

THE STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND       §

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

This Agreement ("Agreement") is made and entered into by and between the County of Fort Bend, Texas, with the agreement, consent, and participation of the Fort Bend County Tax Assessor/Collector (singularly or collectively referred to as "County" or "County Tax Assessor/Collector"), and Enclave at River Park, a Public Improvement District (PID) in the State of Texas.

Section 372.0175 of the Local Government Code allows the PID to contract with the county to collect special assessments.

***Section 372.0175. CONTRACTS FOR COLLECTION OF ASSESSMENTS. The governing body of a municipality or county may contract with the governing body of another taxing unit, as defined by Section 1.04, Tax Code, or the board of directors of an appraisal district to perform the duties of the municipality or county relating to collection of special assessments levied under this subchapter. Added by Acts 2011, 82<sup>nd</sup> Leg., R.S., Ch. 1211 (S.B. 422), Sec. 1, eff. June 17, 2011.***

**RECITALS**

WHEREAS, Section 6.24 of the Texas Property Tax Code and the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, authorize political subdivisions of the State of Texas to enter into interlocal contracts for the provision of tax assessing and collecting services; and

WHEREAS, Fort Bend County acting by and through its Commissioner's Court with the approval of the County Tax Assessor-Collector, hereinafter referred to as the "County," has agreed to provide tax assessing and collecting services for Enclave at River Park PID; and

WHEREAS, Enclave at River Park PID acting by and through its governing body, having authorized execution of this Agreement has agreed to authorize the County to provide tax assessing and collecting services for it in the form and manner most efficient and economical to it and its taxpayers; and

WHEREAS, Enclave at River Park PID has the authority to authorize the County to act as its tax assessor and collector, and the County has the authority to act in that capacity;

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual condition set out herein, it is agreed by and between the County and Enclave at River Park PID 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 Enclave at River Park PID for the collection of assessments, including penalties, interest and attorney's fees for the collection of assessments owed Enclave at River Park PID in Fort Bend County.

## ARTICLE II TERM

- 2.01 This Agreement shall be effective as of date executed by both Parties and shall terminate on September 30, 2022.
- 2.02 This Agreement shall automatically renew each October 1 for up a one (1) year term thereafter and through September 30, 2026, unless sooner terminated as provided herein.
- 2.03 Enclave at River Park PID may terminate this agreement at any time by providing ninety (90) days advanced written notice to County.
- 2.04 County may terminate this agreement without cause by providing written notice to Enclave at River Park PID 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 Enclave at River Park PID, Enclave at River Park PID shall assume all contractual obligations entered into with County for services rendered to Enclave at River Park PID for the duration of the term of the Agreement and any renewal, and County shall be relieved of all contractual obligations under this agreement.
- 2.06 As soon as practicable after the date of termination or the expiration of this Agreement, the County shall submit a final report containing the information set forth in Article III. At that time, distribution of the amount due to Enclave at River Park PID shall be made or Enclave at River Park PID shall be invoiced for any amounts due from Enclave at River Park PID pursuant to the terms of this Agreement. Payment by Enclave at River Park PID shall be due and payable, no later than thirty (30) days after receipt of an invoice. Copies of all reports and all records of Enclave at River Park PID shall be delivered to Enclave at River Park PID when and if this Agreement is terminated or upon its expiration if not sooner terminated.

## ARTICLE III OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services by and through the Tax Assessor for Enclave at River Park PID for tax accounts within the jurisdiction of Enclave at River Park PID, limited to Fort Bend County accounts.
- 3.02 Enclave at River Park PID 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, for Fort Bend County accounts.
- 3.03 County shall perform all the duties required by law of the Tax Assessor-Collector of Enclave at River Park PID with regard to assessing and collection of assessments.

- 3.04 Enclave at River Park PID shall adopt a assessment rate in accordance with Local Government Code 372.0175.
- 3.05 Enclave at River Park PID hereby expressly authorizes County to do and perform all acts necessary and proper to collect assessments for Enclave at River Park PID, including but not limited to:
- A. Calculation of assessments, preparation of current and delinquent rolls, pro-ration of assessments, correction of clerical errors in rolls, collection of current liabilities, collection of delinquent assessments, issuance of refunds.
  - B. County shall assess and collect the property assessments owing to the Enclave at River Park PID. 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 Enclave at River Park PID assessments.
  - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of Enclave at River Park PID.
  - E. County shall mail statements.
  - F. County shall mail notices of delinquent service charges in accordance with Section 33.07, 33.08 and 33.11 of the Texas Property Tax Code.
  - G. County shall perform for Enclave at River Park PID all duties provided by law of the State of Texas for the collection of assessments.
  - H. County shall perform any additional, reasonable services, which may be requested by Enclave at River Park PID. County shall bill all additional services to Enclave at River Park PID at actual costs.
- 3.06 County shall provide the following reports, upon request, by Enclave at River Park PID:
- A. Report of the current year 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 Enclave at River Park PID showing the assessments paid by year, amount paid, principal and interest paid, service charge paid, etc.;
  - C. Monthly report of activity showing the amount of initial levy, collections during month for both current and delinquent assessments, 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 Enclave at River Park PID.
- 3.07 The assessments collected by County for Enclave at River Park PID shall be remitted as follows:
- A. a credit/debit memo within same depository bank: or
  - B. by ACH; or
  - C. by wire to Enclave at River Park PID’s designated depository or agent; or
  - D. By check mailed to Enclave at River Park PID.
- 3.08 Enclave at River Park PID shall provide written notification to County of the manner in which assessments shall be remitted, as described in Section 3.07 above.

- 3.09 The assessments collected by County shall be remitted to Enclave at River Park PID on a daily basis for the period beginning December 15<sup>th</sup> and ending February 15<sup>th</sup> 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 Enclave at River Park PID.

ARTICLE IV  
OBLIGATIONS OF ENCLAVE AT RIVER PARK PID

- 4.01 Enclave at River Park PID 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, Enclave at River Park PID agrees to pay County for the actual costs incurred, for assessing or collecting assessments for Enclave at River Park PID in accordance with Tax Code Section 6.27. The Parties acknowledge and agree that these amounts as of the date of this Execution are as follows:
  - A. **Forty cents (\$0.40) 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 Enclave at River Park PID will reimburse the County for actual costs incurred for any additional services requested by Enclave at River Park PID or mandated by state statute.**
- 4.03 County will review actual costs annually and advise Enclave at River Park PID of any cost change in advance of the auto renewal. The Agreement will then renew at those rates without need to amend this document unless otherwise terminated by the Parties.
- 4.04 Enclave at River Park PID 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 assessments shall be kept clearly on the books and records of County, and a designated representative of Enclave at River Park PID, including Enclave at River Park PID's auditors, is authorized to examine the records maintained by County at such reasonable time and interval as Enclave at River Park PID deems necessary. Such books and records will be kept in the offices of County.
- 5.02 Enclave at River Park PID shall maintain a Public Fidelity Bond covering all offices, officials and employees for one hundred thousand dollars (\$100,000).
- 5.03 Enclave at River Park PID 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 Enclave at River Park PID for any failure to collect assessments, nor shall the County Tax Assessor-Collector be legally responsible

unless the failure to collect assessments results from failure to perform the duties imposed by law and by this Agreement.

- 5.05 Enclave at River Park PID reserves the right to institute such suits for the collection of delinquent assessments, as Enclave at River Park PID deems necessary and to contract with an attorney for collection of delinquent assessments.
- 5.06 County shall comply with all provisions of the Texas Local Government Code, as amended, and any policies and procedures regarding collection of assessments which Enclave at River Park PID 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, Enclave at River Park PID 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 Enclave at River Park PID.
- 5.08 Enclave at River Park PID's performance under this Agreement is conditioned on the appropriation of funds by Enclave at River Park PID on a yearly basis for payment of the Collection Fee, and shall constitute a commitment of current revenues only. The failure by Enclave at River Park PID's governing body to appropriate funds sufficient for payment of such Collection Fee shall be grounds for termination of this Agreement.

#### ARTICLE VI LIABILITY

- 6.01 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 shall be governed by and constructed in accordance with the laws of the State of Texas.
- 7.02 No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Fort Bend County, Texas.
- 7.03 The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented 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 approvals have been duly passed and approved and are now in full force and effect.
- 7.04 The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.
- 7.05 In the event that any one or more of the terms, provisions or conditions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other terms,



respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto, except as provided in Section 4.03 of this Agreement.

**FORT BEND COUNTY:**

  
\_\_\_\_\_  
KP George  
County Judge


Attest:

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

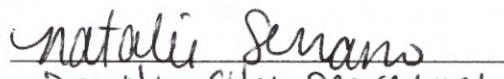


Date: 9.6.2022


**ENCLAVE AT RIVER PARK PID:**

  
\_\_\_\_\_  
Michael W. Goodrum, City Manager  
Date: June 21, 2022

Attest:

  
\_\_\_\_\_  
Deputy City Secretary  
Natalie Seprano

Reviewed:

  
\_\_\_\_\_  
Carmen P. Turner, MPA  
Tax Assessor-Collector