

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR THE
ADMINISTRATION OF FORT BEND COUNTY ASSISTANCE DISTRICT USE TAX
COLLECTIONS AND USE TAX GRANTS**

This 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, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court (hereinafter referred to as the “County”), and Fort Bend County Assistance District Nos. 1, 4, 5, 6, 7, 8, 9, 10, 11, and 12 (hereinafter collectively referred to as the “Districts”), each political subdivisions of the State of Texas, acting herein by and through its respective Board of Directors.

RECITALS

WHEREAS, under Local Government Code Section 381.004, to stimulate business and economic development, the commissioners court of the county may develop and administer a program for state or local economic development and to stimulate, encourage, and develop business location and commercial activity in the county; and

WHEREAS, a county assistance district is authorized to promote economic development under Local Government Code Section 387.003 (a-1); and

WHEREAS, the Districts and the County desire to participate in a program to induce new home builders to purchase items using a Texas Direct Payment Permit and generate local use tax revenue for the Districts that would not otherwise be available, under the Fort Bend County Local Government Code §381 Economic Development and Texas Direct Payment Exemption Program (the “Program”) within the boundaries of Fort Bend County, save and except for transactions conducted within Commissioner Precinct 4; and

WHEREAS, the County will manage the collection of the sales and use taxes, including use taxes collected by the Texas Comptroller of Public Accounts (the “Comptroller”) through home builders’ submissions of direct payments; and

WHEREAS, each District authorizes the County Auditor to transfer the necessary sales and use taxes to the County to administer the Program; and

WHEREAS, the parties find that this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the Districts and the County hereby agree as follows:

AGREEMENT

Section 1. Purpose

The purpose of this Agreement is to outline the rights and obligations of the Districts and the County related to the collection of sales and use taxes and the administration of the Program.

Section 2. Incorporation of Recitals

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

Section 3. Districts' Rights and Obligations

The Districts shall cause the revenue received from the Comptroller from the collection of the use taxes attributed to the issuance of Texas Direct Payments for taxable items used or consumed in the respective Districts' (the "Use Tax Receipts") in an amounts determined by the County Auditor, to be forwarded to the County to fund the Program.

Section 4. County's Rights and Obligations

A. The County will accept and administer the Use Tax Receipts under the current rules for the Program adopted by the Commissioners Court of Fort Bend County, incorporated herein by reference for all purposes.

B. The County shall engage the necessary personal or professional services to ensure the Use Tax Receipts are properly collected through compliance with Texas Rule 3.288 of the Texas Administrative Code along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions. The County is entitled to use a portion of the Use Tax Receipts to fund the engagement of such personal or professional services.

C. The County may also engage the necessary personal or professional services to review potential areas for the creation of new Districts or expanded boundaries on behalf of existing Districts.

Section 5. Liability

The Districts and County are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

Section 6. Miscellaneous

A. The initial term of this Agreement shall commence for each District upon approval of the identified District and entity ending September 30, 2019 and renew annually automatically by extending the termination date by one (1) year. Any District may terminate their participation at any time by providing the County at least thirty (30) days' notice. The County may terminate the County's participation at any time by providing at least thirty (30) days' notice to any District that County seeks to remove.

B. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

C. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 7. Execution

This Agreement has been executed by each District and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the dated executed by the final party.

FORT BEND COUNTY

ATTEST:

By: 
KP George, County Judge

Laura Richard, County Clerk

Date: 3-12-2019

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1

ATTEST:

By: 
KP George, County Judge

Laura Richard, County Clerk

Date: 3-12-2019

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 4

ATTEST:

By: 
KP George, County Judge

Laura Richard, County Clerk

Date: 3-12-2019

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 5

ATTEST:

By: 
KP George, County Judge

Laura Richard, County Clerk

Date: 3-12-2019

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 6

ATTEST:

By: 
KP George, County Judge

Laura Richard, County Clerk

Date: 3-12-2019

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 7

ATTEST:

By: 
KP George, County Judge

Laura Richard, County Clerk

Date: 3-12-2019

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 8

ATTEST:

By: 
KP George, County Judge

Laura Richard, County Clerk

Date: 3-12-2019

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 9

ATTEST:

By: _____
KP George, County Judge

Laura Richard, County Clerk

Date: _____

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 10

ATTEST:

By: _____
KP George, County Judge

Laura Richard, County Clerk

Date: _____

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 11

ATTEST:

By: _____
KP George, County Judge

Laura Richard, County Clerk

Date: _____

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 12

ATTEST:

By: _____
KP George, County Judge

Laura Richard, County Clerk

Date: _____