

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

241

**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 CINCO MUNICIPAL UTILITY DISTRICT # 2 (hereinafter referred to as "CINCO MUD #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 April 2, 2013 County and CINCO MUD #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 CINCO MUD #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 CINCO MUD #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, 2016.
- 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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Amended Interlocal Agreement for Tax Collection Services

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:

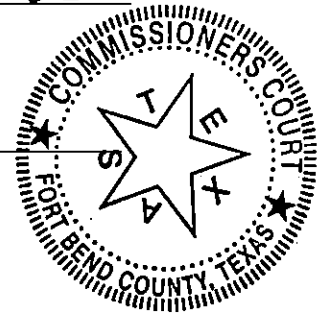
Laura Richard
Laura Richard, County Clerk

Date

July 7 2015

Date

7/8/15



APPROVED:

Patsy Schultz
Patsy Schultz, Tax Assessor/Collector

Date

6/29/15

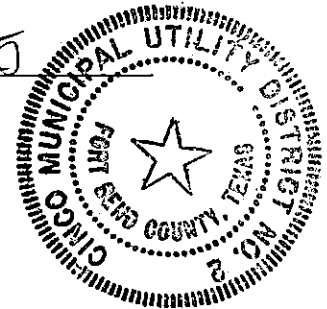
CINCO MUNICIPAL UTILITY DISTRICT # 2

Date

May 12, 2015

Date

May 12, 2015



ATTACHMENT: 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 CINCO MUNICIPAL UTILITY DISTRICT NO. 2 (hereinafter referred to as "DISTRICT"), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, DISTRICT has the authority to authorize County to act as tax assessor/collector for DISTRICT, 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, DISTRICT 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 DISTRICT 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 DISTRICT for the collection of ad valorem taxes, including penalties, interest and attorney's fees for the collection of taxes owed DISTRICT 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, 2014.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.

- 2.03 DISTRICT 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 DISTRICT 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 DISTRICT, DISTRICT shall assume all contractual obligations entered into with County for services rendered to DISTRICT for the duration of the term of the Agreement and any renewal, and County shall be relieved of all contractual obligations under this agreement.

ARTICLE III
OBLIGATIONS OF COUNTY

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

ARTICLE IV
OBLIGATIONS OF DISTRICT

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

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 PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

FORT BEND COUNTY



Robert E. Hebert, County Judge



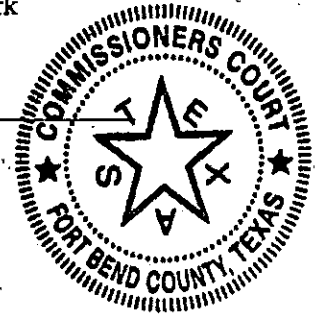
Dianne Wilson, County Clerk

4-2-2013

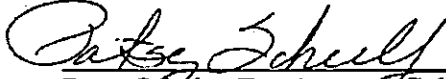
Date

4-2-13

Date



APPROVED:



Patsy Schultz, Tax Assessor/Collector

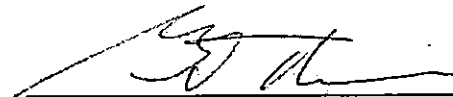
4/3/2013

Date

CINCO MUNICIPAL UTILITY DISTRICT NO. 2



President, Board of Directors



Secretary, Board of Directors

March 12, 2013

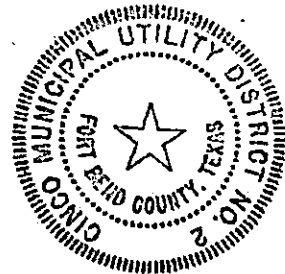
Date

March 12, 2013

Date

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

Interlocal Agreement for Tax Collection
Page 6 of 6
94098-002 201960 dw



THE STATE OF TEXAS §
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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 CINCO MUNICIPAL UTILITY DISTRICT # 5 (hereinafter referred to as “CINCO MUD #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 May 28, 2013 County and CINCO MUD #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 CINCO MUD #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 CINCO MUD #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, 2016.
- 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

Robert E. Hebert, County Judge

ATTEST:

Laura Richard

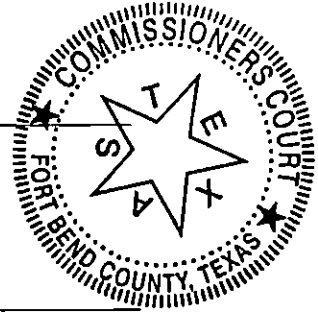
Laura Richard, County Clerk

Date

July 7 2015

Date

7/8/15



APPROVED:

Patsy Schultz

Patsy Schultz, Tax Assessor/Collector

6/29/15

Date

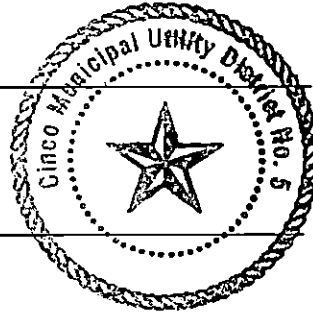
CINCO MUNICIPAL UTILITY DISTRICT # 5

[Signature]

Date

July 12, 2015

Date



ATTACHMENT: 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 CINCO MUNICIPAL UTILITY DISTRICT NO. 5 (hereinafter referred to as "DISTRICT"), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, DISTRICT has the authority to authorize County to act as tax assessor/collector for DISTRICT, 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, DISTRICT 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 DISTRICT 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 DISTRICT for the collection of ad valorem taxes, including penalties, interest and attorney's fees for the collection of taxes owed DISTRICT 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, 2014.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.

MAY 20 2013

- 2.03 DISTRICT 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 DISTRICT 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 DISTRICT, DISTRICT shall assume all contractual obligations entered into with County for services rendered to DISTRICT for the duration of the term of the Agreement and any renewal, and County shall be relieved of all contractual obligations under this agreement.

ARTICLE III
OBLIGATIONS OF COUNTY

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

MAY 20 2013

- H. County shall perform any additional, reasonable services which may be requested by DISTRICT. All additional services shall be billed to DISTRICT by County at actual costs.
- 3.06 County shall provide the following reports, upon request, by DISTRICT:
- 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 DISTRICT 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 DISTRICT shall be remitted as follows:
- A. by ACH; or
 - B. by wire to DISTRICT's designated depository or agent; or
 - C. by check mailed to DISTRICT.
- 3.08 DISTRICT 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 DISTRICT 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 DISTRICT.

ARTICLE IV OBLIGATIONS OF DISTRICT

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

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 DISTRICT or the County at the following addresses:

To County:

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

To:

Cinco Municipal Utility District No. 5
c/o Smith, Murdaugh, Little & Bonham, L.L.P.
1100 Louisiana St., Suite 400
Houston, Texas 77002-5211

Copy to:

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

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

ARTICLE IX
ENTIRE AGREEMENT AND ATTACHMENT

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

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


FORT BEND COUNTY



Robert E. Hebert, County Judge

Date

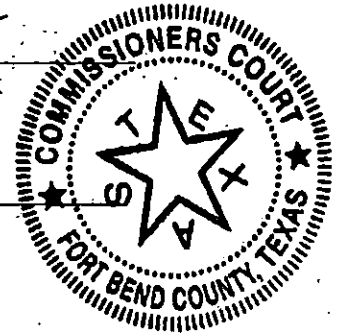
5/28/2013



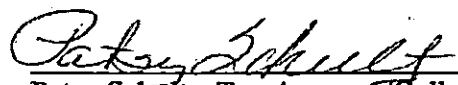
Dianne Wilson, County Clerk

Date

5-28-13



APPROVED:



Patsy Schultz, Tax Assessor/Collector

Date

5/21/2013

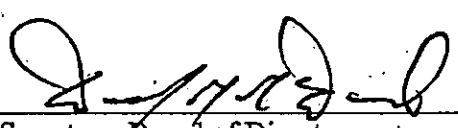
CINCO MUNICIPAL UTILITY DISTRICT NO. 5



President, Board of Directors

Date

5/14/2013

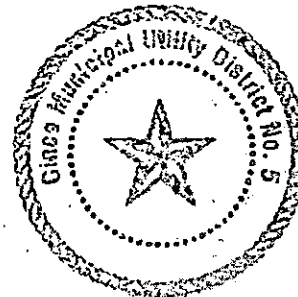


Secretary, Board of Directors

Date

5/14/13

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



MAY 20 2013

THE STATE OF TEXAS §
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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 CINCO MUNICIPAL UTILITY DISTRICT # 7 (hereinafter referred to as “CINCO MUD #7”), 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 June 11, 2013 County and CINCO MUD #7 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 CINCO MUD #7 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 CINCO MUD #7 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, 2016.
- 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

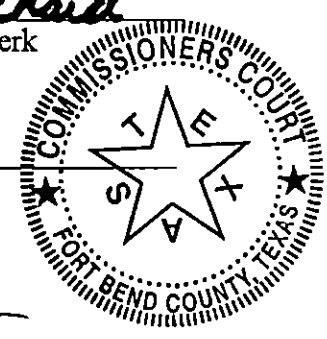
Robert E. Hebert
Robert E. Hebert, County Judge

ATTEST:

Laura Richard
Laura Richard, County Clerk

Date July 7 2015

Date 7/8/15



APPROVED:

Patsy Schultz
Patsy Schultz, Tax Assessor/Collector

6/29/15
Date

CINCO MUNICIPAL UTILITY DISTRICT # 7

Drew Mann
President

Michael W. Qui
Assistant Secretary

5-21-2015
Date

5-21-2015
Date

ATTACHMENT: 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 CINCO MUNICIPAL UTILITY DISTRICT NO. 7 (hereinafter referred to as DISTRICT), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, DISTRICT has the authority to authorize County to act as tax assessor/collector for DISTRICT, 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, DISTRICT 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 DISTRICT 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 DISTRICT for the collection of ad valorem taxes, including penalties, interest and attorney's fees for the collection of taxes owed DISTRICT 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, 2014.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.

- 2.03 DISTRICT 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 DISTRICT 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 DISTRICT, DISTRICT shall assume all contractual obligations entered into with County for services rendered to DISTRICT for the duration of the term of the Agreement and any renewal, and County shall be relieved of all contractual obligations under this agreement.

ARTICLE III
OBLIGATIONS OF COUNTY

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

ARTICLE IV
OBLIGATIONS OF DISTRICT

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

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 PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

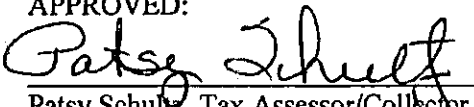
FORT BEND COUNTY

Robert E. Hebert, County Judge

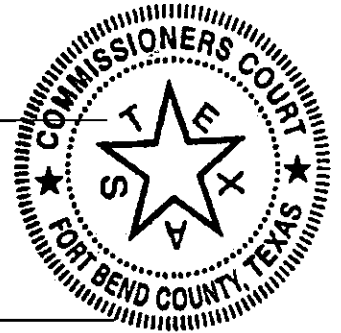

Dianne Wilson, County Clerk

6-11-2013
Date

6-11-13
Date

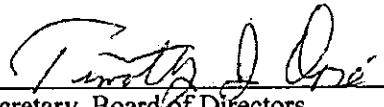
APPROVED:

Patsy Schultz, Tax Assessor/Collector

5/28/2013
Date



CINCO MUNICIPAL UTILITY DISTRICT NO. 7


President, Board of Directors


Secretary, Board of Directors

May 16, 2013
Date

May 16, 2013
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 CINCO MUNICIPAL UTILITY DISTRICT # 9 (hereinafter referred to as "CINCO MUD #9"), 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 22, 2008 County and CINCO MUD #9 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 CINCO MUD #9 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 CINCO MUD #9 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, 2016.
- 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:

Laura Richard, County Clerk

Date

July 7, 2015

Date

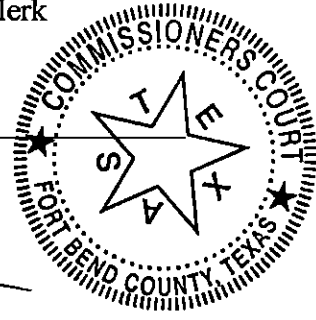
7/8/15

APPROVED:

Patsy Schultz, Tax Assessor/Collector

Date

6/29/15



CINCO MUNICIPAL UTILITY DISTRICT # 9

Lewis E. Ernest
(Ed)

Jaya Kan
(Jaya)

Date

5/20/15

Date

5/20/15

ATTACHMENT: 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 CINCO MUNICIPAL UTILITY DISTRICT # 9 (hereinafter referred to as "MUD #9"), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, MUD #9 has the authority to authorize County to act as tax assessor/collector for MUD #9, and County has the authority to so act; and,

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

WHEREAS, MUD #9 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 MUD #9 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 MUD #9 for the collection of ad valorem taxes, including penalties, interest and attorney's fees for the collection of taxes owed MUD #9.

**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 MUD #9 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 MUD #9 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 MUD #9, MUD #9 shall assume all contractual obligations entered into with County for services rendered to MUD #9 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 MUD #9 for tax accounts within the jurisdiction of MUD #9.
- 3.02 MUD #9 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 MUD #9 with regard to assessing and collection of ad valorem taxes.
- 3.04 MUD #9 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, MUD #9 shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 MUD #9 hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for MUD #9, 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 MUD #9. 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 MUD #9 taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of MUD #9.
 - 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 MUD #9 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 MUD #9. All additional services shall be billed to MUD #9 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 MUD#9 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 MUD #9 shall be remitted as follows:
- A. by ACH; or
 - B. by wire to MUD #9's designated depository or agent; or
 - C. by check mailed to MUD#9.
- 3.08 MUD #9 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 MUD #9 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 MUD #9.

ARTICLE IV
OBLIGATIONS OF MUD #9

- 4.01 MUD #9 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, MUD #9 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 MUD #9 will reimburse the County for actual costs incurred for any additional services requested MUD #9 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 MUD #9 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 MUD #9, including District auditors, is authorized to examine the records maintained by County at such reasonable time and interval as MUD #9 deems necessary. Such books and records will be kept in the offices of County.
- 5.02 MUD#9 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 MUD #9 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 MUD #9 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 MUD #9 reserves the right to institute such suits for the collection of delinquent taxes as MUD #9 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 MUD #9 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, MUD#9 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 MUD#9.

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:

Cinco m.v.d. No. 9
c/o ABHR LLP
3200 SW Freeway, Suite 2600
Houston, TX 77027

Copy to:

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


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

ARTICLE IX
ENTIRE AGREEMENT AND ATTACHMENT


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

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

FORT BEND COUNTY



Robert E. Hebert, County Judge

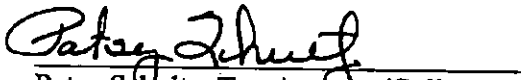


Dianne Wilson, _____, County Clerk

July 22, 2008
Date

July 22, 2008
Date

APPROVED:

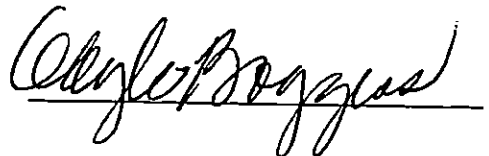


Patsy Schultz, Tax Assessor/Collector

7/1/08
Date

Cinco Municipal Utility District # 9





6/18/08
Date

6/18/08
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 FORT BEND EMERGENCY SERVICES DISTRICT # 1 (hereinafter referred to as "FB 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 FB 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 FB 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 FB 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, 2016.
- 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:

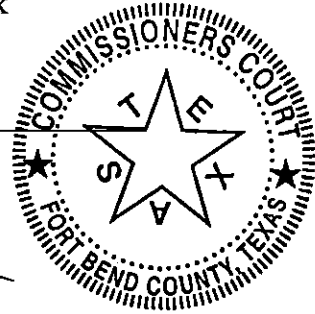
Laura Richard
Laura Richard, County Clerk

Date

July 7 2015

Date

7/8/15



APPROVED:

Patsy Schultz
Patsy Schultz, Tax Assessor/Collector

Date

6/29/15

FORT BEND EMERGENCY SERVICES DISTRICT # 1

Davell G. Stucky

A. Kemper

Date

MAY 13, 2015

Date

MAY 13, 2015

ATTACHMENT: 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 PASSES 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

July 1, 2008
Date

7-1-08
Date

APPROVED:

Patsy Schultz
Patsy Schultz, Tax Assessor/Collector

6/23/08
Date

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

Robert Armstrong
Robert Armstrong, Pres

Hank Wenzler
Hank Wenzler, Sec

May 14, 2008
Date

May 14, 2008
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 FORT BEND EMERGENCY SERVICES DISTRICT # 2 (hereinafter referred to as "FB ESD # 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 FB ESD # 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 FB ESD # 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 FB ESD # 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, 2016.
- 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

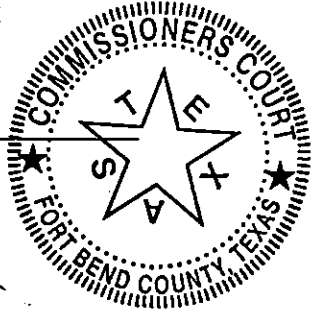
THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AMENDMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY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

FORT BEND COUNTY
Robert E. Hebert
Robert E. Hebert, County Judge

ATTEST:
Laura Richard
Laura Richard, County Clerk

Date July 7 2015

Date 7/8/15



APPROVED:
Patsy Schultz
Patsy Schultz, Tax Assessor/Collector

Date 6/29/15

FORT BEND EMERGENCY SERVICES DISTRICT # 2

Thom M. Long

ME Ann
Secretary

Date 5/20/15

Date May 20, 2015

ATTACHMENT: 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 # 2 (hereinafter referred to as "ESD # 2), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, ESD # 2 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 # 2, 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 # 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 ESD # 2 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 # 2 for the collection of ad valorem taxes, including penalties, interest and attorney's fees for the collection of taxes owed ESD # 2 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 # 2 for tax accounts within the jurisdiction of ESD # 2.
- 3.02 ESD # 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, 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 # 2 with regard to assessing and collection of ad valorem taxes.
- 3.04 ESD # 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, ESD # 2 shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 ESD # 2 hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for ESD # 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 ESD # 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 ESD # 2 taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of ESD # 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 ESD # 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 ESD # 2. All additional services shall be billed to ESD # 2 by County at actual costs.
- 3.06 County shall provide the following reports, upon request, by ESD # 2:
- 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 # 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 ESD #2 shall be remitted as follows:
- A. by ACH; or
 - B. by wire to ESD # 2's designated depository or agent if requested in writing by ESD # 2; or
 - C. by check mailed to ESD # 2.
- 3.08 ESD # 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 ESD # 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 ESD # 2.

ARTICLE IV
OBLIGATIONS OF ESD # 2

- 4.01 ESD # 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, ESD # 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 ESD # 2 will reimburse the County for actual costs incurred for any additional services requested ESD # 2 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 # 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 ESD # 2, including District auditors, is authorized to examine the records maintained by County at such reasonable time and interval

- as ESD # 2 deems necessary. Such books and records will be kept in the offices of County.
- 5.02 ESD # 2 shall maintain a Public Fidelity Bond covering the ESD # 2's Treasurer in the amount of one hundred thousand dollars (\$100,000.00).
 - 5.03 ESD # 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 ESD # 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 ESD # 2 reserves the right to institute such suits for the collection of delinquent taxes as ESD # 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 ESD # 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, ESD # 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 ESD # 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, 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
Robert E. Hebert, County Judge

Dianne Wilson
Dianne Wilson, County Clerk

July 1, 2008
Date

7-1-08
Date

APPROVED:

Patsy Schultz
Patsy Schultz, Tax Assessor/Collector

6/23/08
Date

NAME OF JURISDICTION ESD#2

Charles Boyer

Robert Miller

May 21, 2008
Date

May 21, 2008
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 FORT BEND EMERGENCY SERVICES DISTRICT NO. 5 (hereinafter referred to as “FB 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 FB 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 FB 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 FB 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, 2016.
- 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

Robert E. Hebert, County Judge

ATTEST:

Laura Richard

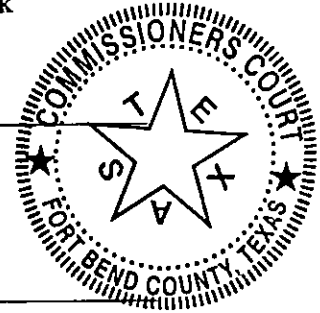
Laura Richard, County Clerk

Date

July 7 2015

Date

7/8/15



APPROVED:

Patsy Schultz

Patsy Schultz, Tax Assessor/Collector

Date

6/29/15

FORT BEND EMERGENCY SERVICES DISTRICT No. 5

[Signature]
President

May 12, 2015

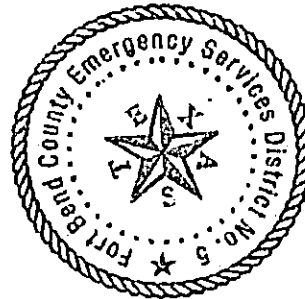
Date

[Signature]
Secretary

May 12, 2015

Date

ATTACHMENT: Exhibit A -- Original interlocal agreement



Amended Interlocal Agreement for Tax Collection Services

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.

- 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:

Fort Bend Emergency Services District No. 5
Attn: Ms. Sara Anderson
1100 Louisiana Street, Suite 400
Houston, Texas 77002

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
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

John Wilson
Secretary, Board of Commissioners

Date 6/10/2008

Date 6/10/08



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 FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 41 (hereinafter referred to as “FB MUD #41”), 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 FB MUD #41 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 FB MUD #41 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 FB MUD #41 is hereby amended to read:

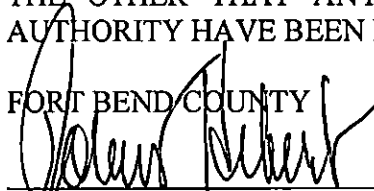
- A. This Amendment shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2016.
- B. This Amendment shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided in the Agreement.
- C. Except as modified herein, 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:



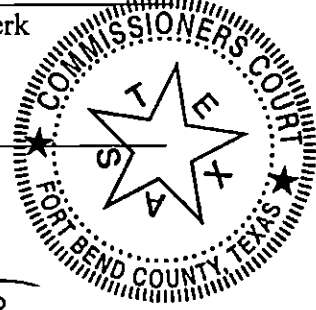
Laura Richard, County Clerk

Date


July 7 2015

Date

7/8/15



APPROVED:



Patsy Schultz, Tax Assessor/Collector

6/29/15
Date

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 41





5/7/15
Date

5/7/15
Date

ATTACHMENT: 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 MUNICIPAL UTILITY DISTRICT NO. 41 (hereinafter referred to as "MUD #41"), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, MUD #41 has the authority to authorize County to act as tax assessor/collector for MUD #41, and County has the authority to so act; and,

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

WHEREAS, MUD #41 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 MUD #41 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 MUD #41 for the collection of ad valorem taxes, including penalties, interest and attorney's fees for the collection of taxes owed MUD #41 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 MUD #41 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 MUD #41 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 MUD #41, MUD #41 shall assume all contractual obligations entered into with County for services rendered to MUD #41 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 MUD #41 for tax accounts within the jurisdiction of MUD #41.
- 3.02 MUD #41 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 MUD #41 with regard to assessing and collection of ad valorem taxes.
- 3.04 MUD #41 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, MUD #41 shall reimburse County for any additional costs incurred as a result thereof in accordance with Article IV of this Agreement.
- 3.05 MUD #41 hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for MUD #41, 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 MUD #41. 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 MUD #41 taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of MUD #41.
 - 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 MUD #41 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 MUD #41. All additional services shall be billed to MUD #41 by County at actual costs.

- 3.06 County shall provide the following reports, upon request, by MUD #41:
- 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 MUD #41 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 MUD #41 shall be remitted as follows:
- A. by ACH; or
 - B. by wire to MUD #41's designated depository or agent; or
 - C. by check mailed to MUD #41.
- 3.08 MUD #41 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 MUD #41 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 MUD #41.

ARTICLE IV
OBLIGATIONS OF MUD #41

- 4.01 MUD #41 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; MUD #41 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 MUD #41 will reimburse the County for actual costs incurred for any additional services requested by MUD #41 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 MUD #41 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 MUD #41, including District auditors, is authorized to examine the records maintained by County at such reasonable time and interval as MUD #41 deems necessary. Such books and records will be kept in the offices of County.
- 5.02 MUD #41 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 MUD #41 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 MUD #41 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 MUD #41 reserves the right to institute such suits for the collection of delinquent taxes as MUD #41 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 MUD #41 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, MUD #41 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 MUD #41.

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

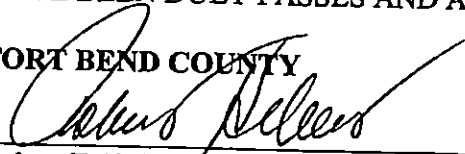
- 7.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- 7.02 Venue for any litigation involving this Agreement shall be in Fort Bend County,

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

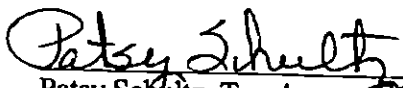


Dianne Wilson, County Clerk

July 1 2008
Date

7-1-08
Date

APPROVED:



Patsy Schultz, Tax Assessor/Collector

6/23/08
Date

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 41



President, Board of Directors

May 13, 2008
Date

Date

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 FRESH WATER SUPPLY DISTRICT #1 (hereinafter referred to as “FB FWSD #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 FB FWSD #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 FB FWSD #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 FB FWSD #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, 2016.
- 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
Robert E. Hebert, County Judge

ATTEST:

Laura Richard
Laura Richard, County Clerk

Date

July 7 2015

Date

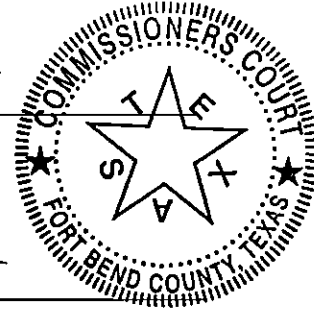
7/8/15

APPROVED:

Patsy Schultz
Patsy Schultz, Tax Assessor/Collector

Date

6/29/15



FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT #1

Paul Summitt

Calvin Cash

Date

4/30/15

Date

4/30/15

ATTACHMENT: Exhibit A – Original interlocal agreement

Amended Interlocal Agreement for Tax Collection Services

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 FRESH WATER SUPPLY DISTRICT #1 (hereinafter referred to as "FWSD #1"), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, FWSD #1 has the authority to authorize County to act as tax assessor/collector for FWSD #1, and County has the authority to so act; and,

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

WHEREAS, FWSD #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 FWSD #1 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 FWSD #1 for the collection of ad valorem taxes, including penalties, interest and attorney's fees for the collection of taxes owed FWSD #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.
- 2.03 FWSD #1 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 FWSD #1 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 FWSD #1, FWSD #1 shall assume all contractual obligations entered into with County for services rendered to FWSD #1 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 FWSD #1 for tax accounts within the jurisdiction of FWSD #1.
- 3.02 FWSD #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.
- 3.03 County shall perform all the duties required by law of the Tax Assessor-Collector of FWSD #1 with regard to assessing and collection of ad valorem taxes.
- 3.04 FWSD #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, FWSD#1 shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 FWSD #1 hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for FWSD #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 FWSD #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 FWSD #1 taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of FWSD #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 FWSD #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 FWSD #1. All additional services shall be billed to FWSD #1 by County at actual costs.

- 3.06 County shall provide the following reports, upon request, by FWSD #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 FWSD #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 FWSD #1 shall be remitted as follows:
- A. by ACH; or
 - B. by wire to FWSD #1's designated depository or agent; or
 - C. by check mailed to FWSD #1.
- 3.08 FWSD #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 FWSD #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 FWSD #1.

ARTICLE IV
OBLIGATIONS OF FWSD #1

- 4.01 FWSD #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, FWSD #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 FWSD #1 will reimburse the County for actual costs incurred for any additional services requested FWSD #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 FWSD #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 FWSD #1, including District auditors, is authorized to examine the records maintained by County at such reasonable time and interval as FWSD #1 deems necessary. Such books and records will be kept in the offices of County.
- 5.02 FWSD #1 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 FWSD #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 FWSD #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 FWSD #1 reserves the right to institute such suits for the collection of delinquent taxes as FWSD #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 FWSD #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, FWSD #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 FWSD #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 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:

Ft. Bend County Fresh Water Supply District #1
3 East Greenway Plaza, Suite 2000
Houston, TX
77046

Copy to:

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

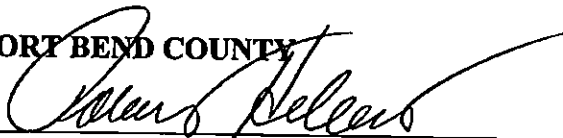
Either party may designate a different address by giving the other party ten (10) days written notice thereof.

ARTICLE IX
ENTIRE AGREEMENT AND ATTACHMENT


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

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

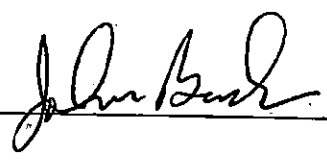


Patsy Schultz, Tax Assessor/Collector

6/24/08
Date

NAME OF JURISDICTION

Ft Bend Fresh Water Supply
#1



June 19, 2008
Date

June 19, 2008
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 FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 2 (hereinafter referred to as "FB FWSD #2"), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Supervisors.

RECITALS

WHEREAS, on or about July 1, 2008 County and FB FWSD #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 FB FWSD #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 FB FWSD #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, 2016.
- 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:

Laura Richard

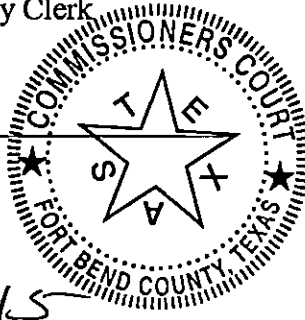
Laura Richard, County Clerk

Date

July 7 2015

Date

7/8/15



APPROVED:

Patsy Schultz
Patsy Schultz, Tax Assessor/Collector

6/29/15
Date

FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 2

Carmen Martinez

Date

5/8/15

Quat Cooper

Date

5/5/15

ATTACHMENT: 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 FRESH WATER SUPPLY DISTRICT NO. 2 (hereinafter referred to as "FWSD #2"), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Supervisors.

RECITALS

WHEREAS, FWSD #2 has the authority to authorize County's Tax Assessor/Collector to act as tax assessor/collector for FWSD #2, and County has the authority to so act; and,

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

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

NOW THEREFORE, County and FWSD #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 FWD #2 for the collection of ad valorem taxes, including penalties, interest and attorney's fees for the collection of taxes owed FWSD #2 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, 2008.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.

- 2.03 FWSD #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 FWSD #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 FWSD #2, FWSD #2 shall assume all contractual obligations entered into with County for services rendered to FWSD #2 for the duration of the term of this Agreement and any renewal thereof, 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 FWSD #2 for tax accounts within the jurisdiction of FWSD #2.
- 3.02 FWSD #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 FWSD #2 with regard to assessing and collecting ad valorem taxes.
- 3.04 FWSD #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, FWSD #2 shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 FWSD #2 hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for FWSD #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 Texas Property Tax Code.
 - B. County shall assess and collect the ad valorem property taxes owing to FWSD #2. The term "assess" does not include those functions defined as "appraisal" by the Texas Property Tax Code.
 - C. County shall produce a consolidated tax statement for both County and FWSD #2 taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of FWSD #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 FWSD #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 FWSD #2. All additional services shall be billed to FWSD #2 by County at actual costs.
- 3.06 County shall provide the following reports, upon request, by FWSD #2:
- 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 FWSD #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 FWSD #2 shall be remitted as follows:
- A. by ACH; or
 - B. by wire to FWSD #2's designated depository or agent; or
 - C. by check mailed to FWSD #2.
- 3.08 FWSD #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 FWSD #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 FWSD #2.

ARTICLE IV
OBLIGATIONS OF FWSD #2

- 4.01 FWSD #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, FWSD #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 FWSD #2 will reimburse the County for actual costs incurred for any additional services requested by FWSD #2 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 FWSD #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 thirty (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 collection of taxes shall be kept clearly on the books and records of County, and a designated representative of FWSD #2, including its auditors, is authorized to examine the records maintained by County at such reasonable time and interval as FWSD #2 deems necessary. Such books and records will be kept in the offices of County.
- 5.02 FWSD #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 FWSD #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 FWSD #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 FWSD #2 reserves the right to institute such suits for the collection of delinquent taxes as FWSD #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 FWSD #2 may adopt.
- 5.06 In the event County waives any penalty and/or interest on any parcel, pursuant to Section 33.011 of the Texas Property Tax Code, FWSD #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 FWSD #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.

ARTICLE IX
ENTIRE AGREEMENT AND ATTACHMENT

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


THE UNDERSIGNED OFFICER AND/OR AGENT 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



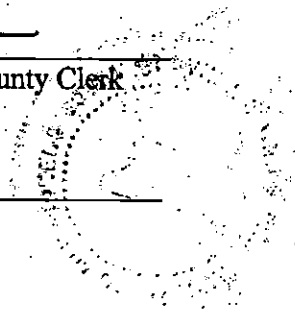
Robert E. Hebert, County Judge

July 1, 2008
Date




Dianne Wilson, County Clerk

7-1-08
Date



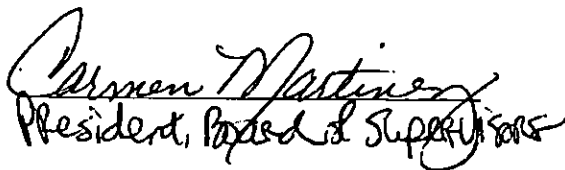
APPROVED:



Patsy Schultz, Tax Assessor/Collector

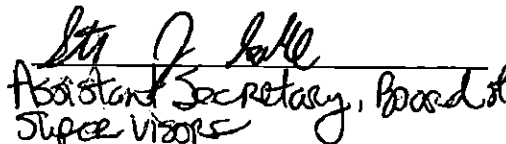
6/23/08
Date

FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 2



Carmen Martinez, President, Board of Supervisors

May 20, 2008
Date



Betty J. Hall, Assistant Secretary, Board of Supervisors

May 20, 2008
Date

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

EXHIBIT "A"

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.**

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 "HFB 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 HFB 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 HFB 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 HFB 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, 2016.
- 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

Robert E. Hebert, County Judge

ATTEST:

Laura Richard

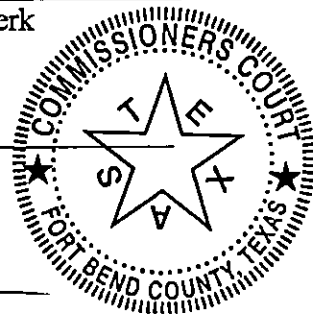
Laura Richard, County Clerk

Date

July 7 2015

Date

7/8/15



APPROVED:

Patsy Schultz
Patsy Schultz, Tax Assessor/Collector

Date

6/29/15

HARRIS FORT BEND EMERGENCY SERVICES DISTRICT # 100

L. Yah Troy

Date

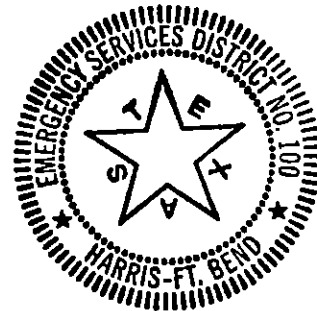
5/5/2015

Mary Blondel

Date

May 5, 2015

ATTACHMENT: Exhibit A – Original interlocal agreement



Amended Interlocal Agreement for Tax Collection Services

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.

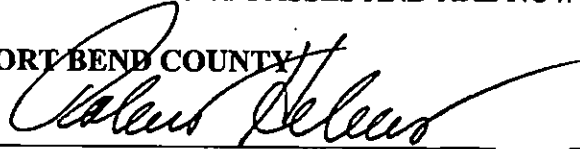
ARTICLE VII
MISCELLANEOUS

- 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

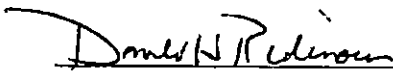
7-1-08
Date

APPROVED:


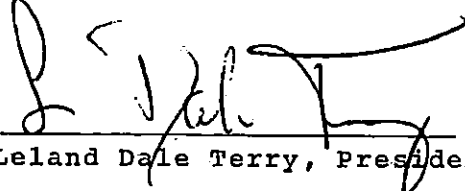
Patsy Schultz, Tax Assessor/Collector

6/23/08
Date

NAME OF JURISDICTION Harris-Fort Bend ESD#100



Donald H. Ridenour, Secretary



Leland Dale Terry, President

May 6, 2008
Date

May 6, 2008
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 FORT BEND COUNTY WCID #2 (hereinafter referred to as “FB 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 FB 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 FB 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 FB 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, 2016.
- 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:

Laura Richard
Laura Richard, County Clerk

Date

July 7 2015

Date

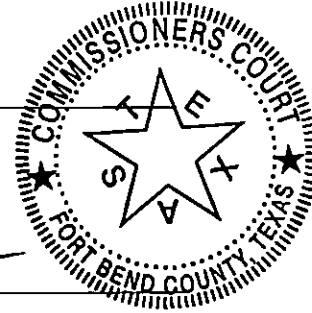
7/8/15

APPROVED:

Patsy Schultz
Patsy Schultz, Tax Assessor/Collector

Date

6/29/15



FORT BEND COUNTY WCID #2

Linda Walker
Linda Walker - Board President

John Ferro
~~John K. Rose - Board Secretary/Treasurer~~
John Ferro - Vice President

Date

5/6/15

Date

5/6/15

ATTACHMENT: Exhibit A - Original interlocal agreement

Amended Interlocal Agreement for Tax Collection Services

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

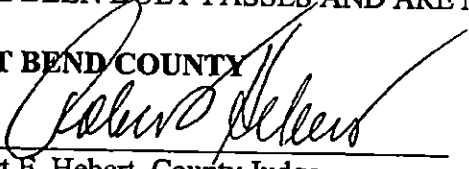
- 7.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- 7.02 Venue for any litigation involving this Agreement shall be in Fort Bend County,

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

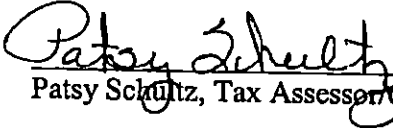
Date

July 1, 2008

Date

7-1-08

APPROVED:



Patsy Schultz, Tax Assessor/Collector

Date

6/23/08

Fort Bend County Water Control and Improvement District No. 2





Date

5-14-08

Date

5-14-08

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 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, 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, 2016.
- 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

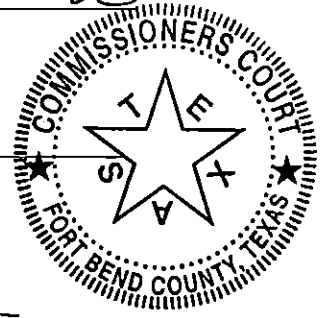
Robert E. Hebert
Robert E. Hebert, County Judge

ATTEST:

Laura Richard
Laura Richard, County Clerk

Date July 7 2015

Date 7/8/15



APPROVED:

Patsy Schultz
Patsy Schultz, Tax Assessor/Collector

6/29/15
Date

WILLOW FORK DRAINAGE DISTRICT

R. H. L. Alvarin

Date 5/14/15

Date 5/14/15

ATTACHMENT: 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,

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:

Willow Fork Drainage District
C/O HBIK LLP
3700 Southwest Freeway, Suite 2600
Houston, TX 77027

Copy to:

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

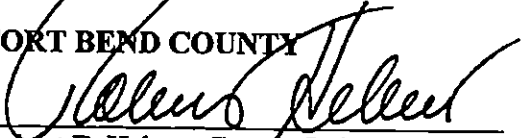
Either party may designate a different address by giving the other party ten (10) days written notice thereof.

ARTICLE IX
ENTIRE AGREEMENT AND ATTACHMENT


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

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

FORT BEND COUNTY



Robert E. Hebert, County Judge



Dianne Wilson, County Clerk

July 22, 2008
Date

July 22, 2008
Date

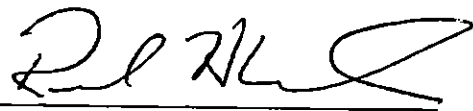
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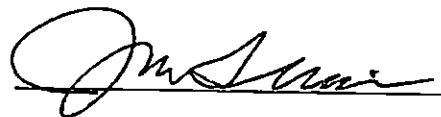


Patsy Schultz, Tax Assessor/Collector

7/11/08
Date

Willow Fork Drainage District





7/10/08
Date

7/10/08
Date

MER: Interlocal Agreement Tax Collection: 1396(040506)