

FORT BEND COUNTY FY 2009
 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: June 15, 2009	Submitted By: Karen Stell
Court Agenda Date: June 23, 2009	Department: Tax
	Phone Number: 281-341-3723

SUMMARY OF ITEM: Consent for Inter-local Agreement for City of Arcola.

RENEWAL AGREEMENT/APPOINTMENT YES NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: Inter-local Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: _____ Account Number: _____
 Activity (If Applicable): _____

DESCRIPTION OF LAWSON ACCOUNT: _____

COUNTY JUDGE
 RECEIVED
 JUN 18 2009

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms **will not** be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Attny (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action on Inter-Local Agreement for the Collection of Taxes between Fort Bend County and City of Arcola.

Special Handling Requested (specify):

6-29-09 all orig. agreements ret. to Karen at Tax Office

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

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

This Amendment of the Interlocal Agreement (hereinafter referred to as "Amendment"), 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 by and through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and CITY OF ARCOLA (hereinafter referred to as "CITY"), duly organized and existing under the laws of the State of Texas, acting by and through its City Council.

RECITALS

WHEREAS, on or about July 1, 2008 County and CITY entered into an interlocal agreement for the collection of taxes, hereinafter referred to as the "Agreement" attached hereto as Exhibit A and incorporated by reference herein as if set forth verbatim; and

WHEREAS, the term of the Agreement has expired and the parties desire to renew the Agreement, at the same terms and conditions; and,

WHEREAS, County and CITY believe it is in the best interests of the citizens of Fort Bend County to enter into this Amendment; and,

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and CITY is hereby amended to read:

- A. This Amendment shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2010.
- B. This Amendment shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided in the Agreement.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AMENDMENT 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
Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

June 23, 2009
Date

6-23-09
Date

APPROVED:

Patsy Schultz
Patsy Schultz, Tax Assessor/Collector

6/15/09
Date

CITY OF ARCOLA

Mary Ethel Anderson

Sally Cantel

6-9-2009
Date

6/9/09
Date

ATTACHMENTS: Exhibit A – Original interlocal agreement

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 **City of Arcola** (hereinafter referred to as “City”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, **City** has the authority to authorize County to act as tax assessor/collector for **City** , and County has the authority to so act; and,

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

WHEREAS, **City** 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 **City** for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for **City** for the collection of ad valorem taxes, including penalties, interest and attorney’s fees for the collection of taxes owed **City** 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, 2009.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.
- 2.03 **City** 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 **City** 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 **City**, **City** shall assume all contractual obligations entered into with County for services rendered to **City** 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
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for **City** for tax accounts within the jurisdiction of **City**.
- 3.02 **City** 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 **City** with regard to assessing and collection of ad valorem taxes.
- 3.04 **City** 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, **City** shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 **City** hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for **City**, 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 **City**. 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 **City** taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of **City**.
 - 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 **City** 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 **City**. All additional services shall be billed to **City** by County at actual costs.
- 3.06 County shall provide the following reports, upon request, by **City**:

- 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 **City** 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 District.
- 3.07 The taxes collected by County for **City** shall be remitted as follows:
- A. by ACH; or
 - B. by wire to **City**'s designated depository or agent; or
 - C. by check mailed to **City**.
- 3.08 **City** 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 **City** 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 **City**.

ARTICLE IV OBLIGATIONS OF CITY

- 4.01 **City** 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, **City** 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 **City** will reimburse the County for actual costs incurred for any additional services requested **City** or mandated by state statute.
 - D. One dollar and fifty-two cents (\$1.52) for parcels located in Harris County, Texas, for costs associated with separate billing.
- 4.03 **City** 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 **City**, including District auditors, is authorized to examine the records maintained by County at such reasonable time and interval as **City** deems necessary. Such books and records will be kept in the offices of County.
- 5.02 **City** shall maintain a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars (\$100,000.00).
- 5.03 **City** 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 City 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 **City** reserves the right to institute such suits for the collection of delinquent taxes as **City** 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 **City** 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, **City** 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 City.

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

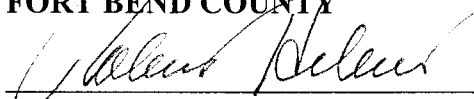
- 7.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- 7.02 Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.
- 7.03 If any one or more of the provisions contained in this Agreement shall be held to

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. Attached hereto is Exhibit A – Documentation Required From Taxing Entities, which is made a part of this Agreement.

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

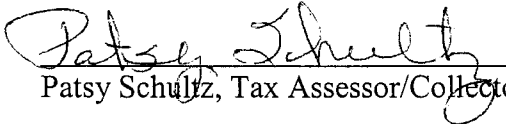


Dianne Wilson, County Clerk

July 1, 2008
Date

7-1-08
Date

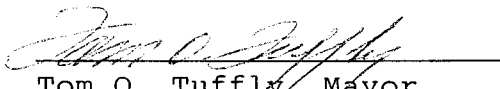
APPROVED:



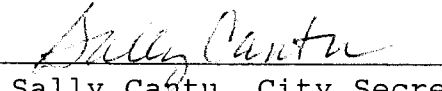
Patsy Schultz, Tax Assessor/Collector

6/23/08
Date

NAME OF JURISDICTION
CITY OF ARCOLA



Tom O. Tuffly, Mayor



Sally Cantu, City Secretary

May 13, 2008
Date

May 13, 2008
Date

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

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
 Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: June 19, 2009	Submitted By: Karen Stell
Court Agenda Date: June 23, 2009	Department: Tax
	Phone Number: 281-341-3723

SUMMARY OF ITEM: Consent for Inter-local Agreement for City of Fulshear.

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: Inter-local Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: Account Number:
 Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

COUNTY JUDGE
 RECEIVED
 JUN 19 2009

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<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Attny (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action on Inter-Local Agreement for the Collection of Taxes between Fort Bend County and City of Fulshear.

Special Handling Requested (specify):

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

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RECITALS

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WHEREAS, the term of the Agreement has expired and the parties desire to renew the Agreement, at the same terms and conditions; and,

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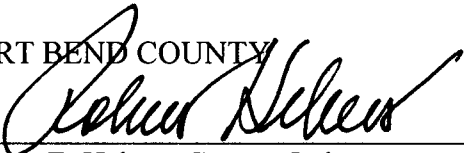
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FORT BEND COUNTY


Robert E. Hebert, County Judge

ATTEST:


Dianne Wilson, County Clerk

June 23, 2009
Date

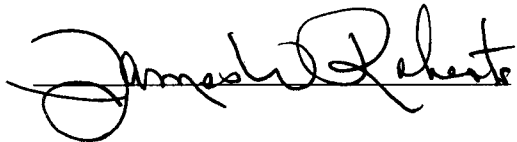
6-23-09
Date

APPROVED:


Patsy Schultz, Tax Assessor/Collector

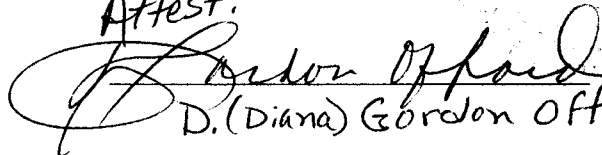
6/17/09
Date

CITY OF FULSHEAR



6-17-09
Date

Attest:


D. (Diana) Gordon Offord

6-16-09
Date

ATTACHMENTS: Exhibit A – Original interlocal agreement

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

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

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ARTICLE I
PURPOSE

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

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ARTICLE III
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for **City** for tax accounts within the jurisdiction of **City**.
- 3.02 **City** 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.
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- 3.04 **City** 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, **City** shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
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ARTICLE IV OBLIGATIONS OF CITY

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- 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 **City** 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, **City** 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 City.

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

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. Attached hereto is Exhibit A – Documentation Required From Taxing Entities, which is made a part of this Agreement.

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 PASSES AND ARE NOW IN FULL FORCE AND EFFECT.

FORT BEND COUNTY



Robert E. Hebert, County Judge

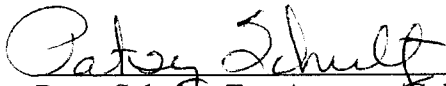


Dianne Wilson, County Clerk

July 1 2008
Date

7-1-08
Date

APPROVED:



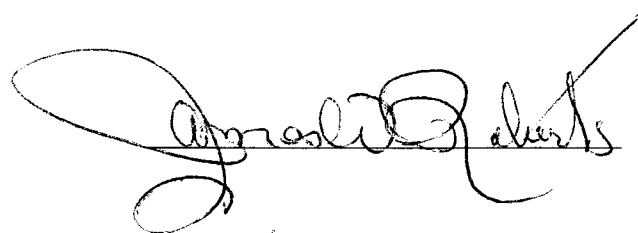
Patsy Schultz, Tax Assessor/Collector

6/23/08
Date

NAME OF JURISDICTION

City of Fulshear

Date



7-29-08
Date

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

**FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM**

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: June 15, 2009	Submitted By: Karen Stell
Court Agenda Date: June 23, 2009	Department: Tax
	Phone Number: 281-341-3723

SUMMARY OF ITEM: Consent for Inter-local Agreement for City of Missouri City.

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: Inter-local Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: _____ Account Number: _____
 Activity (If Applicable): _____

DESCRIPTION OF LAWSON ACCOUNT: _____

COUNTY JUDGE
 RECEIVED
 JUN 18 2009

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Attny (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action on Inter-Local Agreement for the Collection of Taxes between Fort Bend County and City of Missouri City.

Special Handling Requested (specify):

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

This Amendment of the Interlocal Agreement (hereinafter referred to as “Amendment”), 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 by and through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and CITY OF MISSOURI CITY (hereinafter referred to as “CITY”), duly organized and existing under the laws of the State of Texas, acting by and through its City Council.

RECITALS

WHEREAS, on or about July 1, 2008 County and CITY entered into an interlocal agreement for the collection of taxes, hereinafter referred to as the “Agreement” attached hereto as Exhibit A and incorporated by reference herein as if set forth verbatim; and

WHEREAS, the term of the Agreement has expired and the parties desire to renew the Agreement, at the same terms and conditions; and,

WHEREAS, County and CITY believe it is in the best interests of the citizens of Fort Bend County to enter into this Amendment; and,

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and CITY is hereby amended to read:

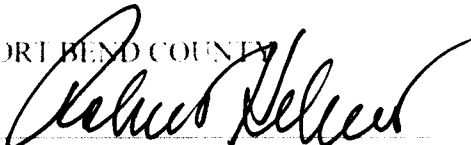
- A. This Amendment shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2010.
- B. This Amendment shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided in the Agreement.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

THE UNDERSIGNED OFFICER AND OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AMENDMENT 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

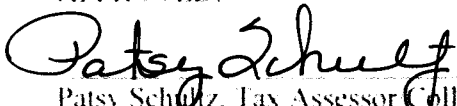
ATTEST


Dianne Wilson, County Clerk

Date June 23, 2009


Date 6-23-09


APPROVED:


Patsy Scholz, Tax Assessor Collector

Date 6/9/09

CITY OF MISSOURI CITY


City Manager
Date 6-1-09


City Secretary
Date 6-1-09

ATTACHMENTS: Exhibit A - Original interlocal agreement

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 CITY OF MISSOURI CITY (hereinafter referred to as "CITY"), a duly organized and existing Home-rule municipality under the laws of the State of Texas, acting by and through its City Council.

RECITALS

WHEREAS, CITY has the authority to authorize County to act as tax assessor/collector for CITY, and County has the authority to so act; and,

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

WHEREAS, CITY 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 CITY for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for CITY for the collection of ad valorem taxes, including penalties, interest and attorney's fees for the collection of taxes owed CITY in Fort Bend County and Harris 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, 2009.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.
- 2.03 CITY may terminate this agreement at any time by providing ninety (90) days advance written notice to County.

- 2.04 County may terminate this agreement by providing written notice to CITY 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 CITY, CITY shall assume all contractual obligations entered into with County for services rendered to CITY 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
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for CITY for tax accounts within the jurisdiction of CITY.
- 3.02 CITY 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 CITY with regard to assessing and collecting ad valorem taxes.
- 3.04 CITY 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, CITY shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 CITY hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for CITY, 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 CITY. 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 CITY taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of CITY.
 - 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 CITY 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 CITY. All additional services shall be billed to CITY by County at actual costs.
- 3.06 County shall provide the following reports, upon request, by CITY:
 - 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 CITY 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 CITY.
- 3.07 The taxes collected by County for CITY shall be remitted as follows:
- A. by ACH; or
 - B. by wire to CITY 's designated depository or agent; or
 - C. by check mailed to CITY .
- 3.08 CITY 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 CITY on a daily basis for the period beginning December 15th and ending February 15th of each year. Remittance at other times during the year shall be made 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 CITY.

ARTICLE IV
OBLIGATIONS OF CITY

- 4.01 CITY 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, CITY agrees to pay County the following amounts:
- A. For property in Fort Bend County:
 - 1. Thirty-five cents (\$0.35) per parcel per year; and
 - 2. Other costs for which CITY will reimburse the County for actual costs incurred for any additional services requested CITY or mandated by state statute.
 - B. For property in Harris County:
 - 1. Two dollars and seventy-seven cents (\$2.77) for parcels located in Harris County, Texas, for costs associated with separate billing and
 - 2. Other costs for which CITY will reimburse the County for actual costs incurred for any additional services requested CITY or mandated by state statute.
- 4.03 CITY 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 CITY , including CITY auditors, is authorized to examine the records maintained by County at such reasonable time and interval as CITY deems necessary. Such books and records will be kept in the offices of County.
- 5.02 CITY shall maintain a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars (\$100,000.00).
- 5.03 CITY 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 CITY 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 CITY reserves the right to institute such suits for the collection of delinquent taxes as CITY 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 CITY 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, CITY 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 CITY.

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 and shall be 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.

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

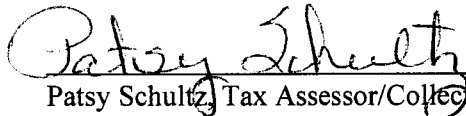


Dianne Wilson, County Clerk

July 1, 2008
Date

7-1-08
Date

APPROVED:



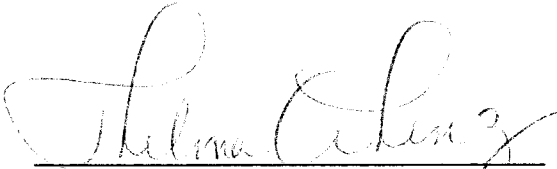
Patsy Schultz, Tax Assessor/Collector Date

6/23/08
Date

CITY OF MISSOURI CITY, TEXAS



Frank Simpson, City Manager



Patrice Fogarty, City Secretary

Date

5/19/08
Date

APPROVED:

Caroline Kelley, City Attorney

FORT BEND COUNTY FY 2009
 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: June 15, 2009	Submitted By: Karen Stell
Court Agenda Date: June 23, 2009	Department: Tax
	Phone Number: 281-341-3723

SUMMARY OF ITEM: Consent for Inter-local Agreement for City of Needville.

RENEWAL AGREEMENT/APPOINTMENT YES NO
 REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: Inter-local Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: _____ Account Number: _____
 Activity (If Applicable): _____

DESCRIPTION OF LAWSON ACCOUNT: _____

COUNTY JUDGE
 RECEIVED
 JUN 15 2009

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms **will not** be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Attny (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:
 Take all appropriate action on Inter-Local Agreement for the Collection of Taxes between Fort Bend County and City of Needville.

Special Handling Requested (specify): _____

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

This Amendment of the Interlocal Agreement (hereinafter referred to as “Amendment”), 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 by and through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and CITY OF NEEDVILLE (hereinafter referred to as “CITY”), duly organized and existing under the laws of the State of Texas, acting by and through its City Council.

RECITALS

WHEREAS, on or about July 1, 2008 County and CITY entered into an interlocal agreement for the collection of taxes, hereinafter referred to as the “Agreement” attached hereto as Exhibit A and incorporated by reference herein as if set forth verbatim; and

WHEREAS, the term of the Agreement has expired and the parties desire to renew the Agreement, at the same terms and conditions; and,

WHEREAS, County and CITY believe it is in the best interests of the citizens of Fort Bend County to enter into this Amendment; and,

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and CITY is hereby amended to read:

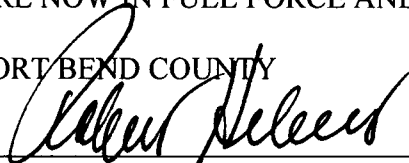
- A. This Amendment shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2010.
- B. This Amendment shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided in the Agreement.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK


EXECUTION

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AMENDMENT 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

ATTEST:


Dianne Wilson, County Clerk

June 23, 2009
Date

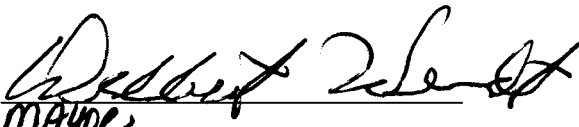
6-23-09
Date

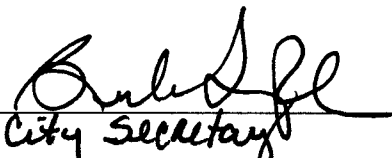
APPROVED:


Patsy Schultz, Tax Assessor/Collector

6/15/09
Date

CITY OF NEEDVILLE


MAYOR


City Secretary

6.10.09
Date

6-10-09
Date

ATTACHMENTS: Exhibit A – Original interlocal agreement

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 CITY OF NEEDVILLE, (hereinafter referred to as “City”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, **City** has the authority to authorize County to act as tax assessor/collector for **City** , and County has the authority to so act; and,

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

WHEREAS, **City** 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 **City** for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for **City** for the collection of ad valorem taxes, including penalties, interest and attorney’s fees for the collection of taxes owed **City** 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, 2009.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.
- 2.03 **City** 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 **City** 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 **City**, **City** shall assume all contractual obligations entered into with County for services rendered to **City** 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
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for **City** for tax accounts within the jurisdiction of **City**.
- 3.02 **City** 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 **City** with regard to assessing and collection of ad valorem taxes.
- 3.04 **City** 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, **City** shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 **City** hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for **City**, 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 **City**. 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 **City** taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of **City**.
 - 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 **City** 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 **City**. All additional services shall be billed to **City** by County at actual costs.
- 3.06 County shall provide the following reports, upon request, by **City**:

- 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 **City** 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 District.
- 3.07 The taxes collected by County for **City** shall be remitted as follows:
- A. by ACH; or
 - B. by wire to **City**'s designated depository or agent; or
 - C. by check mailed to **City**.
- 3.08 **City** 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 **City** 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 **City**.

ARTICLE IV
OBLIGATIONS OF CITY

- 4.01 **City** 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, **City** 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 **City** will reimburse the County for actual costs incurred for any additional services requested **City** or mandated by state statute.
 - D. One dollar and fifty-two cents (\$1.52) for parcels located in Harris County, Texas, for costs associated with separate billing.
- 4.03 **City** 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 **City**, including District auditors, is authorized to examine the records maintained by County at such reasonable time and interval as **City** deems necessary. Such books and records will be kept in the offices of County.
- 5.02 **City** shall maintain a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars (\$100,000.00).
- 5.03 **City** 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 City 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 **City** reserves the right to institute such suits for the collection of delinquent taxes as **City** 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 **City** 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, **City** 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 City.

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 the Owner or the County at the following addresses:

To County: The Honorable Patsy Schultz
Fort Bend County Tax Assessor-Collector
500 Liberty, Suite 101
Richmond, Texas 77469

To: City of Needville
Box 527
Needville, Tx 77461
Brenda Teukl

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

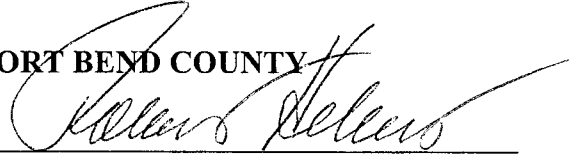
Either party may designate a different address by giving the other party ten (10) days written notice thereof.

ARTICLE IX
ENTIRE AGREEMENT AND ATTACHMENT

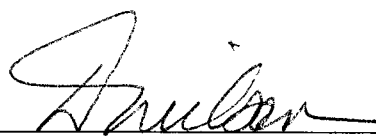
This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto is Exhibit A – Documentation Required From Taxing Entities, which is made a part of this Agreement.

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

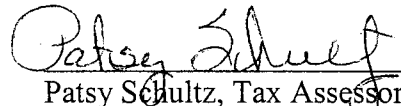


Dianne Wilson, County Clerk

July 1, 2008
Date

7-1-08
Date

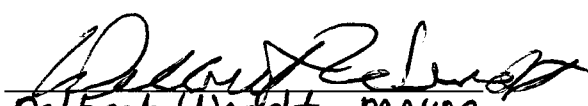
APPROVED:



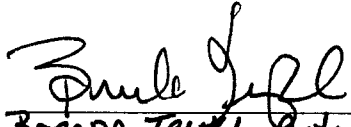
Patsy Schultz, Tax Assessor/Collector

6/23/08
Date

NAME OF JURISDICTION - City of Needville



Delbert Werkelt, Mayor



Brenda Tevri, City Secretary

5-14-08
Date

5-14-08
Date

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

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

This Amendment of the Interlocal Agreement (hereinafter referred to as “Amendment”), 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 by and through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and CITY OF ORCHARD (hereinafter referred to as “CITY”), duly organized and existing under the laws of the State of Texas, acting by and through its City Council.

RECITALS

WHEREAS, on or about July 1, 2008 County and CITY entered into an interlocal agreement for the collection of taxes, hereinafter referred to as the “Agreement” attached hereto as Exhibit A and incorporated by reference herein as if set forth verbatim; and

WHEREAS, the term of the Agreement has expired and the parties desire to renew the Agreement, at the same terms and conditions; and,

WHEREAS, County and CITY believe it is in the best interests of the citizens of Fort Bend County to enter into this Amendment; and,

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and CITY is hereby amended to read:

- A. This Amendment shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2010.
- B. This Amendment shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided in the Agreement.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AMENDMENT 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
Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

June 23, 2009
Date

6-23-09
Date

APPROVED:

Patsy Schultz
Patsy Schultz, Tax Assessor/Collector

6/23/09
Date

CITY OF ORCHARD

ROD PAULOCK, MAYOR

Rod Paulock

Date

June 10, 2009
Date

ATTACHMENTS: Exhibit A – Original interlocal agreement

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 **City of Orchard**, (hereinafter referred to as “City”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, **City** has the authority to authorize County to act as tax assessor/collector for **City**, and County has the authority to so act; and,

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

WHEREAS, **City** 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 **City** for the mutual consideration hereinafter stated, agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for **City** for the collection of ad valorem taxes, including penalties, interest and attorney’s fees for the collection of taxes owed **City** 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, 2009.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.
- 2.03 **City** 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 **City** 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 **City**, **City** shall assume all contractual obligations entered into with County for services rendered to **City** 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
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for **City** for tax accounts within the jurisdiction of **City**.
- 3.02 **City** 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 **City** with regard to assessing and collection of ad valorem taxes.
- 3.04 **City** 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, **City** shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 **City** hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for **City**, 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 **City**. 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 **City** taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of **City**.
 - 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 **City** 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 **City**. All additional services shall be billed to **City** by County at actual costs.
- 3.06 County shall provide the following reports, upon request, by **City**:

- 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 **City** 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 District.
- 3.07 The taxes collected by County for **City** shall be remitted as follows:
- A. by ACH; or
 - B. by wire to **City's** designated depository or agent; or
 - C. by check mailed to **City**.
- 3.08 **City** 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 **City** 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 **City**.

ARTICLE IV
OBLIGATIONS OF CITY

- 4.01 **City** 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, **City** 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 **City** will reimburse the County for actual costs incurred for any additional services requested **City** or mandated by state statute.
 - D. One dollar and fifty-two cents (\$1.52) for parcels located in Harris County, Texas, for costs associated with separate billing.
- 4.03 **City** 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 **City**, including District auditors, is authorized to examine the records maintained by County at such reasonable time and interval as **City** deems necessary. Such books and records will be kept in the offices of County.
- 5.02 **City** shall maintain a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars (\$100,000.00).
- 5.03 **City** 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 City 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 **City** reserves the right to institute such suits for the collection of delinquent taxes as **City** 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 **City** 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, **City** 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 City.

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

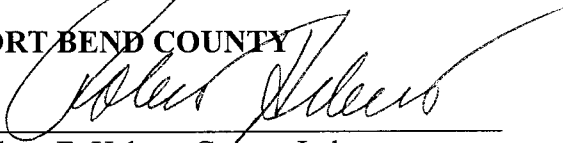
- 7.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- 7.02 Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.
- 7.03 If any one or more of the provisions contained in this Agreement shall be held to

ARTICLE IX
ENTIRE AGREEMENT AND ATTACHMENT

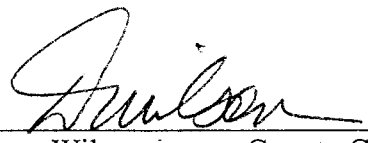
This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto is Exhibit A – Documentation Required From Taxing Entities, which is made a part of this Agreement.

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 PASSES AND ARE NOW IN FULL FORCE AND EFFECT.

FORT BEND COUNTY



Robert E. Hebert, County Judge



Dianne Wilson, County Clerk

July 1, 2008
Date

7-1-08
Date

APPROVED:



Patsy Schultz, Tax Assessor/Collector

6/22/08
Date

NAME OF JURISDICTION City of Orchard

ROD PAVLOCK, MAYOR

Rod Pavlock

Date

April 21, 2008
Date

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

AGENDA ITEM

FORT BEND COUNTY FY 2009 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: June 17, 2009

Submitted By: Karen Stell

Department: Tax

Court Agenda Date: June 23, 2009

Phone Number: 281-341-3723

SUMMARY OF ITEM: Consent for Inter-local Agreement for City of Simonton.

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: Inter-local Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: _____ Account Number: _____
Activity (If Applicable): _____

DESCRIPTION OF LAWSON ACCOUNT: _____

COUNTY JUDGE
RECEIVED
JUN 17 2009

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms **will not** be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/>	Auditor	(281-341-3774)	<input checked="" type="checkbox"/>	Comm. Pct. 1	(281-342-0587)
<input checked="" type="checkbox"/>	Budget Officer	(281-344-3954)	<input checked="" type="checkbox"/>	Comm. Pct. 2	(281-403-8009)
<input type="checkbox"/>	Facilities/Planning	(281-633-7022)	<input checked="" type="checkbox"/>	Comm. Pct. 3	(281-242-9060)
<input type="checkbox"/>	Purchasing Agent	(281-341-8642)	<input checked="" type="checkbox"/>	Comm. Pct. 4	(281-980-9077)
<input type="checkbox"/>	Information Technology	(281-341-4526)	<input checked="" type="checkbox"/>	County Clerk	(281-341-8697)
<input type="checkbox"/>	Other:		<input checked="" type="checkbox"/>	County Attny	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action on Inter-Local Agreement for the Collection of Taxes between Fort Bend County and City of Simonton.

Special Handling Requested (specify): _____

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

This Amendment of the Interlocal Agreement (hereinafter referred to as “Amendment”), 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 by and through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and CITY OF SIMONTON (hereinafter referred to as “CITY”), duly organized and existing under the laws of the State of Texas, acting by and through its City Council.

RECITALS

WHEREAS, on or about July 1, 2008 County and CITY entered into an interlocal agreement for the collection of taxes, hereinafter referred to as the “Agreement” attached hereto as Exhibit A and incorporated by reference herein as if set forth verbatim; and

WHEREAS, the term of the Agreement has expired and the parties desire to renew the Agreement, at the same terms and conditions; and,

WHEREAS, County and CITY believe it is in the best interests of the citizens of Fort Bend County to enter into this Amendment; and,

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and CITY is hereby amended to read:

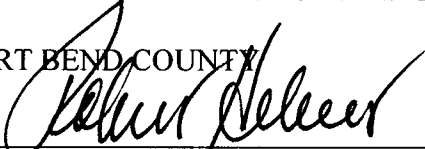
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- B. This Amendment shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided in the Agreement.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

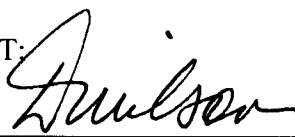
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FORT BEND COUNTY



Robert E. Hebert, County Judge

ATTEST:

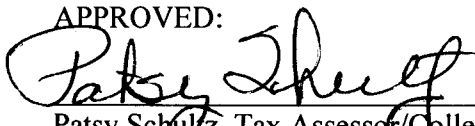


Dianne Wilson, County Clerk

June 23, 2009
Date

6-23-09
Date

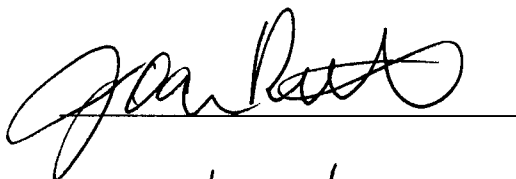
APPROVED:



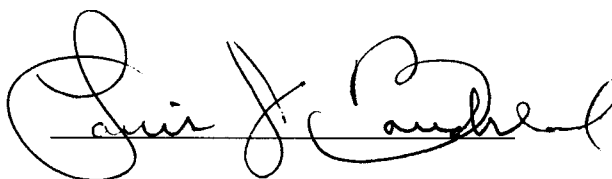
Patsy Schultz, Tax Assessor/Collector

6/17/09
Date

CITY OF SIMONTON



6/16/2009
Date



6/16/2009
Date

ATTACHMENTS: Exhibit A – Original interlocal agreement

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 **City of Simonton**, (hereinafter referred to as “City”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, **City** has the authority to authorize County to act as tax assessor/collector for **City** , and County has the authority to so act; and,

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

WHEREAS, **City** 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 **City** for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for **City** for the collection of ad valorem taxes, including penalties, interest and attorney’s fees for the collection of taxes owed **City** 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, 2009.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.
- 2.03 **City** 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 **City** 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 **City**, **City** shall assume all contractual obligations entered into with County for services rendered to **City** 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
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for **City** for tax accounts within the jurisdiction of **City**.
- 3.02 **City** 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 **City** with regard to assessing and collection of ad valorem taxes.
- 3.04 **City** 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, **City** shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 **City** hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for **City**, 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 **City**. 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 **City** taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of **City**.
 - 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 **City** 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 **City**. All additional services shall be billed to **City** by County at actual costs.
- 3.06 County shall provide the following reports, upon request, by **City**:

- 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 **City** 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 District.
- 3.07 The taxes collected by County for **City** shall be remitted as follows:
- A. by ACH; or
 - B. by wire to **City's** designated depository or agent; or
 - C. by check mailed to **City**.
- 3.08 **City** 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 **City** 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 **City**.

ARTICLE IV
OBLIGATIONS OF CITY

- 4.01 **City** 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, **City** 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 **City** will reimburse the County for actual costs incurred for any additional services requested **City** or mandated by state statute.
 - D. One dollar and fifty-two cents (\$1.52) for parcels located in Harris County, Texas, for costs associated with separate billing.
- 4.03 **City** 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 **City**, including District auditors, is authorized to examine the records maintained by County at such reasonable time and interval as **City** deems necessary. Such books and records will be kept in the offices of County.
- 5.02 **City** shall maintain a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars (\$100,000.00).
- 5.03 **City** 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 **City** 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 **City** reserves the right to institute such suits for the collection of delinquent taxes as **City** 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 **City** 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, **City** 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 **City**.

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

ARTICLE IX
ENTIRE AGREEMENT AND ATTACHMENT

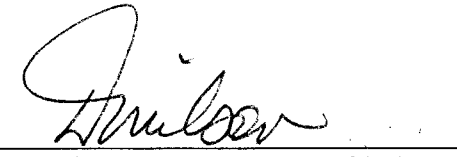
This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto is Exhibit A – Documentation Required From Taxing Entities, which is made a part of this Agreement.

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 PASSES AND ARE NOW IN FULL FORCE AND EFFECT.

FORT BEND COUNTY



Robert E. Hebert, County Judge

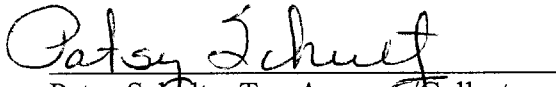


Dianne Wilson, County Clerk

July 1, 2008
Date

7-1-08
Date

APPROVED:

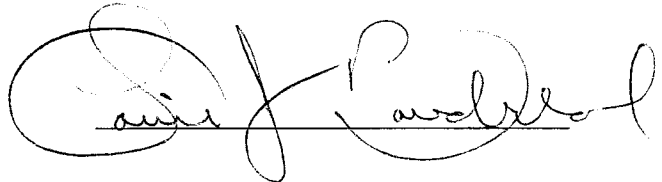


Patsy Schultz, Tax Assessor/Collector

6/23/08
Date

NAME OF JURISDICTION

SIMONTON



5/20/08
Date

5/20/08
Date

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

**FORT BEND COUNTY FY 2009
 COMMISSIONERS COURT AGENDA REQUEST FORM**
 Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: June 19, 2009	Submitted By: Karen Stell
Court Agenda Date: June 23, 2009	Department: Tax
	Phone Number: 281-341-3723

SUMMARY OF ITEM: Consent for Inter-local Agreement for Fort Bend Emergency Services District #1.

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: Inter-local Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: _____ Account Number: _____
 Activity (If Applicable): _____

DESCRIPTION OF LAWSON ACCOUNT: _____

COUNTY JUDGE
 RECEIVED
 JUN 15 2009

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
 Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Attny (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action on Inter-Local Agreement for the Collection of Taxes between Fort Bend County and Fort Bend County Emergency Services District #1.

Special Handling Requested (specify):

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

This Amendment of the Interlocal Agreement (hereinafter referred to as “Amendment”), 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 by and through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and FORT BEND EMERGENCY SERVICES DISTRICT # 1 (hereinafter referred to as “ESD # 1”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, on or about July 1, 2008 County and ESD # 1 entered into an interlocal agreement for the collection of taxes, hereinafter referred to as the “Agreement” attached hereto as Exhibit A and incorporated by reference herein as if set forth verbatim; and

WHEREAS, the term of the Agreement has expired and the parties desire to renew the Agreement, at the same terms and conditions; and,

WHEREAS, County and ESD # 1 believe it is in the best interests of the citizens of Fort Bend County to enter into this Amendment; and,

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and ESD # 1 is hereby amended to read:

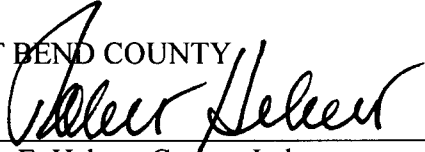
- A. This Amendment shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2010.
- B. This Amendment shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided in the Agreement.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AMENDMENT 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

ATTEST:



Dianne Wilson, County Clerk

June 23, 2009
Date

6-23-09
Date

APPROVED:

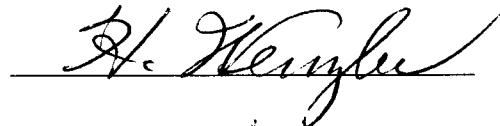

Patsy Schultz, Tax Assessor/Collector

6/17/09
Date

FORT BEND EMERGENCY SERVICES DISTRICT # 1



6/17/09
Date



6/17/09
Date

ATTACHMENTS: Exhibit A – Original interlocal agreement

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 EMERGENCY SERVICES DISTRICT # 1 (hereinafter referred to as “ESD # 1”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, ESD # 1 has the authority and the obligation, pursuant to Section 775.074 (e), Health and Safety Code to authorize County to act as tax assessor/collector for ESD # 1, 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, ESD # 1 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 ESD # 1 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 ESD # 1 for the collection of ad valorem taxes, including penalties, interest and attorney’s fees for the collection of taxes owed ESD # 1 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, 2009.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.

ARTICLE III
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for ESD # 1 for tax accounts within the jurisdiction of ESD # 1.
- 3.02 ESD # 1 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, and Section 775.074(e) of the Texas Health & Safety Code.
- 3.03 County shall perform all the duties required by law of the Tax Assessor-Collector of ESD # 1 with regard to assessing and collection of ad valorem taxes.
- 3.04 ESD # 1 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, ESD # 1 shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 ESD # 1 hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for ESD # 1, 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 ESD # 1. 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 ESD # 1 taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of ESD # 1.
 - 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 ESD # 1 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 ESD # 1. All additional services shall be billed to ESD # 1 by County at actual costs.
- 3.06 County shall provide the following reports, upon request, by ESD # 1:
- 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 ESD # 1 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 District.
- 3.07 The taxes collected by County for ESD #1 shall be remitted as follows:
- A. by ACH; or
 - B. by wire to ESD # 1's designated depository or agent if requested in writing by ESD # 1; or
 - C. by check mailed to ESD # 1.
- 3.08 ESD # 1 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 ESD # 1 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 ESD # 1.

ARTICLE IV
OBLIGATIONS OF ESD # 1

- 4.01 ESD # 1 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, ESD # 1 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 ESD # 1 will reimburse the County for actual costs incurred for any additional services requested ESD # 1 or mandated by state statute.
 - D. One dollar and fifty-two cents (\$1.52) for parcels located in Harris County, Texas, for costs associated with separate billing.
- 4.03 ESD # 1 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 ESD # 1, including District auditors, is authorized to examine the records maintained by County at such reasonable time and interval

- as ESD # 1 deems necessary. Such books and records will be kept in the offices of County.
- 5.02 ESD # 1 shall maintain a Public Fidelity Bond covering the ESD # 1's Treasurer in the amount of one hundred thousand dollars (\$100,000.00).
 - 5.03 ESD # 1 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 ESD # 1 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 ESD # 1 reserves the right to institute such suits for the collection of delinquent taxes as ESD # 1 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 ESD # 1 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, ESD # 1 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 ESD # 1.

ARTICLE VI LIABILITY

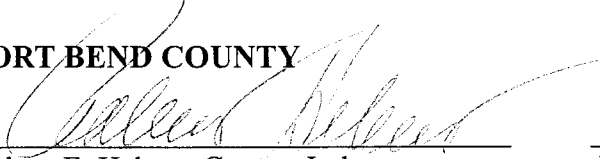
Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

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

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



Dianne Wilson, County Clerk

July 1, 2008
Date

7-1-08
Date


APPROVED:



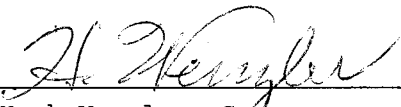
Patsy Schultz, Tax Assessor/Collector

6/23/08
Date

NAME OF JURISDICTION
FORT BEND COUNTY EMERGENCY
SERVICES DISTRICT NO. 1



Robert Armstrong, Pres



Hank Wenzler, Sec

May 14, 2008
Date

May 14, 2008
Date

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

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
 Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

AGENDA ITEM

Date Submitted: June 15, 2009	Submitted By: Karen Stell
Court Agenda Date: June 23, 2009	Department: Tax
	Phone Number: 281-341-3723

SUMMARY OF ITEM: Consent for Inter-local Agreement for Fort Bend Emergency Services District No. 5.

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: Inter-local Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: _____ Account Number: _____
 Activity (If Applicable): _____

DESCRIPTION OF LAWSON ACCOUNT: _____

COUNTY JUDGE
 RECEIVED
 JUN 15 2009

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
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DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774) <input checked="" type="checkbox"/> Budget Officer (281-344-3954) <input type="checkbox"/> Facilities/Planning (281-633-7022) <input type="checkbox"/> Purchasing Agent (281-341-8642) <input type="checkbox"/> Information Technology (281-341-4526) <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587) <input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009) <input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060) <input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077) <input checked="" type="checkbox"/> County Clerk (281-341-8697) <input checked="" type="checkbox"/> County Attny (281-341-4557)
---	--

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action on Inter-Local Agreement for the Collection of Taxes between Fort Bend County and Fort Bend Emergency Services District No. 5.

Special Handling Requested (specify):

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

This Amendment of the Interlocal Agreement (hereinafter referred to as “Amendment”), 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 by and through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and FORT BEND EMERGENCY SERVICES DISTRICT NO. 5 (hereinafter referred to as “ESD No. 5”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, on or about July 1, 2008 County and ESD No. 5 entered into an interlocal agreement for the collection of taxes, hereinafter referred to as the “Agreement” attached hereto as Exhibit A and incorporated by reference herein as if set forth verbatim; and

WHEREAS, the term of the Agreement has expired and the parties desire to renew the Agreement, at the same terms and conditions; and,

WHEREAS, County and ESD No. 5 believe it is in the best interests of the citizens of Fort Bend County to enter into this Amendment; and,

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and ESD No. 5 is hereby amended to read:

- A. This Amendment shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2010.
- B. This Amendment shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided in the Agreement.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AMENDMENT 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
Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

June 23, 2009
Date

6-23-09
Date

APPROVED:

Patsy Schultz
Patsy Schultz, Tax Assessor/Collector

6/19/09
Date

FORT BEND EMERGENCY SERVICES DISTRICT NO. 5

James H. White
President

Secretary
Secretary

6-9-09
Date

6-09-09
Date

ATTACHMENTS: Exhibit A – Original interlocal agreement

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 EMERGENCY SERVICES DISTRICT NO. 5 (hereinafter referred to as ESD No. 5), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, ESD No. 5 has the authority and obligation, pursuant to Section 775.074 (e), Health and Safety Code to authorize County to act as tax assessor/collector for ESD No. 5, and County has the authority to so act; and,

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

WHEREAS, ESD No. 5 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 ESD No. 5 for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for ESD No. 5 for the collection of ad valorem taxes, including penalties, interest and attorney’s fees for the collection of taxes owed ESD No. 5 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, 2009.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.

ARTICLE III
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for ESD No. 5 for tax accounts within the jurisdiction of ESD No. 5.
- 3.02 ESD No. 5 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, and Section 775.074(e) of the Texas Health & Safety Code.
- 3.03 County shall perform all the duties required by law of the Tax Assessor-Collector of ESD No. 5 with regard to assessing and collection of ad valorem taxes.
- 3.04 ESD No. 5 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, ESD No. 5 shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 ESD No. 5 hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for ESD No. 5, 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 ESD No. 5. 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 ESD No. 5 taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of ESD No. 5.
 - 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 ESD No. 5 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 ESD No. 5. All additional services shall be billed to ESD No. 5 by County at actual costs.
- 3.06 County shall provide the following reports, upon request, by ESD No. 5:
- 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 ESD No. 5 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 District.
- 3.07 The taxes collected by County for ESD No. 5 shall be remitted as follows:
- A. by ACH; or
 - B. by wire to ESD No. 5's designated depository or agent; or
 - C. by check mailed to ESD No. 5.
- 3.08 ESD No. 5 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 may be remitted to ESD No. 5 on a daily basis for the period beginning December 15th and ending February 15th of each year. Remittance at other times during the year shall be made 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 ESD No. 5.

ARTICLE IV
OBLIGATIONS OF ESD No. 5

- 4.01 ESD No. 5 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, ESD No. 5 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 ESD No. 5 will reimburse the County for actual costs incurred for any additional services requested ESD No. 5 or mandated by state statute.
 - D. Two dollars and seventy-seven cents (\$2.77) for parcels located in Harris County, Texas, for costs associated with separate billing.
- 4.03 ESD No. 5 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 ESD NO. 5, including District auditors, is authorized to examine the records maintained by County at such reasonable time

and interval as ESD No. 5 deems necessary. Such books and records will be kept in the offices of County.

- 5.02 ESD NO. 5 shall maintain a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars (\$100,000.00).
- 5.03 ESD No. 5 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 ESD No. 5 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 ESD NO.5 reserves the right to institute such suits for the collection of delinquent taxes as ESD NO. 5 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 ESD No. 5 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, ESD NO. 5 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 ESD No. 5.

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.

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
Robert E. Hebert, County Judge

Dianne Wilson
Dianne Wilson, County Clerk

Date *July 1, 2008*

Date *7-1-08*

APPROVED:

Patsy Schultz
Patsy Schultz, Tax Assessor/Collector

Date *6/23/08*

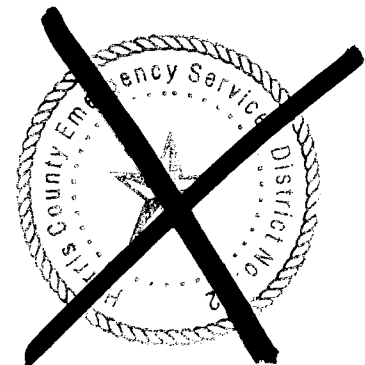
FORT BEND COUNTY EMERGENCY SERVICES DISTRICT NO. 5

James Hebert
President, Board of Commissioners

Dianne Wilson
Secretary, Board of Commissioners

Date *6/10/2008*

Date *6/10/08*



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

DOCUMENTATION REQUIRED FROM TAXING ENTITIES

Revised 03/22/06

Administration/Financial Information required from the District:

1. Executed Inter-local agreement
2. Names, addresses, phone numbers and email addresses of Board/Council Members
3. Name, address, phone number and email address of representative of Delinquent Tax Attorney Firm
4. Order setting percentage of Delinquent Tax Attorney Firm collection fee.
5. Dates of Fiscal year cycle
6. District Map of Boundaries (pertains to MUD, Water, LID, PID)
7. Written instructions concerning disbursement of funds:
 - By Check- name and address to whom checks and reports will be mailed
 - By Wire Transfer or ACH – routing number, bank account number, name of bank, how account is listed.
 - If TEXPOOL – the district will have to contact TXPOOL and provide Tax Office with account number and location
 - Name, address, phone number and email address of person that will be responsible for receiving the monthly and yearly reports and payments.

Information required to add accounts to the Tax Office System

1. Tax Years the District has been collecting taxes
2. Tax Rate for each of those years broken out by Debt Service and Maintenance
3. Type and amount of exemptions offered for each of those years
4. Hard copy of delinquent tax roll as of end of day of _____ with following information:
 - Account number
 - Certified Owner's name and address
 - Levy due per account, per year delinquent as of end of day _____
 - Values – assessed and taxable for each account
 - Legal description
 - Delinquent roll summary of total levy due by year as of the end of day of _____.
5. List of accounts with frozen taxes and amount of the freeze for each account
6. All files on accounts that are under payment plans, bankruptcy, quarterly payments and or escrow payments. Files should reflect payment plan contracts, bankruptcy schedules, bankruptcy case number, payment history and account numbers involved.
7. Any rollback determination letters from CAD that have not been issued
8. A list of delinquent rollback accounts referencing year and amount due
9. A list of rollback accounts referencing year and amount due which have not been paid but are not yet delinquent.
10. Copies of any certified change orders not processed as of end of day of _____.
11. Information on any pending re-sales
12. Copies of any Abatement Agreements
13. TIRZ – copy of agreements; listing of each account involved; previous payments
14. Copies of all backup concerning pending refunds.
15. Access to 5 years of historical payments. (required to process certified change orders from CAD.

**Delinquent Tax Roll and all totals should be provided in electronic format if possible. Provide a contact person for questions about electronic format.

Exhibit "A"

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: June 16, 2009 Submitted By: Karen Stell
Department: Tax
Court Agenda Date: June 23, 2009 Phone Number: 281-341-3723

SUMMARY OF ITEM: Consent for Inter-local Agreement for Fort Bend County WCID #2.

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: Inter-local Agreement

FINANCIAL SUMMARY:
BUDGETED ITEM: YES NO
FUNDNG SOURCE: Accounting Unit: _____ Account Number: _____
Activity (If Applicable): _____
DESCRIPTION OF LAWSON ACCOUNT: _____

COUNTY JUDGE
RECEIVED
JUN 17 2009

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Attny (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:
Take all appropriate action on Inter-Local Agreement for the Collection of Taxes between Fort Bend County and Fort Bend County WCID #2.

Special Handling Requested (specify):

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

This Amendment of the Interlocal Agreement (hereinafter referred to as “Amendment”), 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 by and through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and FORT BEND COUNTY WCID #2 (hereinafter referred to as “WCID #2”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, on or about July 1, 2008 County and WCID #2 entered into an interlocal agreement for the collection of taxes, hereinafter referred to as the “Agreement” attached hereto as Exhibit A and incorporated by reference herein as if set forth verbatim; and

WHEREAS, the term of the Agreement has expired and the parties desire to renew the Agreement, at the same terms and conditions; and,

WHEREAS, County and WCID #2 believe it is in the best interests of the citizens of Fort Bend County to enter into this Amendment; and,

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and WCID #2 is hereby amended to read:

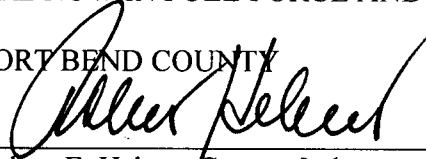
- A. This Amendment shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2010.
- B. This Amendment shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided in the Agreement.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

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EXECUTION


THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AMENDMENT 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

ATTEST:



Dianne Wilson, County Clerk

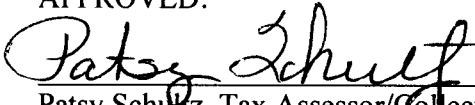
June 23, 2009

Date

6-23-09

Date

APPROVED:

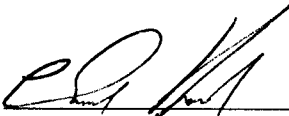



Patsy Schultz, Tax Assessor/Collector

6/17/09

Date

FORT BEND COUNTY WCID #2





06/03/09

Date

06/03/09

Date

ATTACHMENTS: Exhibit A – Original interlocal agreement

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 WCID #2 (hereinafter referred to as “WCID #2”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, WCID #2 has the authority to authorize County to act as tax assessor/collector for WCID #2, and County has the authority to so act; and,

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

WHEREAS, WCID #2 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 WCID #2 for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for WCID #2 for the collection of ad valorem taxes, including penalties, interest and attorney’s fees for the collection of taxes owed WCID #2.

**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, 2009.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.
- 2.03 WCID #2 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 WCID #2 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 WCID #2, WCID #2 shall assume all contractual obligations entered into with County for services rendered to WCID #2 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
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for WCID #2 for tax accounts within the jurisdiction of WCID #2.
- 3.02 WCID #2 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 WCID #2 with regard to assessing and collection of ad valorem taxes.
- 3.04 WCID #2 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, WCID #2 shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 WCID #2 hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for WCID #2, 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 WCID #2. 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 WCID #2 taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of WCID #2.
 - 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 WCID #2 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 WCID #2. All additional services shall be billed to WCID #2 by County at actual costs.

- 3.06 County shall provide the following reports:
- 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 WCID #2 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 District.
- 3.07 The taxes collected by County for WCID #2 shall be remitted as follows:
- A. by ACH; or
 - B. by wire to WCID #2's designated depository or agent; or
 - C. by check mailed to WCID #2.
- 3.08 WCID #2 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 WCID #2 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 WCID #2.

ARTICLE IV
OBLIGATIONS OF WCID #2

- 4.01 WCID #2 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, WCID #2 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 WCID #2 will reimburse the County for actual costs incurred for any additional services requested WCID #2 or mandated by state statute.
 - D. Two dollars and seventy-seven cents (\$2.77) for parcels located in Harris County, Texas, for costs associated with separate billing.
- 4.03 WCID #2 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 WCID #2, including District auditors, is authorized to examine the records maintained by County at such reasonable time and interval as WCID #2 deems necessary. Such books and records will be kept in the offices of County.
- 5.02 WCID #2 shall maintain a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars (\$100,000.00).
- 5.03 WCID #2 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 WCID #2 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 WCID #2 reserves the right to institute such suits for the collection of delinquent taxes as WCID #2 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 WCID #2 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, WCID #2 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 WCID #2.

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

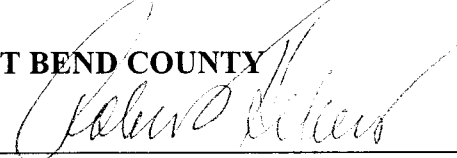
- 7.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- 7.02 Venue for any litigation involving this Agreement shall be in Fort Bend County,

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 PASSES AND ARE NOW IN FULL FORCE AND EFFECT.

FORT BEND COUNTY



Robert E. Hebert, County Judge

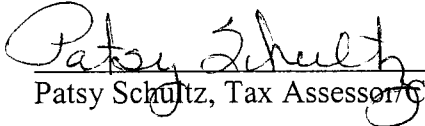


Dianne Wilson, County Clerk

July 1 2008
Date

7-1-08
Date

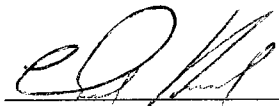
APPROVED:




Patsy Schultz, Tax Assessor/Collector

6/23/08
Date

Fort Bend County Water Control and Improvement District No. 2





5-14-08
Date

5-14-08
Date

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

**FORT BEND COUNTY FY 2009
 COMMISSIONERS COURT AGENDA REQUEST FORM**
 Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: June 15, 2009	Submitted By: Karen Stell
Court Agenda Date: June 23, 2009	Department: Tax
	Phone Number: 281-341-3723

SUMMARY OF ITEM: Consent for Inter-local Agreement for Harris - Fort-Bend Emergency Services District No. 100.

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: Inter-local Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: _____ Account Number: _____
 Activity (If Applicable): _____

DESCRIPTION OF LAWSON ACCOUNT: _____

COUNTY JUDGE
 RECEIVED
 JUN 15 2009

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Attny (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action on Inter-Local Agreement for the Collection of Taxes between Fort Bend County and Harris - Fort-Bend Emergency Services District No. 100.

Special Handling Requested (specify):

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

This Amendment of the Interlocal Agreement (hereinafter referred to as “Amendment”), 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 by and through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and HARRIS FORT BEND EMERGENCY SERVICES DISTRICT # 100 (hereinafter referred to as “ESD # 100”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, on or about July 1, 2008 County and ESD # 100 entered into an interlocal agreement for the collection of taxes, hereinafter referred to as the “Agreement” attached hereto as Exhibit A and incorporated by reference herein as if set forth verbatim; and

WHEREAS, the term of the Agreement has expired and the parties desire to renew the Agreement, at the same terms and conditions; and,

WHEREAS, County and ESD # 100 believe it is in the best interests of the citizens of Fort Bend County to enter into this Amendment; and,

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and ESD # 100 is hereby amended to read:

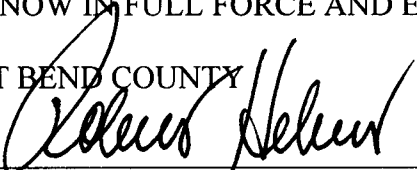
- A. This Amendment shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2010.
- B. This Amendment shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided in the Agreement.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION


THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AMENDMENT 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

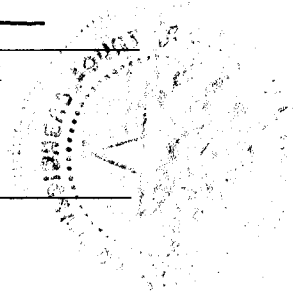
ATTEST:



Dianne Wilson, County Clerk

June 23, 2009
Date

6-23-09
Date




APPROVED:



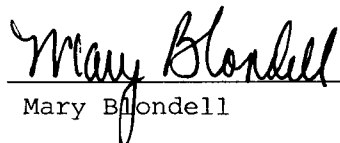
Patsy Schultz, Tax Assessor/Collector

6/9/09
Date

HARRIS FORT BEND EMERGENCY SERVICES DISTRICT # 100



Leland Dale Terry



Mary Blondell

JUNE 2, 2009
Date

JUNE 2, 2009
Date

ATTACHMENTS: Exhibit A – Original interlocal agreement

County Copy

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 HARRIS FORT BEND EMERGENCY SERVICES DISTRICT # 100 (hereinafter referred to as "ESD # 100"), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, ESD # 100 has the authority to authorize County to act as tax assessor/collector for ESD # 100, and County has the authority to so act; and,

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

WHEREAS, ESD # 100 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 ESD # 100 for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for ESD # 100 for the collection of ad valorem taxes, including penalties, interest and attorney's fees for the collection of taxes owed ESD # 100 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, 2009.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.
- 2.03 ESD # 100 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 ESD # 100 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 ESD # 100, ESD # 100 shall assume all contractual obligations entered into with County for services rendered to ESD # 100 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
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for ESD # 100 for tax accounts within the jurisdiction of ESD # 100.
- 3.02 ESD # 100 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 ESD # 100 with regard to assessing and collection of ad valorem taxes.
- 3.04 ESD # 100 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, ESD # 100 shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 ESD # 100 hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for ESD # 100, 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 ESD # 100. 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 ESD # 100 taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of ESD # 100.
 - 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 ESD # 100 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 ESD # 100. All additional services shall be billed to ESD # 100 by County at actual costs.

- 3.06 County shall provide the following reports, upon request, by ESD # 100:
- 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 ESD # 100 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 District.
- 3.07 The taxes collected by County for ESD # 100 shall be remitted as follows:
- A. by ACH; or
 - B. by wire to ESD # 100's designated depository or agent; or
 - C. by check mailed to ESD # 100.
- 3.08 ESD # 100 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 ESD # 100 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 ESD # 100.

ARTICLE IV
OBLIGATIONS OF ESD # 100

- 4.01 ESD # 100 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, ESD # 100 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 ESD # 100 will reimburse the County for actual costs incurred for any additional services requested ESD # 100 or mandated by state statute.
 - D. One dollar and fifty-two cents (\$1.52) for parcels located in Harris County, Texas, for costs associated with separate billing.
- 4.03 ESD # 100 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 ESD # 100, including District auditors, is authorized to examine the records maintained by County at such reasonable time and interval as ESD # 100 deems necessary. Such books and records will be kept in the offices of County.
- 5.02 ESD # 100 shall maintain a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars (\$100,000.00).
- 5.03 ESD # 100 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 ESD # 100 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 ESD # 100 reserves the right to institute such suits for the collection of delinquent taxes as ESD # 100 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 ESD # 100 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, ESD # 100 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 ESD # 100.

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

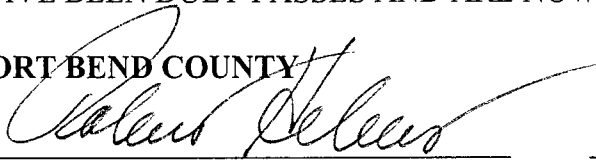
- 7.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

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 PASSES AND ARE NOW IN FULL FORCE AND EFFECT.

FORT BEND COUNTY



Robert E. Hebert, County Judge

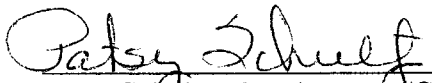


Dianne Wilson, County Clerk

July 1 2008
Date

7-1-08
Date

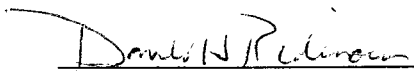
APPROVED:



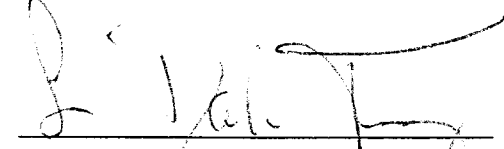
Patsy Schultz, Tax Assessor/Collector

6/23/08
Date

NAME OF JURISDICTION Harris - Fort Bend Interlocal Agreement



Donald H. Ridenour, Secretary



Leland Dale Terry, President

May 6, 2008
Date

May 6, 2008
Date

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

AGENDA ITEM

FORT BEND COUNTY FY 2009 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: June 4, 2009

Submitted By: Karen Stell

Department: Tax

Court Agenda Date: June 23, 2009

Phone Number: 281-341-3723

SUMMARY OF ITEM: Consent for Inter-local Agreement for Needville School District

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: Inter-local Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: _____ Account Number: _____
Activity (If Applicable): _____

DESCRIPTION OF LAWSON ACCOUNT: _____

COUNTY JUDGE
RECEIVED
JUN 08 2009

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/>	Auditor	(281-341-3774)	<input checked="" type="checkbox"/>	Comm. Pct. 1	(281-342-0587)
<input checked="" type="checkbox"/>	Budget Officer	(281-344-3954)	<input checked="" type="checkbox"/>	Comm. Pct. 2	(281-403-8009)
<input type="checkbox"/>	Facilities/Planning	(281-633-7022)	<input checked="" type="checkbox"/>	Comm. Pct. 3	(281-242-9060)
<input type="checkbox"/>	Purchasing Agent	(281-341-8642)	<input checked="" type="checkbox"/>	Comm. Pct. 4	(281-980-9077)
<input type="checkbox"/>	Information Technology	(281-341-4526)	<input checked="" type="checkbox"/>	County Clerk	(281-341-8697)
<input type="checkbox"/>	Other:		<input checked="" type="checkbox"/>	County Attny	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action on Inter-Local Agreement for the Collection of Taxes between Fort Bend County and Needville School District.

Special Handling Requested (specify):

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

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RECITALS

WHEREAS, on or about July 1, 2008 County and NISD entered into an interlocal agreement for the collection of taxes, hereinafter referred to as the “Agreement” attached hereto as Exhibit A and incorporated by reference herein as if set forth verbatim; and

WHEREAS, the term of the Agreement has expired and the parties desire to renew the Agreement, at the same terms and conditions; and,

WHEREAS, County and NISD believe it is in the best interests of the citizens of Fort Bend County to enter into this Amendment; and,

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and NISD is hereby amended to read:

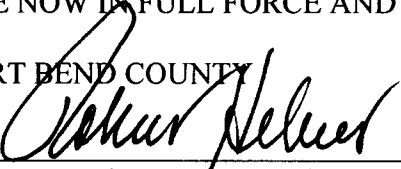
- A. This Amendment shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2010.
- B. This Amendment shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided in the Agreement.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AMENDMENT 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

ATTEST:




Dianne Wilson, County Clerk

June 23, 2009
Date

6-23-09
Date

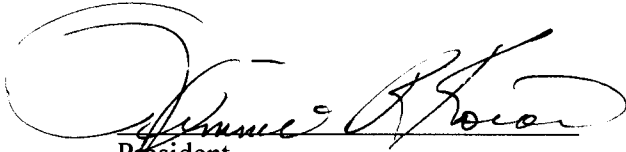
APPROVED:



Patsy Schultz, Tax Assessor/Collector

6/4/2009
Date

NEEDVILLE INDEPENDENT SCHOOL DISTRICT



President

5-20-09
Date

ATTACHMENTS: Exhibit A – Original interlocal agreement

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 NEEDVILLE INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as “SCHOOL”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, SCHOOL has the authority to authorize County to act as tax assessor/collector for SCHOOL, and County has the authority to so act; and,

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

WHEREAS, SCHOOL 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 SCHOOL for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for SCHOOL for the collection of ad valorem taxes, including penalties, interest and attorney’s fees for the collection of taxes owed SCHOOL 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, 2009.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.
- 2.03 SCHOOL 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 SCHOOL 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 SCHOOL, SCHOOL shall assume all contractual obligations entered into with County for services rendered to SCHOOL 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
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for SCHOOL for tax accounts within the jurisdiction of SCHOOL.
- 3.02 SCHOOL 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 SCHOOL with regard to assessing and collection of ad valorem taxes.
- 3.04 SCHOOL 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, SCHOOL shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 SCHOOL hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for SCHOOL, 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 SCHOOL. 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 SCHOOL taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of SCHOOL.
 - 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 SCHOOL 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 SCHOOL. All additional services shall be billed to SCHOOL by County at actual costs.

- 3.06 County shall provide the following reports, upon request, by SCHOOL:
- 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 SCHOOL 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 District.
- 3.07 The taxes collected by County for SCHOOL shall be remitted as follows:
- A. by ACH; or
 - B. by wire to SCHOOL designated depository or agent; or
 - C. by check mailed to SCHOOL.
- 3.08 SCHOOL 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 SCHOOL on a daily basis for the period beginning December 15th and ending February 15th of each year. Remittance at other times during the year shall be made 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 SCHOOL.

ARTICLE IV
OBLIGATIONS OF SCHOOL

- 4.01 SCHOOL 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, SCHOOL 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 SCHOOL will reimburse the County for actual costs incurred for any additional services requested SCHOOL or mandated by state statute.
 - D. One dollar and fifty-two cents (\$1.52) for parcels located in Harris County, Texas, for costs associated with separate billing.
- 4.03 SCHOOL 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 SCHOOL, including District auditors, is authorized to examine the records maintained by County at such reasonable time and interval as SCHOOL deems necessary. Such books and records will be kept in the offices of County.
- 5.02 SCHOOL shall maintain a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars (\$100,000.00).
- 5.03 SCHOOL 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 SCHOOL 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 SCHOOL reserves the right to institute such suits for the collection of delinquent taxes as SCHOOL 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 SCHOOL 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, SCHOOL 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 SCHOOL.

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 no 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 the Owner or the County at the following addresses:

To County:	The Honorable Patsy Schultz Fort Bend County Tax Assessor-Collector 500 Liberty, Suite 101 Richmond, Texas 77469
To:	<u>Needville I.S.D.</u> <u>Attn: Curtis Rhodes - Superintendent</u> <u>Attn: Dorey Brown</u> <u>P.O. Box 412</u> <u>Needville, TX 77461</u>
Copy to:	Fort Bend County Attorney 301 Jackson, Suite 728 Richmond, Texas 77469

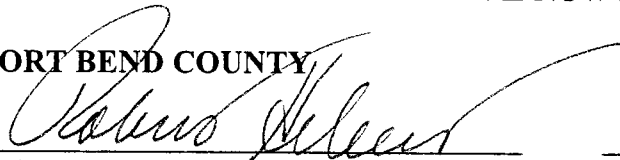
Either party may designate a different address by giving the other party ten (10) days written notice thereof.

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. Attached hereto is Exhibit A – Documentation Required From Taxing Entities, which is made a part of this Agreement.

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 PASSES AND ARE NOW IN FULL FORCE AND EFFECT.

FORT BEND COUNTY



Robert E. Hebert, County Judge

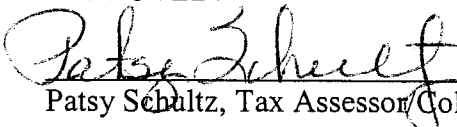


Dianne Wilson, County Clerk

July 1 2008
Date

7-1-08
Date

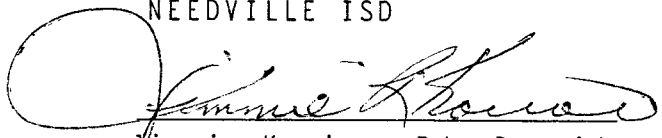
APPROVED:



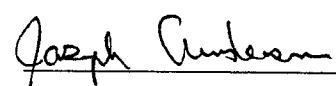
Patsy Schultz, Tax Assessor/Collector

6/23/08
Date

NAME OF JURISDICTION
NEEDVILLE ISD



Jimmie Kocian, Bd. President



Joseph Anderson, Bd. Secretary

May 21, 2008
Date

May 21, 2008
Date

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

AGENDA ITEM

**FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM**

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: June 16, 2009	Submitted By: Karen Stell
Court Agenda Date: June 23, 2009	Department: Tax
	Phone Number: 281-341-3723

SUMMARY OF ITEM: Consent for Inter-local Agreement for Willow Fork Drainage District.

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: Inter-local Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: _____ **Account Number:** _____
Activity (If Applicable): _____

DESCRIPTION OF LAWSON ACCOUNT: _____

COUNTY JUDGE
RECEIVED
JUN 16 2009

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Attny (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:
Take all appropriate action on Inter-Local Agreement for the Collection of Taxes between Fort Bend County and Willow Fork Drainage District.

Special Handling Requested (specify):

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

This Amendment of the Interlocal Agreement (hereinafter referred to as “Amendment”), 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 by and through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and WILLOW FORK DRAINAGE DISTRICT (hereinafter referred to as “WFDD”), duly organized and existing under the laws of the State of Texas, acting by and through its City Council.

RECITALS

WHEREAS, on or about July 22, 2008 County and WFDD entered into an interlocal agreement for the collection of taxes, hereinafter referred to as the “Agreement” attached hereto as Exhibit A and incorporated by reference herein as if set forth verbatim; and

WHEREAS, the term of the Agreement has expired and the parties desire to renew the Agreement, at the same terms and conditions; and,

WHEREAS, County and WFDD believe it is in the best interests of the citizens of Fort Bend County to enter into this Amendment; and,

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and WFDD is hereby amended to read:

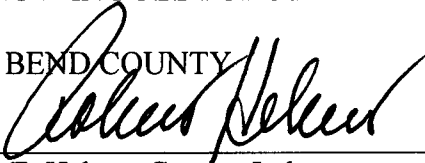
- A. This Amendment shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2010.
- B. This Amendment shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided in the Agreement.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AMENDMENT 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

ATTEST:

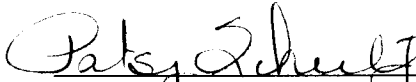


Dianne Wilson, County Clerk

June 23, 2009
Date

6-23-09
Date

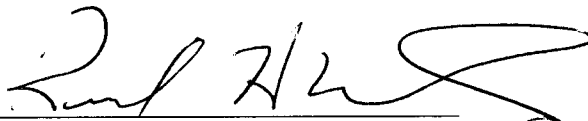
APPROVED:



Patsy Schultz, Tax Assessor/Collector

6/16/09
Date

WILLOW FORK DRAINAGE DISTRICT





6/11/09
Date

6/11/09
Date

ATTACHMENTS: Exhibit A – Original interlocal agreement

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 WILLOW FORK DRAINAGE DISTRICT (hereinafter referred to as “WFDD”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, WFDD has the authority to authorize County to act as tax assessor/collector for WFDD , and County has the authority to so act; and,

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

WHEREAS, WFDD 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 WFDD for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for WFDD for the collection of ad valorem taxes, including penalties, interest and attorney’s fees for the collection of taxes owed WFDD.

**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, 2009.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.
- 2.03 WFDD 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 WFDD 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 WFDD , WFDD shall assume all contractual obligations entered into with County for services rendered to WFDD 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
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for WFDD for tax accounts within the jurisdiction of WFDD .
- 3.02 WFDD 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 WFDD with regard to assessing and collection of ad valorem taxes.
- 3.04 WFDD 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, WFDD shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 WFDD hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for WFDD, 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 WFDD . 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 WFDD taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of WFDD .
 - 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 WFDD 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 WFDD. All additional services shall be billed to WFDD by County at actual costs.

- 3.06 County shall provide the following reports:
- 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 WFDD 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 District.
- 3.07 The taxes collected by County for WFDD shall be remitted as follows:
- A. by ACH; or
 - B. by wire to WFDD's designated depository or agent; or
 - C. by check mailed to WFDD .
- 3.08 WFDD 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 WFDD 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 WFDD.

ARTICLE IV
OBLIGATIONS OF WFDD

- 4.01 WFDD 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, WFDD 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 WFDD will reimburse the County for actual costs incurred for any additional services requested WFDD or mandated by state statute.
 - D. Two dollars and seventy-seven cents (\$2.77) for parcels located in Harris County, Texas, for costs associated with separate billing.
- 4.03 WFDD 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 WFDD, including District auditors, is authorized to examine the records maintained by County at such reasonable time and interval as WFDD deems necessary. Such books and records will be kept in the offices of County.
- 5.02 WFDD shall maintain a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars (\$100,000.00).
- 5.03 WFDD 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 WFDD 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 WFDD reserves the right to institute such suits for the collection of delinquent taxes as WFDD 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 WFDD 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, WFDD 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 WFDD.

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

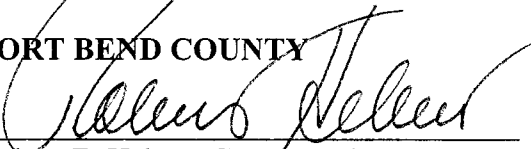
- 7.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- 7.02 Venue for any litigation involving this Agreement shall be in Fort Bend County,

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



Dianne Wilson, County Clerk

Date July 22, 2008

Date July 22, 2008

APPROVED:

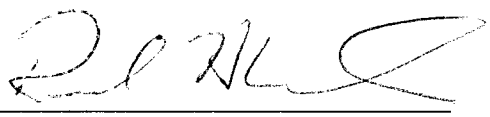


Patsy Schultz, Tax Assessor/Collector

7/11/08

Date

Willow Fork Drainage District





Date 7/10/08

Date 7/10/08

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