



COUNTY OF SANTA CRUZ

ROBERT C. PETERSEN, ASSESSOR
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October 9, 2000

Agenda: October 24, 2000

Board of Supervisors
 County of Santa Cruz
 701 Ocean St.
 Santa Cruz, CA 95060

Joint Powers Agreement Approval Between California Counties Cooperative Audit Services Exchange

Dear Members of the Board:

The California Revenue and Taxation Code requires a mandatory audit once every four years of companies possessing \$400,000 or more of assessable business property. To meet this requirement, I send auditor-appraisers to corporate headquarters located throughout the country to examine financial records and perform audits of assets reported annually on the Business Property Statement.

The California Counties Cooperative Audit Services Exchange (CCCASE) is a statewide cooperative audit program established under joint powers agreement between participating counties. The purpose of CCCASE is to provide a pooling of audit resources of California Counties under a program responsive to the Assessors, and under guidance of the California Assessors' Association.

One statewide umbrella association, operating under one joint powers agreement, provides audit exchange services among and between all participating counties (currently 44 counties). The goals of CCCASE are:

- Exchange audit services between counties to maximize audit coverage and minimize cost
- Provide account audit cycle control to enable one county to audit all locations for many or all participating counties at one time

EXCELLENCE

INTEGRITY

SERVICE

- Reduce the number of audit interruption imposed upon taxpayers due to individual county audits
- Reduce out-of-state travel movement for staff as a result of consolidated audits
- Elimination, to the greatest extent possible, of intrastate audit travel to examine records located within the state

It is therefore RECOMMENDED that your Board:

1. Accept and file this report on the California Counties Cooperative Audit Services
2. Approve the attached California Counties Cooperative Audit Services Exchange Joint Powers Agreement.

Very truly yours,


ROBERT C. PETERSEN

ASSESSOR

Recommended by:


SUSAN A. MAURIELLO

CHIEF ADMINISTRATIVE OFFICER

**CALIFORNIA COUNTIES COOPERATIVE AUDIT
SERVICES EXCHANGE JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT entered into this _____ day of _____, 2000, by, between and among the undersigned parties, all being corporate and politic,

W I T N E S S E T H:

WHEREAS, Title I, Division 7, Chapter 5, Article I of the Government Code of the State of California establishes a procedure for the exercise of powers common to the contracting parties where those parties are within the definition of the term “public agency”; and

WHEREAS, the parties hereto desire to enter into a Joint Powers Agreement for the purpose of providing for certain investigatory, auditing and appraisal services among themselves; and

WHEREAS, the parties hereto independent of each other possess the necessary power to perform such services; and

WHEREAS, the parties hereto deem that it will be in the best interest of the citizens of their respective counties to establish a procedure by which they may jointly cooperate in this endeavor; and

WHEREAS, the parties hereto recognize that from time to time it will be necessary to expand this agreement so as to include other interested counties;

NOW, THEREFOR. In conclusion of the mutual promises, covenants and conditions hereafter contained, the parties, and each of them, do agree as follows:

1. Effective Date: Term.

This agreement shall become effective as to any party upon the date that such party ratifies this Agreement and shall be and remain in effect as between and among ratifying party and all other **ratifying** parties from and after such date so long as two or more parties remain parties to this Agreement.

2. Administrating Agency.

The parties hereto by majority vote will designate one of the members to act as the Administrating Agency for a period of one year commencing July 1” of each year.

3. Services.

Upon the request of any one or more of the parties hereto, any party may provide personnel to audit and/or appraise for mutual benefit of the agencies within or without of territorial boundaries.

Services include but are not limited to the following purposes:

- a. To determine the value, cost, existence, size quantity, quality, and/or ownership of any property which is or may be subject to ad valorem taxation by either or both the performing or requesting party or parties.
- b. To determine the taxable status and/or situs of any property which is or may be subject to ad valorem taxation by either or both the performing or requesting party or parties.

4. Written Request to Assessor.

The request for any of the services described in Section 3 hereof shall be made in writing and addressed to the assessor of the party requested to perform the service.

5. Nonperformance - Notice.

Nothing contained herein shall require a party hereto to perform services for any other party. If a party does not wish to perform the requested service or services, it shall so advise the requesting party in writing within fifteen (15) business days of the receipt of such a request.

6. Performance.

All services performed under this Agreement shall be performed either by the assessor of the party to which the request is directed or a deputy or deputies appointed by said assessor.

7. Reimbursement.

Any party or parties performing the services provided for herein or any of them shall be reimbursed for the costs of performing such services according to the schedule of rates attached hereto as Exhibit "A", which by this reference is made a part of this Agreement as if fully set forth herein. Said schedule or any portion thereof may be amended from time to time during the term of this Agreement upon the written consent of all the parties hereto. Such Exhibit "A", as amended and bearing the signatures of all the parties, shall become a part of this Agreement as fully as if set forth herein upon the ratification by all parties of such amendment.

8. Invoices.

The party performing services hereunder shall submit to the party requesting such services upon the completion of such services an invoice for those costs which are reimbursable under Section 7 of this Agreement. Invoices received after May 1 5th will be deferred to the subsequent year. Services shall be deemed completed upon the submission to the requesting party of a written report summarizing such services.

9. Payments - Offsets.

For the purposes of this Agreement, a contract year shall be deemed to commence as of 12:01 A.M. April 15, and terminate on 12:00 midnight of the following April 14.

The designated administrative agency shall act as a clearinghouse for billing purposes.

10. Availability of Deputy to Testify.

The parties hereto agree that any assessor or deputy performing services pursuant to this Agreement shall be made available by the party employing him to the party for which such services were rendered for the purpose of giving testimony in any proceeding in which an assessment based in whole or in part upon the results of such services is an issue. The party employing the assessor or deputy has a duty under this paragraph only to the extent that it is able by reason of the contract of employment between such party and such assessor or deputy to direct his attendance. The party employing such assessor or deputy shall be reimbursed by the party requiring such testimony or evidence as set forth in the Schedule of Rates attached hereto as Exhibit "A".

11. Withdrawal - Notice.

Ant party hereto may withdraw from this Agreement upon giving sixty days' written notice to each of the other parties hereto. No withdrawal herefrom by any party or parties hereto shall affect the continuance or terms and conditions of this Agreement among the remaining parties. Any obligations or debts incurred hereunder prior to any such withdrawal shall become immediately due and payable by the withdrawing party, after offsets, to each of the other parties to this Agreement upon the effective date of any such withdrawal. Any services commenced by or requested of any withdrawing party under the terms of this Agreement prior to submission of its notice of withdrawal shall be completed by the withdrawing party unless timely notice is given by the withdrawing party to the requesting party that such services will not be performed pursuant to Section 5 of this Agreement. Any sums due and owing any withdrawing party, after offsets, shall be paid to such withdrawing party on or before the time specified in Section 9 of this Agreement. The withdrawing party will not be obliged to perform any services requested after submission of its notice of withdrawal.

12. Authorization - Information Held Secret.

The party requesting any services under the terms of this Agreement shall furnish to the party performing such services all necessary authorizations to examine any taxpayer or the property, records, books or other documents of such taxpayer relative to the performance of such services. It is specifically understood and agreed by the parties hereto, and each of them, that any information gained, collected or otherwise acquired as a result of any investigation, review, audit or appraisal made under the provisions of this Agreement shall be subject to the restrictions contained in Sections 408 and 45 1 of the California Revenue and Taxation Code.

13. Additional Parties.

Any county in the State of California may become a party of this Agreement by approval and ratification of this Joint Powers Agreement by its Board of Supervisors and the signing of same by the Chairperson of its Board of Supervisors. The addition of any party or parties to this Agreement in the **manner** described above need not be ratified or approved by the existing parties to this Agreement, nor any of them, nor shall any such addition cause this Agreement to terminate or otherwise become inoperative. Upon the addition of any new party or parties to this Agreement in the manner described above, this Agreement and all of its terms and conditions and all privileges, obligations, debts and credits incurred under it shall continue in full force and effect. Any county becoming a party to this Agreement after its ratification by the below signed parties shall notify all existing parties to this Agreement by mail of the approval and ratification of this Agreement by its Board of Supervisors and shall include with such notice a copy of such approval and ratification which shall be attached to their copy of this Agreement by each such party.

In Witness Whereof, the parties hereto have caused this instrument to be executed by their respective officials on the date first above mentioned.

COUNTY OF SANTA CRUZ

By: _____

Chairperson,
Board of Supervisors

ATTEST: Susan A. Mauriello, County Administrative Officer
Board of Supervisors

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Susan A. Mauriello

Janet McKinley 9-12-2000
Janet McKinley, Risk Manager

Kin Elizabeth L. Bissett
Deputy County Counsel 9.8.00

EXHIBIT A

Schedule Of Fees

A. Services.

The party performing services under the terms of this Agreement shall charge the party for whom such services are performed \$34.00 per hour beginning July 1, 1999, and adjusted annually each subsequent July based on the California Consumer Price Index, for each hour said performing party is actually engaged in the performance of the services requested, including the time taken to travel to and from the location or locations at which said services are rendered. Fees for services rendered and travel for fractions of an hour shall be prorated accordingly. In the event that the services are being performed on behalf of more than one of the parties to this Agreement, including the performing party, such fees shall be prorated according to the formula set fourth in Section B 3 of this Exhibit A.

B. Travel, Lodging, Meals and other Related Incidental Expenses in Connection with Services.

1. In - County Services. The party performing the services shall not charge the party for whom such services are performed for the costs of travel, lodging, meals or related incidental expenses incurred in the course of performing the requested services where such services are performed wholly within the county performing such services. However, if such services performed are not for mutual benefit, the performing county may charge related incidental expenses to the county for whom such services are performed.

2. Out - Of - County Services. The party performing the services shall charge the party for whom such services are performed the actual allowable expenses necessarily incurred for the costs of travel, lodging, meals and for related incidental expenses in the course of performing the requested services where such services are performed out of the county performing the services. In the event the services are being performed for more that one of the parties to this Agreement, including the performing party, such expenses shall be prorated according to the formula set forth in Section B 3 of this Exhibit A.

3. Proration Formula.

a. In the event that the services performed are performed on behalf of one or more requesting parties and/or the party performing the services, the number of hours or fractions of an hour actually spent in performing such services plus a pro rata share of the travel time to and from the location or locations at which such services are performed shall be multiplied by the current hourly rate.

b. In the event the services are performed outside of the county performing such services, the costs of travel, lodging and meals and other allowable incidental expenses actually incurred by the performing party shall be prorated and added to the sum of subsection "a" above.

4. ~~Appearance at Hearings.~~ Personnel performing services under the terms of this Agreement are called as witnesses at any proceeding in which the assessment resulting from such service is challenged, the public entity calling such personnel shall reimburse the party employing such personnel for the expenses of travel, lodging and meals and related incidental expenses necessarily incurred by the employing party plus the hourly rate set forth in Section "A" of this Exhibit "A" during the time that such personnel are traveling to and from the location or locations at which such testimony or evidence is given and the time spent at each such location or locations preparing for and giving such testimony or evidence.