduct 1/4 of 1% of the total special assessment

amount due the Citrus Pest Control District and deposit that amount to the County General Fund.

3. Fixed Charge (Enrollment) Benefit Assessments

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

\$130.45 per batch + \$.09 per parcel per assessment + \$0.33 per parcel per assessment for Treasurer services for which a charge is requested.

The total amount due COUNTY will be deducted from the amount due AGENCY for the settlement of the first installment of Current Secured Taxes.

4. Correction of (Enrollment) Benefit Assessments

The fee is \$ 0.09 per parcel per assessment correction requested by AGENCY. Correction processed will be deducted from amount due AGENCY for the settlement of the first installment of Current Secured Taxes.

5. Extended Services

COUNTY charges for extended services not included in the regular rates may be directly billed to AGENCY or deducted from taxes due AGENCY.

D. Transmission of Information

1. For Ad Valorem Taxes and Special Assessments

- a. Annually as soon as possible after August 1, the County Auditor shall transmit to the legislative body of AGENCY a written statement, showing separately the total value of all

property within the AGENCY and the total value in each district or portion of the AGENCY for which a different rate of taxation is to be levied. The value shall be ascertained from the assessment books of COUNTY for the current fiscal year.

- b. Annually on or before September 1, AGENCY, if its legislative body fixes and levies its own tax rates, shall fix and transmit to the County Auditor the rates of ad valorem taxes and special assessments for the AGENCY by fund for each fund for which there is a separate rate. If the Board of Supervisors fixes and levies the tax rates for AGENCY, AGENCY shall transmit to the County Auditor the tax requirements by fund for each fund for which the ad valorem rate or rates must be computed by the Auditor and fixed by the Board of Supervisors.

The County Auditor shall compute and enter on the tax roll the ad valorem taxes and special assessments allowable under Section 1b, Article XIII A of the State Constitution, at the time and in the manner he computes and enters COUNTY taxes.

The taxes and special assessments so levied shall be collected at the same time and in the same manner as COUNTY taxes are collected. For AGENCIES for which the County Treasurer acts as the depository of AGENCY funds, the taxes and special assessments collected shall be paid into the County Treasury to the account of that AGENCY; otherwise the taxes and special assessments collected shall be paid to AGENCY by County warrant.

- c. Rates submitted by AGENCIES which are fixed by their Legislative Bodies and Tax Requirements submitted by AGENCIES whose rates are fixed by the Board of Supervisors must be accompanied by a resolution certifying the following:

1. that all legal requirements involving the establishment of the tax rates have been met.
 2. the purpose of the levy, such as the bond issue being paid and the general use of the bond proceeds.
 3. that the imposition of the levy complies with the limitations imposed by Section 1b, Article XIII A of the State Constitution.
- d. Rates submitted by AGENCIES which are fixed by their Legislative Bodies and Tax Requirements submitted by AGENCIES whose rates are fixed by the Board of Supervisors shall include the County Auditor's Tax Apportionment Fund Number opposite the AGENCY name.
2. For Fixed Charge Special Assessments
- a. If AGENCY makes a request for a certified copy of a portion of the County Secured assessment roll on or before January 1, the Assessor shall comply with such request on or before July 1, as provided under Section 647 of the Revenue and Taxation Code.
 - b. On or before August 10, AGENCY shall certify and deliver to the County Auditor an assessment roll showing the amount of the assessment against each parcel which shall be designated by assessment number, (i.e., parcel number appearing on the County Secured Assessment Roll) to be collected by the COUNTY for AGENCY.
 - c. In cases where AGENCY levies a fixed charge special assessment which is to be collected in installments over a period of years, AGENCY shall compute annually the amount due as to each parcel shown on the County Secured

Assessment Roll for the year in which it is to be collected and shall deliver to the County Auditor, annually on or before August 10, the assessment roll showing the installment against each such parcel to be collected by COUNTY for AGENCY.

- d. It shall be the obligation of AGENCY prior to the time of delivery to the COUNTY of fixed charge special assessment roll to check the County Secured Assessment Roll after it is filed by the County Assessor with the County Auditor (July 1, Revenue and Taxation code, Section 617) to verify that the parcel numbers on the assessment roll for fixed charge special assessments certified by AGENCY correspond with the assessment (i.e., parcel) numbers shown on the County Secured Assessment Roll. 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 20.
- e. The collection of fixed charge special assessments by COUNTY is conditioned upon the delivery by AGENCY to the County Auditor the required data and information for the collection in such "machine readable form" as may be acceptable to the County Auditor for use in the County's electronic data processing equipment. In the event the information is not submitted in such machine readable form, the COUNTY may charge in accordance with Section I.B.6. of this Agreement. Annually, prior to July 1, the County Auditor will furnish AGENCY with the format requirements.
- f. Requests for the levy of fixed charge special assessments shall be accompanied by a resolution or certification 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.
 3. the purpose of the fixed charge special assessment.
- g. 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 by the County Auditor's fund number.
 - h. The Agency shall be solely liable and responsible, and will defend, indemnify and hold the County and this office harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees charges or taxes placed on the roll for the Agency by the County.

II ACCOUNTING SERVICES

A. For AGENCIES which maintain funds in the County Treasury, COUNTY will provide the following services:

1. Upon order of the County Auditor, COUNTY will deposit all funds due AGENCY to AGENCY'S account.
2. The County Treasurer will credit AGENCY with interest earned, net of the Treasurer's administrative charge made pursuant to Section 27013 of the Government Code, on AGENCY funds deposited with the County Treasurer based on the AGENCY, funds average daily balance on a quarterly basis beginning July 1 of each year.
3. COUNTY shall issue warrants for AGENCY as required.

4. Under arrangement with County Auditor, COUNTY may issue payroll warrants for AGENCY on a bi-weekly or a monthly basis. The issuance of warrants by COUNTY for AGENCY is contingent upon the availability of sufficient funds in AGENCY'S account in the County Treasury.

B. Fees for Accounting Services

1. For each regular warrant issued by COUNTY on request of AGENCY, COUNTY shall collect a fee of \$6.10.
2. For each payroll warrant issued by COUNTY on request of AGENCY, COUNTY shall collect a fee of \$17.96.
3. For any extended services which may be provided, COUNTY shall collect a fee to cover the actual cost of the service. Any such fee shall be set by COUNTY with concurrence of AGENCY in advance of the provision of said service.
4. COUNTY shall collect the fees included in this section for all processing beginning with execution of said Agreement.

C. Method of Collection

Semi-annually, in January and in July, COUNTY shall account for all services provided AGENCY under Section II B for the preceding six-month period. COUNTY shall calculate the amount due COUNTY from AGENCY and transfer the dollar amount due from AGENCY'S General Fund to the County General Fund.

COUNTY shall provide AGENCY with a statement of the services provided and the amount collected.

D. Transmission of Information

1. For each regular warrant and "manual warrant" requested, AGENCY shall provide COUNTY with a valid "Payment Voucher" in

the format prescribed by the County Auditor-Controller and signed by an authorized designee of the Board of AGENCY.

2. Monthly, COUNTY shall provide AGENCY a statement of all activities in AGENCY'S cash account. In addition, COUNTY shall provide AGENCY with a statement of appropriations and expenditures and a statement of revenue, where applicable. Statement shall include year-to-date balances.
3. The provision of payroll warrants by COUNTY is conditioned upon the delivery by AGENCY to the County Auditor-Controller of the completed pay schedule for each employee, including hours worked, rate of pay and benefits and miscellaneous deductions applicable. This information shall be provided timely and in accordance with the specifications of the County Auditor-Controller. Annually, prior to July 1, COUNTY shall provide AGENCY with a statement of specifications for payroll processing which shall include dates for submission of timely payroll information.
4. For AGENCIES receiving payroll services, COUNTY shall provide a monthly statement of earnings, benefits and miscellaneous deductions by employee, summarized by fund and including year-to-date balances by fund. COUNTY shall provide necessary statements and settlements with outside AGENCIES where applicable, including W-2 forms, payment of employee and employer shares of Social Security Contributions from AGENCY funds, etc.

III. 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 July 1 of any year during the term of the Agreement.

IV. 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.

V. TERMS OF AGREEMENT

All existing agreements between COUNTY and AGENCY pertaining to collection of taxes and special assessments and accounting services 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 January 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 RIVERSIDE

By: _____
Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: Dale A Gardner DATE 5/26/14
DALE A. GARDNER DATE

ATTEST:

By: _____
Kecia Harper-Ihem, Clerk

Golden State Finance Authority JPA

By: 

Craig Ferguson,
Assistant Secretary