

THE STATE OF TEXAS

§

COUNTY OF FORT BEND

§

§

**INTERLOCAL COOPERATION AGREEMENT FOR  
THE COLLECTION OF TAXES**

This Interlocal Agreement (hereinafter referred to as "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "County"), acting through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 (hereinafter referred to as FB LID 12), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Directors.

**RECITALS**

WHEREAS, FB LID 12 has the authority to authorize County to act as tax assessor/collector for FB LID 12, and County has the authority and obligation to so act; and,

WHEREAS, the Fort Bend County Tax Assessor/Collector has approved this Agreement; and,

WHEREAS, FB LID 12 and County believe it is in the best interests of the citizens of Fort Bend County to enter into this Agreement; and,

NOW THEREFORE, County and FB LID 12 for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to formally designate the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for FB LID 12 for the collection of ad valorem taxes, including penalties, interest and attorney's fees for the collection of taxes owed FB LID 12 in Fort Bend County.

**ARTICLE II  
TERM**

- 2.01 This Agreement shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2017.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.
- 2.03 FB LID 12 may terminate this agreement at any time by providing ninety (90)

- days advanced written notice to County.
- 2.04 County may terminate this agreement by providing written notice to FB LID 12 no later than six (6) months in advance of the expiration of the initial term of this Agreement or any renewal term.
- 2.05 In the event of termination of this Agreement by FB LID 12, FB LID 12 shall assume all contractual obligations entered into with County for services rendered to FB LID 12 for the duration of the term of the Agreement and any renewal, and County shall be relieved of all contractual obligations under this agreement.

ARTICLE III  
OBLIGATIONS OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for FB LID 12 for tax accounts within the jurisdiction of FB LID 12 and within Fort Bend County.
- 3.02 FB LID 12 hereby designates the County Tax Assessor/Collector as its Tax Assessor/Collector for purposes of compliance with Chapter 26 of the Texas Property Tax code, as amended.
- 3.03 County shall perform all the duties required by law of the Tax Assessor-Collector of FB LID 12 with regard to assessing and collection of ad valorem taxes.
- 3.04 FB LID 12 shall adopt a tax rate by October 1 of each year. In the event the tax rate is adopted subsequent to October 1 of any year, FB LID 12 shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 FB LID 12 hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for FB LID 12, including but not limited to:
- A. Calculation of taxes, preparation of current and delinquent tax rolls, pro-ration of taxes, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes, issuance of refunds, and calculation of the effective and rollback tax rates as required by Section 26.04 of the Property Tax Code.
  - B. County shall assess and collect the ad valorem property taxes owing to the FB LID 12. The term "assess" does not include those functions defined as "appraisal" by the Property Tax Code.
  - C. The county shall produce a consolidated tax statement for both County and FB LID 12 taxes.
  - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of FB LID 12.
  - E. County shall mail statements.
  - F. County shall mail notices of delinquent service charges in accordance with Section 33.07 of the Texas Property Tax Code.
  - G. County shall perform for FB LID 12 all duties provided by law of the State of Texas for the collection of taxes.
  - H. County shall perform any additional, reasonable services which may be requested by FB LID 12. All additional services shall be billed to FB LID 12 by County at actual costs.

- 3.06 County shall provide the following reports, upon request, by FB LID 12:
- A. Report of the current year tax levy, showing taxable value, exemptions, abatements, net taxable values, tax rate, and tax levy for each parcel of property;
  - B. Remittance report with each remittance to FB LID 12 showing the taxes paid by year, amount paid, principal and interest paid, service charge paid, etc.;
  - C. Monthly report of tax activity showing the amount of initial levy, collections during month for both current and delinquent taxes, adjustments during the month, and the year-to-date collections percentage of current levy; and
  - D. Any additional reports which may be requested by the FB LID 12.
- 3.07 The taxes collected by County for FB LID 12 shall be remitted as follows:
- A. by ACH; or
  - B. by wire to FB LID 12's designated depository or agent; or
  - C. by check mailed to FB LID 12.
- 3.08 FB LID 12 shall provide written notification to County of the manner in which taxes shall be remitted, as described in Section 3.07 above.
- 3.09 The taxes collected by County shall be remitted to FB LID 12 at least once per week.
- 3.10 Wire transfers shall incur a charge of five dollars (\$5.00) for each transfer.
- 3.11 Refunds to taxpayers and taxpayer checks returned from banks shall be deducted from the County's remittance to FB LID 12.

ARTICLE IV  
OBLIGATIONS OF FB LID 12

- 4.01 FB LID 12 agrees to promptly deliver to County all records necessary to perform its duties under the terms of this Agreement.
- 4.02 For services rendered pursuant to this Agreement, FB LID 12 agrees to pay County the following amounts:
- A. Thirty-five cents (\$0.35) per parcel per year;
  - B. One dollar (\$1.00) per account to add delinquent accounts to County's records; and
  - C. Other costs for which FB LID 12 will reimburse the County for actual costs incurred for any additional services requested by FB LID 12 or mandated by state statute.
- 4.03 FB LID 12 shall pay to County the cost of assessment and collection as provided in Section 4.02. The payment shall be remitted to County after the mailing of consolidated tax statements and no more than 30 days after receipt of County invoice.

ARTICLE V  
ADMINISTRATIVE PROVISIONS

- 5.01 All records necessary to be maintained by County for the assessment and collections of taxes shall be kept clearly on the books and records of County, and a designated representative of FB LID 12, including FB LID 12 auditors, is authorized to examine the records maintained by County at such reasonable time and interval as FB LID 12 deems necessary. Such books and records will be kept in the offices of County.
- 5.02 FB LID 12 may maintain a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars (\$100,000.00).
- 5.03 FB LID 12 shall transfer to the possession and control of County, without charge, copies of all records necessary for the performance of the duties and responsibilities of County pursuant to this Agreement, which shall include all tax records, including the delinquent tax rolls.
- 5.04 County shall not be legally responsible to FB LID 12 for any failure to collect taxes, nor shall the County Tax Assessor-Collector be legally responsible unless the failure to collect taxes results from failure to perform the duties imposed by law and by this Agreement.
- 5.05 FB LID 12 reserves the right to institute such suits for the collection of delinquent taxes as FB LID 12 deems necessary and to contract with an attorney for collection of delinquent taxes.
- 5.06. County shall comply with all provisions of the Texas Property Tax Code, as amended, and any policies and procedures regarding collection of ad valorem property taxes which FB LID 12 may adopt.
- 5.07 In the event County waives any penalty and/or interest on any parcel, pursuant to Section 33.011 of the Property Tax Code, FB LID 12 consents to the waiver of the penalty and/or interest on the same parcel(s), and hereby authorizes County to waive such penalty and/or interest on behalf of FB LID 12.

ARTICLE VI  
LIABILITY

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

ARTICLE VII  
MISCELLANEOUS

- 7.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- 7.02 Venue for any litigation involving this Agreement shall be in Fort Bend County,

Texas.

- 7.03 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7.04 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 7.05 This Agreement may not be assigned by either party.

ARTICLE VIII  
NOTICES

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to FB LID 12 or the County at the following addresses:

To County:                      The Honorable Patsy Schultz  
Fort Bend County Tax Assessor-Collector  
1317 Eugene Heimann Circle  
Richmond, Texas 77469-3623

To:                                      Fort Bend County Levee Improvement District No. 12  
c/o Smith Murdaugh Little & Bonham LLP  
2727 Allen Parkway, Ste 1100  
Houston, TX 77019-2191

Copy to:                              Fort Bend County Attorney  
301 Jackson, Suite 728  
Richmond, Texas 77469

Either party may designate a different address by giving the other party ten (10) days written notice thereof.

ARTICLE IX  
ENTIRE AGREEMENT AND ATTACHMENT

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral.

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

**FORT BEND COUNTY**

\_\_\_\_\_  
Robert E. Hebert, County Judge

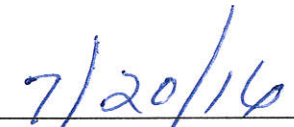
\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Date

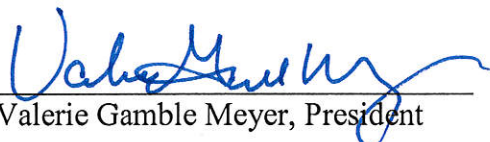
\_\_\_\_\_  
Date

APPROVED:

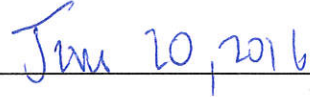
  
\_\_\_\_\_  
Patsy Schultz, Tax Assessor/Collector

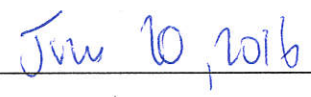
  
\_\_\_\_\_  
Date

**FORT BEND LEVEE IMPROVEMENT DISTRICT NO. 12**

  
\_\_\_\_\_  
Valerie Gamble Meyer, President

  
\_\_\_\_\_  
Larry Gore, Secretary

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

MER:Interlocal Agreement.Tax Collection:1396(040506)