

COUNTY OF CHESTER

AGREEMENT FOR PROPERTY TAX COLLECTION SERVICES

THIS AGREEMENT is made and entered into this 10th day of January, 2024, by and between the County of Chester (hereinafter "County") and Modena Borough, 5 Woodland Avenue, Modena, PA 19358 (hereinafter "Municipality").

WITNESS

County proposes to provide services to the Municipality and County agrees to provide such services under and subject to the following terms and conditions:

1.0 SCOPE OF SERVICES:

- 1.1 County shall provide services as a municipal entity and not be considered as an employee of the Municipality or otherwise related status for purposes of this Agreement. County will diligently and conscientiously devote its time and attention and best efforts to render services as indicated.
- 1.2 County shall provide Property Tax Collection Services (hereinafter "Services") as required by the Municipality. The Services shall be performed by the County of Chester Office of the Treasurer. Services to be provided shall be as specified in this Agreement.

2.0 COUNTY RESPONSIBILITIES:

- 2.1 Distribution of tax bills to all parcels in the Municipality. The number of tax parcels in each Municipality shall be determined by the identification of such in the County database. The Services to be provided include:
 - 2.1.1 Annual delivery of bill to parcel holder of record for municipal taxes due. Such bill shall be delivered to each parcel holder in an acceptable delivery manner, including but not limited to United States Postal Service (USPS) delivery, electronic delivery to a mortgage company, electronic delivery, or any other delivery method determined by County to be effective service. If the bill is delivered by US Mail, it shall be first class delivery to the address of record for parcel holder.
 - 2.1.2 The County, through its vendor(s), shall ensure compliance with all USPS address-verification requirements, including requirements to allow bulk mailing rates to apply.
 - 2.1.3 The County, through its vendor(s), shall supply all printing supplies and printing, including paper stock and postage.

- 2.1.4 County shall be responsible for payment processing and collection, either directly or through its vendor. County shall process and record all receipts through its database. County shall make all good faith efforts to ensure that parcel holders receive their bills timely, accurately, and in the manner requested. County shall not be responsible for tax payments in arrears due to improper delivery or other improper notice to parcel holder. All parcel holders in the Municipality are responsible for ensuring that they receive their bills and pay their taxes in a timely manner. If a parcel holder does not receive a bill, he or she is responsible for contacting the County.
- 2.1.5 The Municipality understands that it may be responsible for any additional costs related thereto.
- 2.1.6 The County will provide duplicate bills to parcel holders when requested. The County will distribute receipts to parcel holders on demand.
- 2.1.7 The County will ensure that records of delinquencies shall be transmitted to Tax Claims for further action in a timely fashion.
- 2.1.8 County shall generate the following reports to the municipality in the format (electronically or hard copy) they prefer per the following schedule:
- Payout Report – Monthly report will give detailed information on payments received in the time period specified.
 - Tax Collection Report – Monthly report will show amounts (face, discount, and penalty) paid plus any amounts written off or refunded.
 - Billing Detail – Spreadsheet will list all bills in detail that were generated and will be sent to Municipality before bills are mailed. Will include customer plus parcel information, if the parcel was requested by mortgage company, and amount due dependent upon due date.

3.0 MUNICIPALITY OBLIGATIONS:

- 3.1 County will mail all municipal bills by February 1 of each year. The County will adhere strictly to the Municipality's parameters for payment amounts and due dates. The County shall not grant any waivers, postponements, or discounts to individual parcel owners. The Municipality may reserve the right to adjust individual tax payments due. However, the Municipality must work within the restraints of the County's reporting systems.
- 3.2 Payment of fee. Forty-five (45) days after the first annual billing date, County will automatically deduct the annual fee and forward the net proceeds.

3.3 The Municipality must notify the County IN WRITING of its annual millage rate by no later than January 5 of each tax year. Such writing may be in printed or electronic form. In the event that County does not receive such millage rate timely, County reserves the right to suspend all of its obligations herein, regarding performance of the Services, for the tax year in question.

3.4 For customer service, the Municipality will cooperate with the County to notify taxpayers that they should contact the County website or Treasurer's office. The Treasurer's Office will NOT change nor decrease any municipal tax obligation for someone requesting such. The Municipality may provide a mechanism for requests for relief from payment.

4.0 ADDITIONAL SERVICES:

4.1 Following the initial payment period as referenced in Section 3.2, above, the County will bill for services monthly. The County will deduct monthly fees from any outstanding funds before remitting proceeds to Municipality.

4.2 Past Due Notices – In the event Municipality chooses this service, County shall be responsible for printing and mailing of past due notices to any taxpayer of record who has not paid as of a date determined solely by County but not earlier than County's established date for a penalty to attach.

4.3 County shall provide any current-tax-year information required by Chester County Tax Claims on Municipality's behalf.

5.0 PAYMENTS:

5.1 County shall remit payment to Municipality on a 30-day cycle, beginning 45 days after the established billing date. The established billing date will be the date established pursuant to Section 3.1, herein, and set out on the tax bill as the first day on which taxes are due for that cycle. For example, tax bills are dated February 1, the discount, face and penalty periods are set from that date, February 1. That will be your established billing date. County remittance will begin 45 days thereafter, and Municipality will receive funds every 30 days after that.

5.2 The County will remit payment by check.

6.0 METHOD OF PAYMENT:

6.1 Municipality agrees to pay the County as follows:

- \$ 4.00/original invoice
- \$ 2.00/piece for past due notices

6.2 The County shall collect all monies through the first forty-five (45) days of collection cycle and will deduct the entire fee owed to the County before distributing the proceeds. Thereafter, the County will collect money and distribute at the end of the month.

6.3 Should additional services be required by the Municipality, the County Treasurer shall have the authority on behalf of the County to negotiate any fees and/or services required. All changes shall be documented in writing and agreed to by both parties.

7.0 DISCRIMINATION:

Municipality expressly agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all other applicable Federal, State and/or Local Laws, ordinances, rules, regulations and orders prohibiting discrimination in hiring or employment opportunities. Compliance is not delegable to any union, training program or other source of recruitment which prevents the Municipality from meeting their obligations hereunder.

8.0 TERM OF AGREEMENT:

This agreement shall begin January 1, 2024 and continue for a two (2) year period ending December 31, 2025. Should Municipality intend to continue services after December 31, 2025, Municipality shall notify the County of Chester Treasurer's Office, in writing, **no later than October 1, 2025** to request and execute a new agreement for services. The County reserves the right to negotiate terms and conditions.

9.0 TERMINATION:

This Agreement shall terminate upon thirty (30) days written notice by either party at any time or upon incapacity of County. In the event of termination, Municipality shall pay County for work performed up to and including the effective date of the termination.

10.0 RECORD MAINTENANCE:

County agrees to maintain, produce and forward electronically records relating to the receipt of payments by municipal parcel holders. Further, County agrees to maintain records relating to the performance of the Services hereunder as required by Municipality. Such records shall be open for inspection to Municipality and to such agents of Municipality as are designated during reasonable business hours.

11.0 SOLE CONTRACTOR:

County agrees that it shall be Municipality's sole provider of Services provided under the terms of this Agreement and should it be necessary to engage any subcontractors to assist the County in the provision of services designated herein, the County accepts full responsibility for the performance of any subcontractors. All provisions of this Agreement shall apply equally to any County subcontractors. County agrees to indemnify, defend and hold Municipality harmless from and against all claims, losses, expenses, demands or judgments which result or arise out of the willful misconduct of the County or its officers, agents, servants, subcontractors or employees under this Agreement for personal injury as well as for any employment, discrimination or other employment related claims concerning County's employees or subcontractors.

The Municipality, its successors and assigns shall indemnify the County, its Commissioners, officers, officials, employees, representatives, and agents and shall hold them harmless from any and all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties and losses, of any nature and costs, which may arise against the County, its Commissioners, officers, officials, employees, representatives and agents from or related to an act or omission of the Municipality, its officials, employees, representatives, students or guests stemming from this Agreement, to the extent any such claim is not otherwise barred by the immunity protections set forth in the Political Subdivision Tort Claims Act, as amended, 42 PA. C.S.A. S 8541 et seq., or other applicable laws.

12.0 DEFAULT/RESOLUTION:

If the County or Municipality defaults in its performance under the terms and conditions of the Agreement, the defaulting party shall be notified promptly in writing within ten (10) days of the default. If the defaulting party fails to resolve a default within thirty (30) days after notification or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this Agreement shall be terminated.

13.0 CONFLICT OF INTEREST:

County will inform the Municipality in writing immediately if any potential conflict of interest arises during the performance of this Agreement. A conflict of interest may constitute grounds for termination of this Agreement following notification of the conflict, where the same is not corrected or resolved by the parties within thirty (30) days after notice.

14.0 DEPUTIZATION:

County Treasurer collects municipal taxes only when there is no elected tax collector or when an elected tax collector with approval of their taxing district and surety, deputizes in writing, a deputy tax collector who when so deputized shall be authorized to receive and collect any or all of the taxes in like manner and with like authority as the tax collector appointing them. Any tax collector, appointing any deputy collector, shall be responsible for and account to the taxing district for all taxes received and collected by his deputy. The Municipality shall provide a resolution approving a contract for tax collection services and certifying its compliance by the elected tax collector.

15.0 PUBLIC OFFICIAL AND EMPLOYEES ETHICS ACT:

County certifies that to the best of its knowledge, no Municipal official or employee has a vested interest, financial or otherwise, in this Agreement. County agrees to comply in all respects with the Public Official and Employees Ethics Act (65 P.S. Section 1101 et seq.)

16.0 NOTICE:

Notices under this Agreement shall be directed to:

For Municipality:

Borough of Modena
Attn: Virginia Cloud, Secretary
P.O. Box 116
Modena, PA 19358

For County:

Patricia Maisano, Treasurer of Chester County
313 W. Market Street, Suite 3202
P.O. Box 2748
West Chester, PA 19380-0991

17.0 CHANGES/MODIFICATIONS:

Any alteration, variation, modifications or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an Amendment, which shall be attached to and become part of the Agreement.

18.0 RIGHT-TO-KNOW LAW:

A). The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract. B). Unless the Municipality provides the County, in writing, with the name and contact information of another person, the agency shall notify the Municipality using the Municipality information provided by the Municipality herein if the agency needs the Municipality's assistance in any matter arising out of the Right to Know Law ("RTKL"). The Municipality shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change. C). Upon notification from the County or the Right to Know Requestor that the County requires the Municipality's assistance in responding to a RTKL request for records in the Municipality's possession, the Municipality shall provide the County, within ten (10) calendar days after receipt of such notification, access to, and copies of, any document or information in the Municipality's possession which arises out of the Contract that the County requests ("Requested Information") in order to comply with the RTKL. If the Municipality fails to provide the Requested Information within ten (10) calendar days after receipt of such request, the Municipality shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur as a result of the Municipality's failure, including any statutory damages assessed against the County. D). The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Municipality agrees not to challenge the County's decision to deem the Requested Information a Public Record. If the Municipality considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Municipality will immediately notify the County, and will provide a written statement signed by a

representative of the Municipality explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Municipality's written statement, the County still decides to provide the Requested Information, Municipality will not challenge or in any way hold the County liable for such a decision. E). The County will not reimburse the Municipality for any costs associated with complying with this provision. F). Municipality agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Municipality agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. Municipality's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Municipality has Requested Information in its possession.

19.0 BREACH OF PERSONAL INFORMATION ACT:

Breach of Personal Information Act: The Municipality must comply with Pennsylvania's Breach of Personal Notification Act ("BPINA"), 73 P.S. § 2301, et seq. During the course of this Agreement, Municipality may obtain or be given access to the Personal Information of Commonwealth residents. Pursuant to Section 2302 of BPINA, "Personal Information" includes an individual's first name or initial and last name AND: social security number, driver's license, state-issued identification card, financial account number, credit or debit card number, medical information, health insurance information, a username or email address with way to access account. Upon discovery of a breach, Municipality must provide notice of said breach to the County as soon as practically possible, but not more than seven (7) days following date of discovery of breach. The date of discovery is the date Municipality first had knowledge or reasonable suspicion that a breach occurred. In accordance with Section 2303 of BPINA, the County is responsible for making the subsequent determinations as to whether to provide notice of breach to affected Commonwealth residents in accordance with the requirements of BPINA.

20.0 LAWS OF COMMONWEALTH:

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall lie within Chester County, Pennsylvania. The Municipality has the responsibility and obligation to become aware of and comply with all applicable statutes, rules and regulations which affect this transaction in any regard.

Municipality shall comply with all federal, state and local laws and regulations applicable to its performance under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have entered their duly authorized signatures below on the date first set forth above.

MUNICIPALITY:

[Signature]
Signature of Authorized Official
Jennifer Daywalt Pres of Council
Typed Name & Title of Authorized Official

Witness for Municipality:

Victoria Clard, Secretary
Signature

COUNTY OF CHESTER:

[Signature]
Chair, Commissioner
Margaret M. Kocowicz
Commissioner
[Signature]
Commissioner
Witness for County:
Robert J. Hagel
Chief Clerk

CONTRACT ID: 22414