

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

This Interlocal Agreement (hereinafter referred to as “Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as “County”), acting through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and Fort Bend County Levee Improvement District No. 2 (hereinafter referred to as “Fort Bend County Levee Improvement District No. 2”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Directors.

RECITALS

WHEREAS, Fort Bend County Levee Improvement District No. 2 has the authority to authorize County to act as tax assessor/collector for Fort Bend County Levee Improvement District No. 2, and County has the authority to so act; and,

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

WHEREAS, Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 2 for the collection of ad valorem taxes, including penalties, interest and attorney’s fees for the collection of taxes owed Fort Bend County Levee Improvement District No. 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, 2025.

- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.
- 2.03 Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 2 shall assume all contractual obligations entered into with County for services rendered to Fort Bend County Levee Improvement District No. 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
OBLIGATIONS OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for Fort Bend County Levee Improvement District No. 2 for tax accounts within the jurisdiction of Fort Bend County Levee Improvement District No. 2.
- 3.02 Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 2 with regard to assessing and collection of ad valorem taxes.
- 3.04 Fort Bend County Levee Improvement District No. 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, Fort Bend County Levee Improvement District No. 2 shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 Fort Bend County Levee Improvement District No. 2 hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for Fort Bend County Levee Improvement District No. 2, including but not limited to:
 - A. Calculation of taxes, preparation of current and delinquent tax rolls, pro-ratio 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 Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 2 taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of Fort Bend County Levee Improvement District No. 2.
 - 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 Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 2. All additional services shall be billed to Fort Bend County Levee Improvement District No. 2 by County at actual costs.
- 3.06 County shall provide the following reports, upon request, by Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 2 shall be remitted as follows:
- A. by ACH; or
 - B. by wire to Fort Bend County Levee Improvement District No. 2 designated depository or agent; or
 - C. by check mailed to Fort Bend County Levee Improvement District No. 2; or
 - D. A credit/debit memo within same depository bank.
- 3.08 Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 2 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 Fort Bend County Levee Improvement District No. 2.

ARTICLE IV
OBLIGATIONS OF
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 2

- 4.01 Fort Bend County Levee Improvement District No. 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, Fort Bend County Levee Improvement District No. 2 agrees to pay County the following amounts:
 - A. Forty (\$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 Fort Bend County Levee Improvement District No. 2 will reimburse the County for actual costs incurred for any additional services requested Fort Bend County Levee Improvement District No. 2 or mandated by state statute.
 - D. Two dollars and seventy-seven cents (\$2.77) for parcels located outside of Fort Bend County, Texas, for costs associated with separate billing.
- 4.03 Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 2, including District auditors, is authorized to examine the records maintained by County at such reasonable time and interval as Fort Bend County Levee Improvement District No. 2 deems necessary. Such books and records will be kept in the offices of County.
- 5.02 Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 2 reserves the right to institute such suits for the collection of delinquent taxes as Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 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, Fort Bend County Levee Improvement District No. 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 Fort Bend County Levee Improvement District No. 2.

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 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

8.01 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 Fort Bend County Levee Improvement District No. 2 or the County at the following addresses:

To County:

The Honorable Carmen P. Turner
Fort Bend County Tax Assessor-Collector
1317 Eugene Heimann Circle
Richmond, Texas 77469-3623

To: Fort Bend County Levee Improvement District No. 2

Fort Bend County Levee Improvement District No. 2
C /O Allen Boone Humphries Robinson LLP
3200 SW Frwy., Ste 2600
Houston, TX 77027

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

KP George
KP George, County Judge

May 9, 2023
Date

Laura Richard
Laura Richard, County Clerk

May 9, 2023
Date



APPROVED:

CPT
Carmen P. Turner, Tax Assessor/Collector

4/20/2023
Date

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 2

Rashid U. Makh

Ipendra Sahu

Rashid Khokhar, President
Date ~~02/21/23~~ 3/22/2023

Ipendra Sahu, Asst. Secretary
Date 3/22/2023

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