RESOLUTION - ACTION REQUESTED 2020-545

MEETING: September 8, 2020
TO: The Board of Supervisors
FROM: Vincent Kehoe, Assessor-Recorder
RE: Standard Data Record Development JPA

RECOMMENDATION AND JUSTIFICATION:
Approve the participation of the Mariposa County Assessor in the Joint Powers Agreement (JPA) for Standard Data Record Development and Year to Year Support; and Authorize the County Assessor to Sign the JPA.

This is a JPA among participating California County Assessors who agree to gather formatted, through electronic media, relevant Business Property Statement (BPS) information within each of their respective counties for the purpose of determining the fair market value of property for assessment and taxation. In short, participation will allow us to offer our business taxpayers the option of filing annual Business Property Statements electronically if they wish to do so. Filing a paper copy of statements through the mail will still be available.

BACKGROUND AND HISTORY OF BOARD ACTIONS: The Board of Supervisors has approved participation in such agreements in the past, most recently Res. #2020-455 the California Counties Cooperative Audit Services Exchange Joint Powers Agreement on July 28, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: The Assessor’s staff manually prepares and mails paper copies of Business Property Statements (BPS) to over 1,200 taxpayers each year, and manually enters into our computer database the information provided on each BPS. Providing the option of filing online will be more efficient and cost effective for the taxpayer and the county in terms of reduced preparation and mailing costs, reduced staff time and more accurate data entry. Disapproval of our participation in this JPA will not allow us to reach these efficiencies.

FINANCIAL IMPACT:
Participation cost in 2020 of approximately $1,100 for this function and the JPA for "e-Forms Development Management and Administration." Already included in Assessor’s budget for this FY.

ATTACHMENTS:
JPA for Standard Data Record Development (SDR) (PDF)
Resolution - Action Requested 2020-545

RESULT: ADOPTED [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
Joint Powers Agreement (JPA)

For

Standard Data Record Development
and Year to Year Support

Document Control Date: October 1, 2004

Amendments
- JPA Agreements for SDR Year to Year Support, Amendment No. 1 – July 1, 2007
- JPA Agreements for SDR Year to Year Support Amendment No. 2 – April 23, 2008
- JPA Agreements for SDR Year to Year Support Amendment No. 3 – May 23, 2008
- JPA Agreements for SDR Year to Year Support Amendment No. 4 – April 5, 2012
JOINT POWERS AGREEMENT (JPA)
FOR STANDARD DATA RECORD (SDR)
(Document Control Date October 1, 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 465 applies for property statements not filed by May 7. . . .
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

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

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

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 – This is a one-time cost. not to exceed $100,000.

b. SDR Software Development – This is a one-time cost. up to $150,000.

and the combined costs of “a.” and “b.” not to exceed $250,000.

c. Annual System Operation costs – This is a recurring annual cost. not to exceed $24,000/year.

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 not withstanding 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 §10.8) 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: County of Los Angeles

By: County of Madera
Joint Powers Agreement (JPA)
For Standard Data Record (SDR)

Participating Assessors (Continued)
(Signatures – Reference Section 15, Page 7)

By: __________________________ By: __________________________
    County of Marin                     County of Mariposa

By: __________________________ By: __________________________
    County of Mendocino                County of Merced

By: __________________________ By: __________________________
    County of Modoc                    County of Mono

By: __________________________ By: __________________________
    County of Monterey                 County of Napa

By: __________________________ By: __________________________
    County of Nevada                   County of Orange

By: __________________________ By: __________________________
    County of Placer                   County of Plumas

By: __________________________ By: __________________________
    County of Riverside                County of Sacramento

By: __________________________ By: __________________________
    County of San Benito               County of San Bernardino

By: __________________________ By: __________________________
    County of San Diego                 County of San Francisco

By: __________________________ By: __________________________
    County of San Joaquin              County of San Luis Obispo

9
Participating Assessors (Continued)
(Signatures – Reference Section 15, Page 7)

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

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| TOTALS: | $728,250 | $150,000 | $100,000 | $250,000 | $24,000 |

| AVERAGE COST PER SFT/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)
Amendment No. 1 to Joint Powers Agreement
for e-Forms Development, Management and Administration
Document Control Date: April 23, 2015

This Amendment to the Joint Powers Agreement, titled “e-Forms Development, Management and Administration” (hereinafter “Joint Powers Agreement”), is entered into by, between, and among the undersigned California counties and the Board of Equalization (BOE) for the purposes of collecting, storing and maintaining data necessary to the assessment function.

WHEREAS, the parties hereto desire to enter into a Joint Powers Agreement for the purposes of collecting, storing, and maintaining data 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; and if the BOE participates in this Agreement, the “Participating Parties”; and

WHEREAS, the Participating Parties now desire to elect Dan Goodwin, Assessor for Ventura County as the Coordinating Assessor to complete the current four-year term effective July 1, 2012 through June 30, 2016.

NOW, THEREFORE, the Participating Parties mutually agree:

1. Nomination of Dan Goodwin. This Amendment recognizes Dan Goodwin as the Coordinating Assessor from April 23, 2015 through June 30, 2016.

2. Signature in Counterparts. This Amendment may be executed in counterparts by all parties. The Amendment 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.

3. Except as amended herein, the remaining provisions of the Joint Powers Agreement shall remain the same and in full effect and force.
Amendment No. 2 to Joint Powers Agreement
for e-Forms Development, Management and Administration
Document Control Date: May 27, 2015

This Amendment to the Joint Powers Agreement, titled the “e-Forms Development, Management, and Administration” (hereinafter “Joint Powers Agreement”), is entered into by, between, and among the undersigned California counties and the Board of Equalization (BOE) for the purposes of collecting, storing and maintaining data necessary to the assessment function.

WHEREAS, the parties hereto desire to enter into a Joint Powers Agreement for the purposes of collecting, storing, and maintaining data 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; and if the BOE participates in this Agreement, the “Participating Parties”; and

WHEREAS, Section 4(c) of the Joint Powers Agreement provides that each Assessor shall deposit his or her jurisdiction’s share of the costs of this Agreement, in a project account to be established in the name of Coordinating Assessor.

WHEREAS, the Participating Assessors now desire to deposit his or her jurisdiction’s share of the costs of this Agreement, in an account of the California Assessors’ Association.

NOW, THEREFORE, the Participating Assessors mutually agree:

1. Deposit of costs of the Agreement. Each county’s share of the costs of this Agreement will be deposited into an account of the California Assessors’ Association.

2. Signature in Counterparts. This Amendment may be executed in counterparts by all parties. The Amendment 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.

3. Except as amended herein, the remaining provisions of the Joint Powers Agreement shall remain the same and in full effect and force.
Amendment No. 3 to Joint Powers Agreement
for e-Forms Development, Management and Administration
Document Control Date: April 27, 2016

This Amendment to the Joint Powers Agreement, titled “e-Forms Development, Management and Administration” (hereinafter “Joint Powers Agreement”), is entered into by, between, and among the undersigned California counties and the Board of Equalization (BOE) for the purposes of collecting, storing and maintaining data necessary to the assessment function.

WHEREAS, the parties hereto desire to enter into a Joint Powers Agreement for the purposes of collecting, storing and maintaining data 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; and if the BOE participates in this Agreement, the “Participating Parties”; and

WHEREAS, the Participating Parties now desire to exercise the option to extend the term of the Joint Powers Agreement for an additional four-year term effective July 1, 2016 through June 30, 2020; and to recognize, at this time for future extensions, the permanent and on-going business of e-Forms for data collection, storing and handling for assessment functions performed by California County Assessors; and

WHEREAS, the Participating Parties now desire to elect Dan Goodwin, Ventura County Assessor, as the Coordinating Assessor to the next four-year term effective July 1, 2016 through June 30, 2020.

NOW, THEREFORE, the Participating Parties mutually agree:

1. **Extend Term.** The term of the Joint Powers Agreement is hereby extended for an additional four (4) years with term beginning July 1, 2016 through June 30, 2020, and recognizes e-Forms as a permanent and on-going business resource to the assessment function.

2. **Nomination.** This Amendment recognizes the election of Dan Goodwin as the Coordinating Assessor from July 1, 2016 through June 30, 2020.

3. **Signature in Counterparts.** This Amendment may be executed in counterparts by all parties. The Amendment 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.

4. **Except as amended herein,** the remaining provisions of the Joint Powers Agreement shall remain the same and in full effect and force.
Amendment No. 4 to Joint Powers Agreement for e-Forms Development, Management and Administration
Document Control Date: December 15, 2017

This Amendment to the Joint Powers Agreement, titled “e-Forms Development, Management and Administration” (hereinafter “Joint Powers Agreement”), is entered into by, between, and among the undersigned California counties and the Board of Equalization (BOE) for the purposes of collecting, storing and maintaining data necessary to the assessment function.

WHEREAS, the parties hereto desire to enter into a Joint Powers Agreement for the purposes of collecting, storing, and maintaining data 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; and if the BOE participates in this Agreement, the “Participating Parties”; and

WHEREAS, the Participating Parties now desire to elect San Bernardino County Assessor Bob Dutton as the Coordinating Assessor to complete the current four-year term effective July 1, 2016 through June 30, 2020.

NOW, THEREFORE, the Participating Parties mutually agree:

1. **Nomination of Assessor Bob Dutton.** This Amendment recognizes Assessor Bob Dutton as the Coordinating Assessor from January 1, 2018 through June 30, 2020.

2. **Signature in Counterparts.** This Amendment may be executed in counterparts by all parties. The Amendment 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.

3. **Except as amended herein, the remaining provisions of the Joint Powers Agreement shall remain the same and in full effect and force.**
Amendment No. 5 to
Joint Powers Agreement for Standard Data Record
Document Control Date: April 23, 2015

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

WHEREAS, the underlying Counties entered into the Joint Powers Agreement for the purposes of collecting, storing, and maintaining data necessary to the assessment function performed by the California County Assessors ("hereinafter "Participating Assessors"), each of which is an officer and agent of his or her respective county; and

WHEREAS, the Participating Assessors now desire to elect Dan Goodwin, Assessor for Ventura County as the Coordinating Assessor to complete the current four-year term effective July 1, 2012 through June 30, 2016.

NOW, THEREFORE, the Participating Assessors mutually agree:

1. Nomination of Dan Goodwin. This Amendment recognizes Dan Goodwin as the Coordinating Assessor from April 23, 2015 through June 30, 2016.

2. Signature in Counterparts. This Amendment may be executed in counterparts by all parties. The Amendment 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.

3. Except as amended herein, the remaining provisions of the Joint Powers Agreement shall remain the same and in full effect and force.
Amendment No. 6 to
Joint Powers Agreement for Standard Data Record
Document Control Date: May 27, 2015

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

WHEREAS, the underlying Counties entered into the Joint Powers Agreement for the purposes of collecting, storing, and maintaining data necessary to the assessment function performed by the California County Assessors ("hereinafter "Participating Assessors"), each of which is an officer and agent of his or her respective county; and

WHEREAS, Section 4(c) of the Joint Powers Agreement provides that each Assessor shall deposit his or her county's share of the costs of this Agreement, in a project account to be established in the name of Coordinating Assessor.

WHEREAS, the Participating Assessors now desire to deposit his or her county's share of the costs of this Agreement, in an account of the California Assessors' Association.

NOW, THEREFORE, the Participating Assessors mutually agree:

1. Deposit of costs of the Agreement. Each county's share of the costs of this Agreement will be deposited into an account of the California Assessors' Association.

2. Signature in Counterparts. This Amendment may be executed in counterparts by all parties. The Amendment 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.
3. Except as amended herein, the remaining provisions of the Joint
Powers Agreement shall remain the same and in full effect and force.
Amendment No. 7 to
Joint Powers Agreement for Standard Data Record
Document Control Date: April 27, 2016

This Amendment to the Joint Powers Agreement, titled “Standard Data Record Network Group Agreement” (hereinafter “Joint Powers Agreement”), is entered into by, between, and among the undersigned California counties for the purposes of collecting, storing and maintaining data necessary to the assessment function.

WHEREAS, the underlying Counties entered into the Joint Powers Agreement for the purposes of collecting, storing, and maintaining data necessary to the assessment function performed by the California County Assessors (hereinafter “Participating Assessors”), each of which is an officer and agent of his or her respective county; and

WHEREAS, the Participating Assessors now desire to exercise the option to extend the term of the Joint Powers Agreement for an additional four-year term effective July 1, 2016 through June 30, 2020; and to recognize, at this time for future extensions, the permanent and annual business of e-files for data collection and handling of the Business Property Statement (BPS); and

WHEREAS, the Participating Assessors now desire to elect Dan Goodwin, Ventura County Assessor, as the Coordinating Assessor to the next four-year term effective July 1, 2016 through June 30, 2020.

NOW, THEREFORE, the Participating Assessors mutually agree:

1. **Extend Term.** The term of the Joint Powers Agreement is hereby extended for an additional four (4) years with term beginning July 1, 2016 through June 30, 2020, and recognizes e-files as a permanent and annual business resource to the assessment function.

2. **Nomination.** This Amendment recognizes the election of Dan Goodwin as the Coordinating Assessor from July 1, 2016 through June 30, 2020.

3. **Signature in Counterparts.** This Amendment may be executed in counterparts by all parties. The Amendment 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.

4. **Except as amended herein,** the remaining provisions of the Joint Powers Agreement shall remain the same and in full effect and force.
Amendment No. 8 to
Joint Powers Agreement for Standard Data Record
Document Control Date: December 15, 2017

This Amendment to the Joint Powers Agreement, titled “Standard Data Record Network Group Agreement” (hereinafter “Joint Powers Agreement”), is entered into by, between, and among the undersigned California counties for the purposes of collecting, storing and maintaining data necessary to the assessment function.

WHEREAS, the underlying Counties entered into the Joint Powers Agreement for the purposes of collecting, storing, and maintaining data necessary to the assessment function performed by the California County Assessors (“hereinafter “Participating Assessors”), each of which is an officer and agent of his or her respective county; and

WHEREAS, the Participating Assessors now desire to elect San Bernardino Assessor Bob Dutton as the Coordinating Assessor to complete the current four-year term effective July 1, 2016 through June 30, 2020.

NOW, THEREFORE, the Participating Assessors mutually agree:

1. Nomination of Assessor Bob Dutton. This Amendment recognizes San Bernardino County Assessor Bob Dutton as the Coordinating Assessor from January 1, 2018 through June 30, 2020.

2. Signature in Counterparts. This Amendment may be executed in counterparts by all parties. The Amendment 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.

3. Except as amended herein, the remaining provisions of the Joint Powers Agreement shall remain the same and in full effect and force.
Amendment No. 9 to
Joint Powers Agreement for Standard Data Record
Document Control Date: May 1, 2020

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

WHEREAS, the underlying Counties entered into the Joint Powers Agreement for the purposes of collecting, storing, and maintaining data necessary to the assessment function performed by the California County Assessors (hereinafter "Participating Assessors"), each of which is an officer and agent of his or her respective county; and

WHEREAS, the Participating Assessors now desire to exercise the option to extend the term of the Joint Powers Agreement for an additional four-year term effective July 1, 2020 through June 30, 2024; and to recognize, at this time for future extensions, the permanent and annual business of e-files for data collection and handling of the Business Property Statement (BPS); and

WHEREAS, the Participating Assessors now desire to elect Bob Dutton, San Bernardino County Assessor, as the Coordinating Assessor to the next four-year term effective July 1, 2020 through June 30, 2024.

NOW, THEREFORE, the Participating Assessors mutually agree:

1. **Extend Term.** The term of the Joint Powers Agreement is hereby extended for an additional four (4) years with term beginning July 1, 2020 through June 30, 2024, and recognizes e-files as a permanent and annual business resource to the assessment function.

2. **Nomination.** This Amendment recognizes the election of Bob Dutton as the Coordinating Assessor from July 1, 2020 through June 30, 2024.

3. **Signature in Counterparts.** This Amendment may be executed in counterparts by all parties. The Amendment 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.

4. **Except as amended herein,** the remaining provisions of the Joint Powers Agreement shall remain the same and in full effect and force.