MARIPOSA COUNTY RESOLUTION NO. 81-88

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approves the following document, and Chairman WILLIAM H. MOFFITT, is hereby authorized to sign same:

Contract with State Board of Equalization for aid in making postaudits for purposes of property taxation

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 28th day of April 1981, by the following vote:

AYES: Taber, Dalton, Erickson, Moffitt
NOES: None
ABSENT: None
ABSTAINED: None

WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

ATTEST:

BILLY BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RICHARD K. DENHALTER,
County Counsel
CONTRACT FOR AUDITING SERVICES

THIS CONTRACT, executed in quintuplicate, between the State Board of Equalization (hereinafter called the Board) and the County of Mariposa (hereinafter called the County) is made pursuant to Government Code section 15624. It is the desire of the Board to furnish, and the County to receive, auditor and appraisal personnel to aid the County in making postaudits for purposes of property taxation.

IN CONSIDERATION of the following promises and conditions, the parties hereby agree:

1. THAT the Board, during the fiscal year ending June 30, 1981, will furnish personnel to make postaudits of property of assessees mutually agreed on by the parties. All services hereunder will terminate on or before this date.

2. THAT County will pay the Board for services rendered and hereby warrants that funds are available from which payment may be made.

3. THAT this contract is subject to sections 8755 and 8755.1 of the State Administrative Manual, which sections are attached hereto and incorporated herein by reference.

4. THAT the Board will not provide, and the County will not pay for, services exceeding a maximum aggregate cost of $________. The Board makes no claim concerning, and is not responsible for providing, any minimum amount of service.

5. THAT the maximum set in paragraph 4 may be exceeded upon written agreement of the parties to the extent the County will warrant additional funds are available to pay for additional services.

6. THAT the Board will bill the County for services when an audit report is transmitted to the County. The County will pay promptly in accordance with its normal payment procedures.

7. THAT any information obtained by Board employees in the course of an audit is confidential information and remains confidential when turned over to the County. Such information shall not be disclosed except as provided by Revenue and Taxation Code sections 408 and 451.

8. THAT this contract may be terminated by either party by giving seven days' written notice. Notice may be served in person or by mail on the officers and at addresses shown below and is effective when received. During the seven-day period, the Board may continue with audits then in progress, but shall not begin new ones.

IN WITNESS WHEREOF, we set our hands this 28th day of April, 1981

COUNTY OF Mariposa

P. O. Box 748

Mariposa, CA 95338

STATE BOARD OF EQUALIZATION

1020 N Street,

Sacramento, California 95814

By Executive Secretary

Title Chairman, Board of Supervisors

"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review or approval by the budget staff, Department of Finance.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RICHARD K. DENHALTER

County Counsel

County Counsel