

Joint Powers Agreement (JPA)
For
Standard Data Record Development
and Year to Year Support

Document Control Date: October 1, 2004

**JOINT POWERS AGREEMENT (JPA)
FOR STANDARD DATA RECORD (SDR)**

(Document Control Date September 30, 2004)

THIS Joint Powers Agreement, titled the "Standard Data Record Network Group Agreement" (hereinafter "Agreement"), is effective _____, 2004, by, between, and among the undersigned California counties, for the purposes of collecting, storing, and maintaining data necessary to the assessment function.

WHEREAS:

- (1) Title 1, Division 7, Chapter 5, Article 1 of the California Government Code 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
- (2) The parties hereto desire to enter into a Joint Powers Agreement for the purposes of collecting, storing, and maintaining data necessary to the assessment function performed by the California County Assessors ("Participating Assessors"), each of which is an officer and agent of his or her respective county; and
- (3) Under the provisions of Revenue and Taxation ("R&T") Code Sections 441-454 and 480-484, a County Assessor has authority to gather confidential information from property owners necessary and relevant to the determination of the fair market value of property for purposes of property taxation within that Assessor's county; and
- (4) Under the provisions of R&T Code Section 441:
 - (a) *Each person owning taxable personal property, other than a manufactured home subject to Part 13 (commencing with Section 5800), having an aggregate cost of one hundred thousand dollars (\$100,000) or more for any assessment year shall file a signed property statement with the assessor. Every person owning personal property that does not require the filing of a property statement or real property shall, upon request of the assessor, file a signed property statement. Failure of the assessor to request or secure the property statement does not render any assessment invalid.*
 - (b) *The property statement shall be declared to be true under the penalty of perjury and filed annually with the assessor between the lien date and 5 p.m. on April 1. The Penalty provided by Section 463 applies for property statements not filed by May 7. . . .*

and:

(k) *The assessor may accept the filing of a property statement by the use of electronic media. In lieu of the signature required by subdivision (a) and the declaration under penalty of perjury required by subdivision (b), property statements filed using electronic media shall be authenticated pursuant to methods specified by the assessor and approved by the board. Electronic media includes, but is not limited to, computer modem, magnetic media, optical disk, and facsimile machine; . . .*

; and

- (5) The parties have agreed to enter into this Agreement to gather formatted, through electronic media, relevant Business Property Statement (BPS) information within each of their respective counties; to share in development and ownership of the common data handling facility for purposes of property tax appraisals and administration; and to share the associated costs and liabilities directly related to this purpose, among the parties on a proportionate basis as set forth herein below so that no party's liability is increased by this project; and
- (6) Business Property Statement data collected pursuant to this Agreement will not be shared between the parties except as authorized by the R&T Code; and each Assessor's data is to be maintained separate and distinct to the individual county of each Assessor as provided by R&T Section 408, 451 and 481; and
- (7) By this Agreement, the parties do not intend to create an agency or entity separate from the parties themselves.

NOW, THEREFORE, in consideration of the mutual promises of performance set forth, the parties agree as follows:

1. TERM. The term of this Agreement is from July 1, 2004 through and including June 30, 2007, a period of 36 months. However, for funding consideration this is a year-to-year agreement and is based on the availability of funds from the participating jurisdictions. This agreement may be continued based on the consent of the Participating Assessors for one (1) additional year. After this initial period this agreement will be reviewed and adjusted as necessary to recognize the permanent and annual business of BPS data collection and handling.
2. ADMINISTRATION.
 - a. This Agreement shall be administered by the Coordinating Assessor. The Participating Assessors, by majority vote, shall select and designate the Coordinating Assessor. The Coordinating Assessor shall be responsible for obtaining a provider for the following services: development of a data gathering facility, servers, software, programs, reports, testing or other device(s) for the collection, term storage, backup, upload, download, and

security of data records related to, but not limited to, the Business Property Statements; coordination and performance of work to support the collection device(s); review, evaluation and proposal of system software and hardware to assist the Participating Assessors to meet the objectives of the Agreement; preparation of a report detailing the results of their work at least annually, but quarterly for the first year; development and distribution of communication links for the distribution of the data related to each Participating Assessor.

- b. The participating counties recognize that the costs associated with this agreement are shared costs approximately according to current BPS volume as detailed in Exhibit A. The participating counties further acknowledge that they are paying for the use of the SDR product through a cost structure related to development and support costs.

3. PAYMENT FOR PERFORMANCE. The Coordinating Assessor is authorized to dedicate the following funds as compensation to the provider of services under this Agreement:

- a. System Hardware and Software – not to exceed \$100,000.
This is a one-time cost.
- b. SDR Software Development – up to \$150,000.
This is a one-time cost.
- and the combined costs of “a.” and “b.” not to exceed \$250,000.
- c. Annual System Operation costs – not to exceed \$24,000/year.
This is a recurring annual cost.

Nothing in this Agreement shall limit or prohibit the ability of a Participating Assessor from receiving extra data support services that are beyond the scope of this Agreement. A Participating Assessor, and his or her respective county, who obtains extra data support services (rate sheet services) that may be related to but are beyond the scope of this Agreement shall be solely responsible for the payment of such extra work.

4. PARTICIPATING ASSESSORS' SHARE OF COSTS. The respective development and ongoing support share of the costs of services under this Agreement to be paid by the Participating Assessors' counties is as follows:
- a. Development Costs: As provided for in Exhibit A under "SDR Development Costs."
 - b. Ongoing/annual systems support and services costs: For the first year, as provided in Exhibit A under "Annual Costs" and as provided under Section 4(e). For subsequent years, as provided in Section 4(e).
 - c. Each Assessor shall deposit his or her county's share of the total development and first year's annual support costs of this Agreement, in a project account to be established in the name of Coordinating Assessor, within thirty (30) days of the effective date of this Agreement. Disbursements from this account shall be made only with the approval of the Coordinating Assessor, and as the development work is completed and approved by the Coordinating Assessor (Progress Payments). Should there be any remaining funds from the development costs, these funds would roll over to be a part of the annual systems support and services cost funds. The Coordinating Assessor shall return any remaining principal and any accrued interest in the account upon completion of the term and the services to be rendered under this Agreement, in excess of account fees, to the Participating Assessors' counties in proportion to the amount each contributed.
 - d. The Coordinating Assessor shall provide to the Participating Assessors copies of all billings submitted by and all payments made to any provider of services under this Agreement. Payment of any unquestioned bill or item from a bill shall be made within sixty (60) days of receipt by the Coordinating Assessor.
 - e. The annual costs and any adjustments and/or enhancement costs to meet the requirements of filing and collecting data and information related to the BPS will be reviewed by the Coordinating Assessor, shared with participating Assessors, and adjusted annually as provided for in Exhibit B. Each party will be responsible for any annual costs and any adjustments and/or enhancement costs to meet the requirements of filing and collecting data and information related to the BPS in the same proportion as its share of the Annual Costs listed in Exhibit A.
5. RECORDS RETENTION. The individual Business Property Statements (the "assessor records") shall be stored on-line for a term of seven (7) years, and each participant will provide notice to the Coordinating Assessor in year six (6) to establish a single procedure with input from the participating Assessors for the

disposition of these records. This section shall survive the termination of this Agreement.

6. ASSESSOR RECORDS.

- a. Business Property Statement data collected pursuant to this Agreement will not be shared between the parties except as authorized by the R&T Code; and each Assessor's data is to be maintained separate and distinct to the individual county of each Assessor as provided by R&T Section 408, 451 and 481.
- b. The Coordinating Assessor shall require that any provider of services contemplated by this Agreement shall agree that records, data, information, materials, and forms are the property of the Assessors at all times and to maintain the confidentiality of all Assessor and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by the provider(s) and its staff, agents and employees.

7. TERMINATION. Any party hereto may withdraw from this Agreement upon giving sixty (60) days written notice to each of the other parties hereto. The participating Assessors recognize that the obligations and debts under this agreement are part of a whole and they are incurred annually. Any obligations or debts incurred hereunder shall become immediately due and payable by the withdrawing party. The withdrawing party shall not be entitled to a refund or credit for any sums paid under this Agreement. As to the impact on the distribution of annual costs, the Participating Assessors may adjust or redistribute these costs as prescribed by Exhibit B. Notwithstanding the Agreement term stated in Section 1 hereof, the addition or deletion of any party to this Agreement shall not affect this Agreement nor the intent to contract as described above with the other parties to the Agreement then remaining.

8. INDEMNIFICATION.

- a. Except as provided in Section 8(b), in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities, incurred by a party shall not be shared pro rata, but instead the parties agree that, pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other counties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying county, its officers, board members, employees or agents, under or in

connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. Except as provided in Section 8(b), no county, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto or any provider of SDR services, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement. It is further understood and agreed the indemnification herein extends to and includes liability of the parties for private attorney general fee awards and liability which arise by operation of law as the result of any act, omission or occurrence related to this Agreement, or which arise from the work performed relative to this Agreement.

- b. For any claim, expense, cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions of the Coordinating Assessor, the parties agree that all losses and liabilities for such claim, expense, or damage shall be shared on in the same proportion to each party's cost contribution as set forth in Section 4 of this Agreement.
 - c. Should the legality of this Agreement be challenged in any way, the parties shall share the costs of defense, litigation and any damages award in the same proportion as the Participating Assessors share of the cost contribution as set forth in Section 4 of this Agreement.
9. COOPERATION OF PARTIES. The parties recognize that it is essential to cooperate fully concerning the handling of data and information contemplated by this Agreement. In connection with this Agreement, the parties agree to provide any data, information, and documentation reasonably necessary to the performance of this Agreement.
 10. MODIFICATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding unless authorized by the parties in writing.
 11. SUCCESSORS AND ASSIGNS. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties.
 12. REVIEW FOR LEGAL ADEQUACY. Each party to this Agreement acknowledges and agrees that this Agreement has been reviewed by each party's respective legal counsel for legal adequacy.

13. WAIVER. No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by either party shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. No delay or omission of either party in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.
14. SEVERABILITY PROVISION. If any term or portion of this Agreement is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
15. SIGNATURE IN COUNTERPARTS. This Agreement may be executed in counterparts by all parties. The Agreement is effective as to any signatory party on execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

(Participating Assessors Signature Page Following)

PARTICIPATING ASSESSORS
(Signatures – Reference Section 15, Page 7)

By: _____ County of Alameda	By: _____ County of Alpine
By: _____ County of Amador	By: _____ County of Butte
By: _____ County of Calaveras	By: _____ County of Colusa
By: _____ County of Contra Costa	By: _____ County of Del Norte
By: _____ County of El Dorado	By: _____ County of Fresno
By: _____ County of Glenn	By: _____ County of Humboldt
By: _____ County of Imperial	By: _____ County of Inyo
By: _____ County of Kern	By: _____ County of Kings
By: _____ County of Lake	By: _____ County of Lassen
By: _____	By: _____

Participating Assessors (Continued)
(Signatures – Reference Section 27, Page 14)

By: _____ County of Los Angeles	By: _____ County of Madera
By: _____ County of Marin	By: _____ County of Mariposa
By: _____ County of Mendocino	By: _____ County of Merced
By: _____ County of Modoc	By: _____ County of Mono
By: _____ County of Monterey	By: _____ County of Napa
By: _____ County of Nevada	By: _____ County of Orange
By: _____ County of Placer	By: _____ County of Plumas
By: _____ County of Riverside	By: _____ County of Sacramento
By: _____ County of San Benito	By: _____ County of San Bernardino
By: _____ County of San Diego	By: _____ County of San Francisco
By: _____	By: _____

Participating Assessors (Continued)
(Signatures – Reference Section 27, Page 14)

By: _____ County of San Joaquin	By: _____ County of San Luis Obispo
By: _____ County of San Mateo	By: _____ County of Santa Barbara
By: _____ County of Santa Clara	By: _____ County of Santa Cruz
By: _____ County of Shasta	By: _____ County of Sierra
By: _____ County of Siskiyou	By: _____ County of Solano
By: _____ County of Sonoma	By: _____ County of Stanislaus
By: _____ County of Sutter	By: _____ County of Tehama
By: _____ County of Trinity	By: _____ County of Tulare
By: _____ County of Tuolumne	By: _____ County of Ventura
By: _____ County of Yolo	By: _____ County of Yuba

EXHIBIT A

COST SHARING COMMITMENT

COUNT	COUNTY #	COUNTY	# 571-L'S	SDR SYSTEM DEVELOPMENT COSTS			ANNUAL COST
				PROGRAMMING SERVICES	HARDWARE/ SOFTWARE	TOTAL	
1	19	Los Angeles	112,400	\$24,000	\$16,000	\$40,000	\$4,000
2	30	Orange	96,000	\$21,000	\$14,000	\$35,000	\$3,000
3	43	Santa Clara	59,200	\$12,000	\$8,000	\$20,000	\$2,000
4	10	Fresno	58,300	\$12,000	\$8,000	\$20,000	\$2,000
5	37	San Diego	45,200	\$12,000	\$8,000	\$20,000	\$2,000
6	35	San Bernardino	37,000	\$9,000	\$6,000	\$15,000	\$2,000
7	34	Sacramento	28,150	\$6,000	\$4,000	\$10,000	\$1,000
8	01	Alameda	21,550	\$4,800	\$3,200	\$8,000	\$1,000
9	33	Riverside	21,350	\$4,800	\$3,200	\$8,000	\$1,000
10	56	Ventura	18,550	\$4,800	\$3,200	\$8,000	\$1,000
11	49	Sonoma	16,500	\$3,000	\$2,000	\$5,000	\$500
12	39	San Joaquin	15,450	\$3,000	\$2,000	\$5,000	\$500
13	54	Tulare	13,800	\$3,000	\$2,000	\$5,000	\$500
14	07	Contra Costa	12,300	\$2,400	\$1,600	\$4,000	\$400
15	42	Santa Barbara	11,950	\$2,400	\$1,600	\$4,000	\$400
16	15	Kern	11,250	\$2,400	\$1,600	\$4,000	\$400
17	38	San Francisco	10,350	\$1,800	\$1,200	\$3,000	\$300
18	50	Stanislaus	9,850	\$1,800	\$1,200	\$3,000	\$300
19	27	Monterey	9,750	\$1,800	\$1,200	\$3,000	\$300
20	41	San Mateo	9,100	\$1,800	\$1,200	\$3,000	\$300
21	40	San Luis Obispo	8,000	\$1,800	\$1,200	\$3,000	\$100
22	48	Solano	7,600	\$1,200	\$600	\$2,000	\$100
23	31	Placer	7,250	\$1,200	\$600	\$2,000	\$100
24	24	Merced	7,100	\$1,200	\$600	\$2,000	\$100
25	04	Butte	7,100	\$1,200	\$600	\$2,000	\$100
26	23	Mendocino	5,400	\$1,200	\$600	\$2,000	\$100
27	51	Sutter	6,050	\$1,200	\$600	\$2,000	\$100
28	29	Nevada	5,650	\$1,200	\$600	\$2,000	\$100
29	09	El Dorado	5,300	\$1,080	\$720	\$1,800	\$100
30	12	Humboldt	5,200	\$1,080	\$720	\$1,800	\$100
31	45	Shasta	5,050	\$1,080	\$720	\$1,800	\$100
32	20	Madera	4,850	\$1,020	\$660	\$1,700	\$0
33	21	Marin	4,850	\$1,020	\$660	\$1,700	\$0
34	44	Santa Cruz	3,450	\$720	\$480	\$1,200	\$0
35	57	Yolo	3,400	\$0	\$0	\$0	\$0
36	18	Kings	2,700	\$0	\$0	\$0	\$0
37	58	Yuba	2,500	\$0	\$0	\$0	\$0
38	35	San Benito	2,250	\$0	\$0	\$0	\$0
39	52	Tehama	2,100	\$0	\$0	\$0	\$0
40	55	Tuolumne	1,500	\$0	\$0	\$0	\$0
41	11	Glean	1,450	\$0	\$0	\$0	\$0
42	03	Amador	1,400	\$0	\$0	\$0	\$0
43	06	De Norte	1,300	\$0	\$0	\$0	\$0
44	26	Mono	1,300	\$0	\$0	\$0	\$0
45	47	Siskiyou	1,100	\$0	\$0	\$0	\$0
46	13	Imperial	900	\$0	\$0	\$0	\$0
47	25	Modoc	900	\$0	\$0	\$0	\$0
48	16	Lassen	900	\$0	\$0	\$0	\$0
49	05	Calaveras	800	\$0	\$0	\$0	\$0
50	48	Sierra	550	\$0	\$0	\$0	\$0
51	56	Trinity	500	\$0	\$0	\$0	\$0
52	22	Napa	150	\$0	\$0	\$0	\$0
53	17	Lake	0	\$0	\$0	\$0	\$0
54	28	Napa	0	\$0	\$0	\$0	\$0
55	14	Inyo	0	\$0	\$0	\$0	\$0
56	02	Alpine	0	\$0	\$0	\$0	\$0
57	06	Colusa	0	\$0	\$0	\$0	\$0
58	32	Pumas	0	\$0	\$0	\$0	\$0
TOTALS:			728,250	\$150,000	\$100,000	\$250,000	\$24,000
AVERAGE COST PER 571-L:				\$0.206	\$0.137	\$0.343	\$0.033

EXHIBIT B

COST(S) ADJUSTMENTSSDR/PARTICIPATING ASSESSORS

This Cost(s) Agreement Exhibit is for the development services of a Business Property Statement (BPS) Standard Data Record (SDR), and for designating the year-to-year support services specifically related to the purposes of the overall SDR Agreement.

This exhibit may be used to amend or adjust these costs subject to the provisions as provided in the Agreement.

- A. **ADJUSTMENT AND/OR ENHANCEMENT COSTS** : (Shared Costs)
- B. **RATE SHEET SERVICES**: (If provided for by the agreement)
- C. **ANNUAL ASP SERVICES**: (Shared Costs)