

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

**RESOLUTION AUTHORIZING)
ASSESSOR STEPHEN DUCKELS)
TO SIGN MEMORANDUM OF)
UNDERSTANDING FOR)
CALIFORNIA ASSESSORS')
APPLICATION OF THE STATE OF)
CALIFORNIA I.T. GRANT FUNDING)**

RESOLUTION NO. 2022-220

WHEREAS, the Yuba County Assessor, in addition to other Assessors within the state of California would like to initiate the process of jointly implementing information technology (“I.T.”) solutions to assist in the standardization of statewide assessment practice through the formation of a public entity (Joint Power Agency (“JPA”) or similar entity) that will more easily qualify for grant funding and will provide more efficiently for statewide collaboration on technology and data management solutions; and

WHEREAS, the public entity would deliver easy to use, fast, dependable and secure public services; common technology solutions easy to use across counties; and a customer-focused portal for government services that makes it easier for members of the public to find information and complete transactions; and

WHEREAS, the state of California has budgeted \$10 million in the 2022-23 state budget, and an anticipated additional \$10 million in the 2023-24 and 2024-25 state budgets, to be given to a governing entity comprised of the majority of Assessors in the State of California to be used for I.T.; and

WHEREAS, the various counties have agreed to enter into a Memorandum of Understanding (MOU) to begin the process of applying to the State Department of Finance for grant funding and memorialize their intent to form a separate governing entity with legal authority to contract for services; and

WHEREAS, the funding decisions for purposes of the MOU will be made on an annual basis through a separate written Annual Fiscal Agreement; and

WHEREAS, a true and correct copy of the Memorandum of Understanding is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby authorizes Assessor Stephen Duckels to sign the MOU for California Assessors' Application of the State of California Information Technology Grant Funding on behalf of Yuba County.

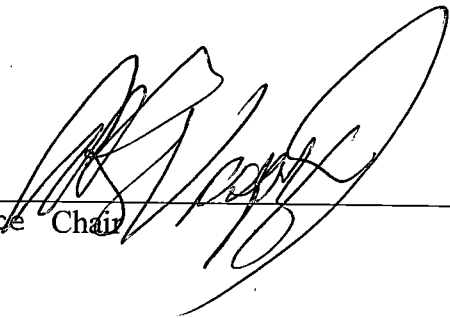
PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the 27 day of September, 2022 by the following vote:

AYES: Supervisors Vasquez, Blaser, Fuhrer, Bradford

NOES: None

ABSENT: Supervisor Fletcher

ABSTAIN: None



Vice Chair

ATTEST: MARY PASILLAS
CLERK OF THE BOARD OF SUPERVISORS



Angela Dayberry, Board Clerk

APPROVED AS TO FORM:
MICHAEL J. CICOZZI
YUBA COUNTY COUNSEL

By: 

Deputy County Counsel

Memorandum of Understanding
For
California Assessors' Application of the
State of California
Information Technology Grant Funding

Document Control Date: Sept. 16, 2022

MEMORANDUM OF UNDERSTANDING FOR INFORMATION TECHNOLOGY

(Document Control September 16, 2022)

THIS Memorandum of Understanding, titled the "California Assessors' Information Technology Group Agreement" (hereinafter "MOU"), is effective October 1, 2022, by, between, and among the undersigned California County Assessors for the purposes of collecting, storing, and maintaining, sharing data and development of technology necessary to the assessment functions.

WHEREAS:

- (1) The State of California has budgeted \$30 million, \$10 million in the 2022-23 State budget and anticipated \$20 million allocation in the following two years, \$10 million in 2023-24 and \$10 million in 2024-25, to a governing entity comprised of the majority of Assessors in the State of California to be used for information technology as outlined in the request for funds from the California Assessors' Association ("CAA") to the State of California (Exhibit A); and
- (2) 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
- (3) The parties have agreed to enter into this MOU to begin the process of applying to the State Department of Finance ("DOF") for grant funding and memorialize their intent to form a separate governing entity with legal authority to contract for services--such as a Joint Power Authority or similar entity deemed satisfactory by the DOF; and
- (4) The parties desire, in the future, to form a governing entity allowing for legal authority to contract for services for the purposes of collecting, storing, maintaining, and sharing data and developing technology necessary to the assessment functions performed by the California County Assessors ("Participating Assessors"), each of which is an officer and agent of his or her respective county (the counties being the "Participating Parties"); and
- (5) 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

The Participating Assessors seek through this MOU to initiate the process of jointly implementing information technology solutions to assist in the standardization of statewide assessment practices through the formation of a public entity that will more easily qualify for grant funding made available for this purpose and that will provide more efficiently for statewide collaboration on these technology and data management solutions.

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

1. TERM. The term of this Agreement is from October 1, 2022 through and including September 30, 2023, a period of one (1) year, or until such time as it is superseded by the Joint Powers Agreement or similar public entity formation agreement described in the recitals. Funding decisions for purposes of this MOU will be made on an annual basis through a separate written Annual Fiscal Agreement until such time as this Agreement is superseded or terminated as described herein. This agreement may be continued based on the consent of the Participating Parties.
2. ADMINISTRATION. This MOU shall be administered by the California Assessors Association ("CAA"). The Participating Parties, by majority vote, shall select and designate the Coordinating Assessor. The Coordinating Assessor shall be responsible for coordinating with the CAA President and CAA Treasurer to apply for grant funding with the DOF and oversee the subcommittee of Assessors.
3. GOVERNANCE OF SUBCOMMITTEE. The subcommittee shall help guide the scope of the IT projects until a public entity is formed. The subcommittee shall be comprised of 11 California County Assessors. The participating counties shall annually elect the 11-member board. The 11-member board shall be comprised of a Coordinating Assessor who shall also serve as the Chairperson, Treasurer who shall be the Treasurer of the California Assessors' Association, and nine (9) other Assessors as follows:
 - a. Three (3) Assessors from small population counties --not to exceed 200,000 residents.
 - b. Three (3) Assessors from medium population counties --200,000 and 1 million residents.
 - c. Three (3) Assessors from large population counties -- exceeding 1 million residents.
4. TERMINATION. Any party hereto may withdraw from this MOU upon giving sixty (60) days written notice to the Coordinating Assessor and the Treasurer.
5. MODIFICATION. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on any of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding unless authorized by the parties in writing.

6. 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.
7. REVIEW FOR LEGAL ADEQUACY. Each party to this MOU acknowledges and agrees that this MOU has been reviewed by each party's respective legal counsel for legal adequacy.
8. SEVERABILITY PROVISION. If any term or portion of this MOU is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.
9. SIGNATURE IN COUNTERPARTS. This MOU may be executed in counterparts by all parties. The MOU 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 MOU as of the date first written above.

(Participating Assessors Signature Page Following)

PARTICIPATING ASSESSORS

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:	County of Los Angeles	By:	County of Madera