**AGREEMENT FOR COMPENSATION**

**TO COUNTY OF SAN MATEO FOR COLLECTION**

**OF SPECIAL CHARGES**

THIS AGREEMENT, is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 20\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and [TAXING AGENCY];

W I T N E S S E T H:

**WHEREAS**, as a service to cities, special districts, and other taxing entities (the “Taxing Entities”), the County collects certain special charges through the countywide property tax bill and, in exchange for collecting such special charges, the County is compensated pursuant to agreements with each of the affected Taxing Entities.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. **Term, Renewal, and Termination**

This Agreement shall be in full force and effect for the billing and collection of special charges by the County for and on behalf of [TAXING AGENCY] for a period of one (1) year commencing July 1, 20\_\_, for the FY 20\_\_-\_\_.

This Agreement shall automatically renew containing the same terms and conditions for Fiscal Year 20\_\_\_\_\_\_ and each subsequent fiscal year thereafter unless either party notifies the other party in writing at least ninety (90) days prior to the close of the fiscal year of its intention not to renew.

1. **Determination of Special Charges**

No later than August 1st of each fiscal year that this Agreement remains in effect, [TAXING AGENCY] shall provide, in electronic format (diskette, CD, magnetic tape, or electronic mail), a complete list of its special charges that are to be included in the County’s annual tax billing to the County of San Mateo’s Controller’s Office.

1. **Inclusion of Special Charges; Collection and Remittance**

In consideration for the payments set forth herein, the County shall include the special charges levied by [TAXING AGENCY] as part of the County’s annual tax roll and tax bill. The County shall collect amounts based upon [TAXING AGENCY]’s list of special charges, as referenced in Section 2 above, for [TAXING AGENCY] and shall remit the same to [TAXING AGENCY] at the same time and in the same manner as provided for other public agencies for whom the County acts as a collecting agent.

1. **Compensation**

As compensation for services to be performed by the County pursuant to this Agreement, [TAXING AGENCY] agrees to pay the County, commencing with the Fiscal Year 20\_\_\_\_\_, according to the following fee schedule:

(a) $1.42 per parcel for each special charge to be collected unless the aggregate amount of the fees to be paid pursuant to this subsection (a) exceeds 5% of total special charge collected by the County on behalf of [TAXING AGENCY] pursuant to this Agreement, in which case [TAXING AGENCY] agrees that, as payment pursuant to this subsection, it will pay the County an amount equal to 5% of such total special charge collected by the County. The parties further agree that the “per parcel” fee set forth herein shall be subject to a percentage increase or decrease each fiscal year in accordance with the annual change in the County Labor Service Charge rate announced by the County Manager’s Office in connection with the County’s budgeting process.

(b) $25 for each correction submitted by [TAXING AGENCY] to the tax roll after the tax roll has been prepared to the extent such corrections are necessary due to errors in the proofs approved by [TAXING AGENCY] prior to August 10th.

(c) If the aggregate amount of the fees to be paid pursuant to subsection (a) above are equal to or less than $10.00, then such fees will be waived due to their immaterial fiscal impact.

1. **Warranties; Hold Harmless**

[TAXING AGENCY] hereby warrants and represents, to the best of its knowledge, that the special charges do not violate applicable laws and regulations, including but not limited to Proposition 218, and further represents that the special charges are not illegal in any respect.

[TAXING AGENCY] agrees to indemnify and hold harmless the County, its officers, agents, and employees from all claims, suits, or actions of every name, kind, or description, brought for or on account of, the County’s collection of the special charges, including but not limited to the payment of any and all attorney’s fees. [TAXING AGENCY] shall have the right to select counsel or to use its own counsel, in its discretion, in the County’s defense. The duty of [TAXING AGENCY] to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

1. **Merger Clause**

This Agreement, including any exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto with respect to the subject matter herein and correctly states the rights, duties, and obligations of each party as of this document’s date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document, including but not limited to the Initial Agreement, the 2003 Amended Agreement, and the 2009 Agreement, are not binding and are superseded. No subsequent modification of this Agreement shall be valid unless it is in writing and signed by the parties.

1. **Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

1. **Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

**In the case of County, to: Juan Raigoza, Controller**

 **555 County Center**

 **Redwood City, CA 94063**

 **Facsimile 650 363 7888**

In the case of [TAXING AGENCY], to:

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By:

 Juan Raigoza, Controller, San Mateo County

Date:

[TAXING AGENCY]

By: