

**AGREEMENT FOR THE COLLECTION BY THE COUNTY OF MENDOCINO OF THE
DELINQUENT SEWER AND GROUNDWATER MANAGEMENT FEES LEVIED BY THE
MENDOCINO CITY COMMUNITY SERVICES DISTRICT**

This Agreement is entered into by and between the COUNTY OF MENDOCINO (hereinafter referred to as "COUNTY"), a political subdivision of the State of California and MENDOCINO CITY COMMUNITY SERVICES DISTRICT (hereinafter referred to as "DISTRICT"), a special district of the State of California located in the County of Mendocino.

WHEREAS, DISTRICT is a city, school district, special district, or other legal entity located in the COUNTY, and desires that the COUNTY collect and distribute its delinquent sewer and groundwater management fees; and

WHEREAS, the Board of Directors of the Mendocino City Community Services District collects certain fees and charges for District facilities and services pursuant to Government Code 61115; and

WHEREAS, Government Code 61115(b) authorizes DISTRICT to request COUNTY to collect its charges and penalties in the same manner as property taxes; and

WHEREAS, DISTRICT has requested collection of the delinquent sewer and groundwater management fees in the same manner as ordinary county ad valorem taxes and will provide a list of parcels and the amount to be collected for each parcel; and

WHEREAS, Government Code sections 61115(d), 29304 and 51800 authorize the COUNTY to recoup its collection costs when the County collects taxes, fees, or assessments for any special district, school district, zone, or improvement district.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. COUNTY agrees to collect on and remit to DISTRICT all delinquent sewer and groundwater management fees of the DISTRICT as are timely and properly submitted by DISTRICT to COUNTY by including said delinquent charges on bills for taxes levied against the respective lots and parcels of land located within DISTRICT except that delinquent fees will not be placed on parcels which are low value exempt, public utilities, government-owned, or do not receive tax bills for some other reason.
2. When COUNTY is to collect DISTRICT's delinquent fees DISTRICT agrees to notify in writing the COUNTY Auditor on or before the 10th day of August of each fiscal year of the Assessor's parcel numbers and the amount of each delinquent fee to be so collected. Any such notice, in order to be effective, must be received by the COUNTY Auditor by said date.
3. Unless otherwise set by law, COUNTY may charge DISTRICT a sum equal to two percent (2%) of the amount levied by the COUNTY (hereinafter "COLLECTION FEE") for the reasonable costs incurred by COUNTY for collection of delinquent fees and such COLLECTION FEE will be deducted from the twice per year payment made to DISTRICT for the amount of delinquent sewer and groundwater management fees actually collected.
4. DISTRICT warrants that the fees imposed by DISTRICT and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to, Articles XIII C and XIII D of the California Constitution (i.e., Proposition 218).

5. DISTRICT hereby releases and forever discharges COUNTY and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of DISTRICT's responsibility under this Agreement, or other action taken by DISTRICT in establishing a fee or and implementing collection of fees as contemplated by this Agreement.
6. The COUNTY and its Auditor-Controller/Treasurer-Tax Collector has not determined the validity of the fees to be collected pursuant to this Agreement, and the undersigned DISTRICT hereby assumes any and all responsibility for making such determination. The undersigned DISTRICT agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, and agents from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement or the imposition of fees collected pursuant to this Agreement, and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except when such indemnification is prohibited by law.
7. DISTRICT shall not assign or delegate any portion or interest of this Agreement and any such assignment or delegation shall be null and void.
8. This Agreement shall continue from year to year and shall be subject to termination by either party for any reason upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, pursuant to the authorization of the respective governing bodies of the parties hereto, COUNTY and DISTRICT have caused this Agreement to be executed from the date this Agreement becomes fully executed by all parties.

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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

See Page 3B

DEPARTMENT HEAD _____ DATE _____

Budgeted: N/A

Grant: ☐ Yes ☒ No

Grant No.: N/A

MENDOCINO CITY COMMUNITY SERVICES DISTRICT

By: See Page 3B _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Mendocino City Community Services District
PO Box 1029
Mendocino, CA 95460

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 09/09/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Arcie
Deputy 09/09/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Arcie
Deputy 09/09/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 07/15/2025

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Charlotte Scott
COUNTY COUNSEL

Date: 07/15/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO or Designee

Date: 07/15/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Special District _____

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Chamion Quirin 08/15/2025
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: AC 1110

Line Item: 82-6115 Revenue

Grant: ☐ Yes ☒ No

Grant No.: _____

COUNTY OF MENDOCINO

By: See Page 3A
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: See Page 3A
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: See Page 3A
Deputy

INSURANCE REVIEW:

By: See Page 3A
Risk Management

Date: _____

MENDOCINO CITY COMMUNITY SERVICES DISTRICT

By: [Signature]

Date: 8/14/2025

NAME AND ADDRESS OF CONTRACTOR:

Ryan Rhoades
Superintendent, MCCSD
P.O. Box 1029, Mendocino
Ca, 95460

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: See Page 3A
COUNTY COUNSEL

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: See Page 3A
Deputy CEO or Designee

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐ _____
Exempt Pursuant to MCC Section: _____