

REAL PROPERTY TAX COLLECTION AGREEMENT

This **AGREEMENT** is made and entered into this _____ day of _____, 2020, by and between **THE CITY OF WARREN**, a Pennsylvania Third Class City and Home Rule Municipality with an address of 318 West Third Avenue, Warren, PA 16365 hereinafter referred to as "City",

AND

THE COUNTY OF WARREN, a Pennsylvania County of the Sixth Class, with an office at 204 West Fourth Avenue, Warren, PA 16365 hereinafter referred to as "County",

AND

THE WARREN COUNTY SCHOOL DISTRICT, with an office located at 6820 Market Street, Russell, PA 16345 hereinafter referred to as "School District" (collectively the "Parties").

WHEREAS, on July 17, 1978, the Parties entered into an agreement pursuant to which the City was to provide tax collection services for the County and the School District for remuneration outlined therein (1978 Agreement); and

WHEREAS, the 1978 Agreement was amended in 1982 to provide a formula for compensating the City for the costs of its services; and

WHEREAS, no other amendments or changes to the 1978 Agreement have been made; and

WHEREAS, it is deemed advisable and in the best interest of the Parties to terminate the existing 1978 Agreement, as amended, and to enter into a new agreement (Agreement) for Tax Collection Services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. The 1978 Agreement pertaining to Real Estate Tax Collection Services dated July 17, 1978 and the 1982 amendment thereto are hereby terminated; and
2. The City of Warren shall act as the Real Estate Tax Collector for itself, the County, and the School District with respect to those taxes which each party individually levies against properties located within City limits; and
3. The City shall collect all taxes assessed and levied by each of the Parties and disburse to each of the Parties all taxes collected by the City in conformity with and as required by law and the ordinances of each of the Parties, effective for tax years commencing on or after January 1, 2019; and
4. The City will reimburse the County for the printing costs incurred by the County in preparing that part of the tax duplicate necessary for the City to collect its annual taxes; and
5. Based upon the proportion of the real estate taxes levied on its behalf, each Party shall pay a percentage of the expenses incurred by the City as a result of providing such tax collection service. Expenses include, but are not limited to, Secretary/Clerk personnel

services (wages and benefits), postage, printing, telephone, office supplies, technology services, training and education; and

6. The City will invoice the County and the School District for costs incurred during the preceding calendar quarter. Invoices will be sent in April, July, October, and January. Payment is due within thirty (30) days of receipt of the invoice; and
7. The County and the School District may request an accounting of the costs incurred for any invoiced calendar quarter; and
8. The City will provide the computer equipment necessary to process payments; and
9. The designated tax collector of the City of Warren shall be bonded in an amount as set by the Court of Common Pleas of the 37th Judicial District of Pennsylvania; and
10. All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid, or unenforceable by any court of law (or arbitrator) for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto; and
11. This Agreement shall become effective as of January 1, 2019 and shall automatically renew and shall continue in full force and effect until such time as any party may withdraw from the Agreement by written notification with such notification to be submitted to the other parties at least sixty (60) days prior to January 1 of the year in which the taxes are to be collected; and
12. This Agreement embodies the entire understanding between the parties and any alterations or amendments must be made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

CITY OF WARREN

Nancy K. Freenock, City Clerk

Maurice J. Cashman, Mayor

ATTEST:

WARREN COUNTY

Printed Name: _____

Ben Kafferlin, Chairman

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Printed Name: _____

Printed Name: _____