

AGREEMENT FOR ASSESSMENT AND COLLECTION OF TAXES

This Agreement made and entered into this 22nd day of February, 2016, by and between the County of Erath ("the County") and by the Stephenville Independent School District ("SISD") whose address is 2655 W. Overhill Drive, Stephenville, Texas 76401.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the County will provide assessment and collection services of Ad Valorem taxes levied by SISD.

The SISD hereby designated the Tax Assessor-Collector of the County of Erath as its tax assessor and collector for property located in the County for all purposes.

SERVICES TO BE PERFORMED

The County shall collect the current and the delinquent ad valorem taxes owing to the SISD as hereinafter provided in this Agreement. The County further agrees to perform for the SISD all the duties relating to the assessment and collection of taxes for the SISD on property located in the County as provided for by the law of the State of Texas for the assessment and collection of said taxes.

Tax assessment and collection services provided by the County to SISD shall include, but shall not be limited to:

1. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year;
2. Mailing of current tax statements and all required delinquent tax statements to each taxpayer or their authorized agent.
3. Proration and/or collection of tax bills as required.
4. Preparation of tax receipts and tax certificates.
5. Collection of current and delinquent taxes, penalties and interest.
6. Issuance of tax refunds as required by law.

The current year taxes collected by the County for the SISD shall be remitted to the SISD weekly and the delinquent taxes collected by the County shall be remitted to the SISD monthly.

REPORTS

The County shall provide the SISD with monthly and annual reports, as required by law, which reports shall include all amounts collected by the County for the SISD, all amounts remitted to the SISD, and all sums withheld by the County under the provisions of this Agreement. The County shall provide, upon request the following reports:

- Monthly: Detail Collection Report including:
 - Year-to-Date Summary by fund;
 - Distribution Report by fund;
 - Delinquent tax attorney fee;
 - Late renditions
 - Summary year-to-date payments for current and prior years;
 - Penalty and interest for current and prior years

- Annual: Paid Tax Roll;
 - Delinquent Tax Roll;
 - Current Tax Roll;
 - Summary or changes in delinquent tax receivable including: (refunds, deletions and additions, attorney fees and delinquent years broken out for the past 10 years.

COMPENSATION

The SISD agrees to pay the County the actual costs incurred for assessment and collection of taxes for the SISD, as provided for by law. The parties agree that the actual cost incurred for assessment and collection of the SISD taxes shall be \$0.80 per parcel for each parcel handled by the County. New accounts added by ECAD will be billed to the SISD. The County will invoice for all these on a monthly basis with payment due from SISD within 30 days of the date of the invoice.

The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these cost incurred by the County will be separately identified, billed and paid by the SISD.

AUDITS

The County will provide SISD's auditor necessary explanations of all reports and access to County records to assist the auditor in verifying audit samples of financial data previously provided by the County during the past audit period.

TAX RATE REQUIREMENT

SISD will provide the County, in writing, the SISD's newly adopted tax rate and exemption schedule to be applied for assessing purposes by the second Wednesday of September, unless a rollback election has been called. Any additional cost or printing and mailing of tax statements because of late reporting of the tax rate or the exemption schedule caused by SISD may be charged to and will be paid by SISD as set out by statute.

The tax rate and exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years, where there remains delinquent tax, must be furnished in writing to the County at the time of the initial contract.

DEPOSIT OF FUNDS

All funds collected by the County in the performance of the services stated herein for SISD shall be promptly transferred or deposited to the fund accounts of SISD at the SISD's current designated depository bank. All payments may be made electronically by automated clearing house (ACH) or by actual deposit at the SISD's current designated depository bank. The County has no liability for the funds after initiation of ACH transfer to SISD's funds from the County depository or by actual deposit at SISD's current designated depository.

INVESTMENT OF FUNDS

SISD hereby agrees that the County, acting through the County auditor, may invest collected ad valorem tax funds of SISD during the period between collection and payment. The County agrees that it will invest such funds in compliance with the Public Funds Investment Act. The County further agrees that it will pay SISD all interest or other earnings attributable to taxes owed to SISD. All parties agree that this Agreement will not be construed to lengthen the time period during which the County may hold such funds before payment to SISD.

REFUNDS

Refunds will be made by the County as set out in the Texas Property Tax Code. The County will advise SISD of changes in the tax roll which were mandated by ECAD.

COLLECTIONS

SISD will employ its own counsel for the collection of delinquent taxes, penalties and interest due the SISD on property located in the County. The County is authorized to take all actions necessary to impose on behalf of SISD the penalty provided for by Sections 33.07 and 33.08 Property Tax Code.

TERM OF AGREEMENT

This Agreement shall become effective immediately upon the execution of it by the parties hereto, and shall continue in force and effect from year to year; provided however, that either party shall have the right to terminate this agreement by giving written notice of its intent to terminate the agreement to the other party no later than 90 days prior to October 1, of the year in which the agreement is to terminate.

INDEMNIFICATION

The SISD shall indemnify and hold the County and the County Tax Assessor/Collector harmless from and against all liabilities, losses, and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney fees, which may arise as a result of County or the County Tax Assessor/Collector's performance of the services described in this agreement. The indemnity provisions of this contract shall have no application to any claim or demand which results from the sole negligence or fault of the County or the County Tax Assessor/Collector, their officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the County, the County Tax Assessor/Collector and the SISD, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

MISCELLANEOUS PROVISIONS

The SISD may require the County to obtain a surety bond for the County Tax Assessor/Collector, acting in the capacity of assessor/collector for the SISD. In such instance, under the provisions provided for in Section 6.29 of the Property Tax Code, State of Texas, the bond must be made payable to and must be approved by the SISD.

Neither the County nor the County Tax Assessor/Collector shall be liable to the SISD for any failure to collect taxes unless the failure to collect the taxes results from some failure on the part of the County Tax Assessor/Collector to perform the duties imposed by law and by this Agreement.

Payments by the parties for service under this Agreement shall be made from current revenues available to the parties.

Authorized refunds to property owners shall be made on the same check for all taxing units contracting for assessment and collections services with the County. Such changes include, but are not limited to, late exemption claims, clerical errors, overpayments, etc. All refunds and amounts applicable for return checks will be withheld from current collections, and will be annotated on the respective report.

Fees paid to the County Tax Assessor/Collector for the issuance of Tax Certificates shall be retained by the County.

This Agreement shall be subject to all valid rules, regulations, laws and ordinances applicable thereto passed or promulgated by the United States of America, the State of Texas, the County of Erath, or any other governmental body or agency having lawful jurisdiction thereof.

SOVEREIGN IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, neither the county nor the SISD waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims in the exercise of governmental powers and functions.

AMENDMENTS

Any amendments, alterations, deletions or waiver of the provisions of this Agreement shall be valid only when expressed in writing and agreed to by official action of the governing bodies of both parties.

GENERAL PROVISIONS

Except as otherwise provided in this Agreement, all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage paid, registered or certified mail, return receipt requested, to the party's office or usual mailing address.

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties to the subject matter hereof.

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this agreement.

Executed on this ____ day of January, 2016.

STEPHENVILLE INDEPENDENT SCHOOL DISTRICT

BY: _____
MATT UNDERWOOD, SUPERINTENDENT

ERATH COUNTY, TEXAS

BY: _____
TAB THOMPSON

ATTEST:

GWINDA JONES, COUNTY CLERK

Agreement for Collection of Property Taxes
SISD/ 2016

JENNIFER CAREY
ERATH COUNTY TAX ASSESSOR/COLLECTOR