

THE STATE OF TEXAS
COUNTY OF ATASCOSA

AGREEMENT FOR TAX ASSESSMENT AND COLLECTION SERVICES

THIS AGREEMENT, made and entered into, by and between ATASCOSA COUNTY, (hereinafter called "COUNTY"), a Political Subdivision of the State of Texas, and the ATASCOSA COUNTY EMERGENCY SERVICE DISTRICT #2, a Taxing Entity duly organized and existing under the laws of the State of Texas, (hereinafter called AESD#2), each acting herein by the through its duly authorized officials contracting and agreeing as follows:

WITNESSETH:

WHEREAS, the parties to the Agreement with to consolidate the assessment and collection of their respective property taxes into one agency in the office of the Tax Assessor-Collector of the County of Atascosa; and

WHEREAS, the parties enter into this Agreement in order to eliminate the duplication of the systems for collection of taxes and to promote governmental efficiency; and

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Tax Code Section 6.23(4), (Duties of Assessor and Collector), Tax Code Section 6.24(a), (Contracts for Assessment and Collection), and Tax Code Section 6.29 (Bonds for Other Taxes), Tax Code Section 6.30 (Attorneys Representing Taxing Units), Tax Code Section 6.27 (Compensation for Assessment and Collection), Tax Code Section 31.10 (Reports and Other Taxes), and Government Code Section 791.001 et. Seq., known as the Interlocal Cooperation Act;

NOW THEREFORE, in consideration of the premises and the terms, provisions and mutual promises herein contained, it is mutually agreed as follows:

I. COLLECTION AND ASSESEMENT OF TAXES

1. AESD#2 agrees that COUNTY, through its Tax Assessor-Collector, shall perform all assessment and collection of each year's property taxes for the AESD#2 for all taxable property located within the corporate limits of the AESD#2.
2. The assessment and collection for each year of this contract shall commence not earlier than the first (1st) day of October of the current tax year and shall be completed not later than the thirtieth (30th) day of September of the following year unless the COUNTY finds extension to be necessary.

II. SERVICES TO BE PERFORMED BY COUNTY

1. COUNTY shall collect the current ad valorem property taxes paid on account of the AESD#2.
2. COUNTY further agrees to perform for the AESD#2 all the duties relating to the assessment of all properties by the County Tax Assessor-Collector, regardless of the County of the property location, and collection of taxes for AESD#2 provided by the laws of the State of Texas for the Assessment and Collection of said taxes.
3. The COUNTY shall perform this contract with the functions set out in the Definitions section of this Agreement.
4. COUNTY and AESD#2 agree to prepare and use consolidated tax statements for each taxpayer, but only insofar as practical for parcels lying outside of the limits of Atascosa County. The tax statements shall include taxes owed to all taxing units to which the taxpayer owes taxes, except those units which have not contracted with COUNTY for the assessment and collection of its taxes.
5. COUNTY shall mail original tax billing statements to each taxpayer or authorized agent for each parcel of property within AESD#2, as shown by the records of the Atascosa County Appraisal District at such times and causes as may be required by COUNTY in collecting its own taxes. The COUNTY's delinquent tax firm (Linebarger, Goggan, Blair, & Sampson, LLP) will mail reminders or delinquent tax notices of nonpayment to each taxpayer, pay for advertising, and pay auction cost as part of a separate agreement between the COUNTY and Linebarger, Goggan, Blair, & Sampson, LLP.
6. If at any time, the records of the Atascosa County Appraisal District fail to contain the complete listing of property subject to taxation by AESD#2 due to the fact that the property situs is in another county, COUNTY may require that additional fees be paid to acquire such data and coordinated the collection process, or require termination of this agreement under terms contained in the agreement (save and except the time limit requirements for termination if such facts are not disclosed in a timely manner by AESD#2 or by the Atascosa Central Appraisal District). AESD# agrees to pay all costs associated with the transfer of accounts through True Automation.

III. PAYMENT

1. AESD#@ agrees to pay the COUNTY the cost of performing the services specified above the amount equal to one dollar and fifty cents (\$1.50) per parcel for each of the following parcels on the AESD#2's tax roll during the term of this Agreement as shown by the records of the Atascosa Central Appraisal District. Such fees are subject to change on or before July 1 of each year of this contract subject to timely agreement by both parties, as hereinafter provided. Payment shall be made by October 30th of each year during the continuation of this Agreement, subject to the provision of the following paragraph.
2. If the consideration for this contract is not paid in cash, AESD#2 authorizes COUNTY to withhold from the remittances to the AESD#2 the amount of money necessary to pay for the cost of assessing and collecting current taxes for the AESD#2, until the amount of payment mentioned in the paragraph above has been received by the COUNTY.

IV. REMITTANCE OF FUNDS

1. The taxes collected for AESD#2 during the continuation of this contract shall be calculated weekly on the amounts collected on or before Friday of each week, and thereafter such amount calculated shall be remitted to AESD#2 on each consecutive Wednesday. The remittance calculation shall take account of the proper amount of payment, mentioned above, after any taxpayer refunds have been withheld. All payments to AESD#2 shall be made by check or wire.
2. COUNTY will remit the taxes collected in accordance with the provisions of this contract by check or wire to the office of AESD#2, all as directed in writing by AESD#2.

V. DESIGNATION OF ASSESSMENT DUTIES

The AESD#2 hereby designates the Tax Assessor-Collector of the County of Atascosa as its tax assessor and tax collector for all purposes under the Texas Property Tax Code.

VI. COPIES OF CURRENT AND DELIQUENT TAX ROLLS

Upon request by AESD#2 and at the sole cost of the AESD#2, the COUNTY shall provide the governing body of the AESD#2 with a copy of the current and delinquent AESD#2 tax roll each year that this Agreement is in effect.

VII. TAX CERTIFICATES

AESD#2 agrees that Certificates of Taxes paid shall be issued by COUNTY under the authority of AESD#2 and that AESD#2 shall be bound by the certificate issued by COUNTY in accordance with law and shall be subject to the requirements of statutes relating to tax certificates issuance as though such certificate were issued by AESD#2. COUNTY agrees to exercise all reasonable diligence to insure accuracy of tax certification but it is further agreed that no liability for errors or omissions shall be incurred by COUNTY or its employees resulting from issuance of tax certificates. All fees and charges for preparation and issuance of Tax Certificates covering properties within the jurisdiction of AESD#2 shall be collected and retained by COUNTY, in addition to the fees hereinafter provided, to defray the cost of issuance of certification, provided that the charge made by COUNTY shall be made on the basis of one (1) consolidated certificate covering AESD#2 and any other COUNTY collected taxes.

VIII ADMINISTRATION PROVISIONS

1. The COUNTY agrees to collect only the current taxes for the AESD#2 unless collection of delinquent tax is provided for below.
2. All expenses incurred by COUNTY for the assessment and collection of taxes shall be clearly kept on the books and records of COUNTY. AESD#2 or its representatives designed in writing are authorized to examine the records to be kept by COUNTY at such reasonable times and intervals as AESD#2 deems fit. Such books and records will be kept in the offices of Atascosa County Tax Assessor-Collector but any and all financial records pertaining to tax collection and payments under this contract maintained by COUNTY shall be made available to AESD#2 upon request.

VIII. SURETY BONDS

At the beginning of each contract year, should AESD#2 require a Surety Bond, AESD#2 agrees to provide to COUNTY copies of the AESD#2's Surety Bond provided for the Atascosa County Tax Assessor-Collector and the AESD#2's Surety Bond (blanket coverage) provided for the employees of the Atascosa County Tax Office required by the AESD#2 under the terms of TAX CODE Section 6.29 to secure the faithful performance of duties regarding taxes of AESD#2, together with a transcript of AESD#2 minutes regarding setting the bond amount and approving the bond filed. It is understood that the surety bond

for the Atascosa County Tax Assessor-Collector acting in her capacity as assessor-collector for AESD#2 and the Surety Bond of the employees of the Atascosa County Tax office shall be in addition to any other bonds required by law on behalf of COUNTY. AESD#2 agrees to pay the premium for such bonds securing the taxes collected on behalf to AESD#2 and furnish copies of evidence such payment upon execution of this contract and before the first day of October of each year during the term of this contract. The Bond to secure the AESD#2 must be made payable to and must be approved by and paid for by the governing body of AESD#2 in an amount determined by the AESD#2. COUNTY and AESD#2 agree that, except for annual payments of fees charged for services under this contract, each will look solely to their own bonding contracts in full settlement of any claims against each other arising under the terms of this agreement.

IX. ACCOUNTING PROCEDURES

1. AESD#2 agrees that COUNTY shall maintain such records and use accounting procedures which are acceptable to the requirements of the State of Texas and other governmental authorities.
2. AESD#2 will not require any substantial additional bookkeeping than is required by the State of Texas for the Tax Collecting process now used by COUNTY.
3. The total of all amounts due to refunded shall be placed in escrow with the Treasury of Atascosa County before any refunds to taxpayers are due to be made.
4. The cost to AESD#2 under the terms of this paragraph shall be the actual cost of providing those extra services required by the roll-back or change in the tax rate and such accordance with statements of such costs furnished to ASED#2.

XII. EARLY PAYMENT DISCOUNTS

AESD#2 agrees that all terms and conditions of early payment discounts allowed by COUNTY will be adopted and allowed by AESD#2 so that taxes can be paid in the same manner as COUNTY taxes are collected.

XIII. MISCELLANEOUS PROVISIONS

1. The AESD#2 agrees to transfer to the possession and control to the COUNTY, without charge, copies of all records necessary for the performance of the duties and responsibilities of the COUNTY pursuant to this Agreement. These records shall include all tax records, including tax rolls of records available to the AESD#2.
2. The COUNTY shall not be liable to the AESD#2 for any failure to collect taxes nor shall the County Tax Assessor-Collector be liable to AESD#2 for any failure to collect taxes unless the failure to collect taxes results from some conscious failure on her part to perform the duties imposed upon her by law and by this Agreement.

XIV. CURRENT REVENUES FOR PAYMENT

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

XV. AVOIDANCE OF CONTRACT

If the AESD#2 has not established the tax rate as required by law for AESD#2 within thirty (30) days after the Atascosa County Appraisal District Appraisal Review Board has certified to the AESD#2 the assessed values on the property in the AESD#2, then this Agreement becomes voidable by action of the COUNTY. The COUNTY may then declare this Agreement null and void by written notice from the Tax Assessor-Collector.

XVI. OTHER REFUNDS

Authorizing refunds to property owner will be made on the same check for all taxing units contracting for assessment and collection services. Such refunds include, but are not limited to, tax payer over-payments resulting from late exemption claims, clerical errors, overpayments, etc. The amount of AESD#2's refund shall be deducted from collections or, if none are available, shall be remitted by AESD#2 to COUNTY within thirty (30) days of notification of such sums due.

XXII. DELINQUENT TAXES

1. AESD#2 has decided, as provided by Section 6.30 of Texas Property Tax Code, to contract on its own with a separate law firm for the collection of delinquent taxes, penalty, and interest. Those services are NOT included as part of the services to be performed for the consideration stated in the terms and provisions in this Agreement.
2. Legal representation in connection with the collection of delinquent taxes, penalty, and interest owing to AESD#2 is NOT included as part of the services to be performed for the consideration stated in the terms and provisions of this Agreement.
3. AESD#2 agrees to impose, and hereby does impose, a collection penalty pursuant to Section 33.07, Section 33.08 and/or Section 33.11 of the Texas Property Tax Code that does not exceed 20% penalty pursuant to said Section 6.30 of the Texas Property Tax Code. When this collection penalty is collected by the County, it shall be distributed pro-rata as same as calculated by law.
4. AESD#2 shall provide to the Atascosa Tax Assessor-Collector a copy of the official resolution adopting and imposing the collection penalty pursuant to Section 33.07, Section 33.08 and/or Section 33.11 of the Texas Property Tax Code.
5. AESD#2 shall be solely responsible for the preparation, mailing and cost of the statutory notice imposing an collection penalty pursuant to Section 33.07, Section 33.08 and/or Section 33.11 of the Texas Property Tax Code; and shall provide timely evidence of such mailings to the Atascosa County Tax Assessor-Collector.

XVIII. DEFINITIONS

For the purpose of this Agreement:

1. The terms "assessment" and "collection" shall include the following: calculation tax, preparation of tax rolls, proration of taxes, correction of clerical errors in tax rolls, collection of tax liabilities, issuance of refunds and calculation of an effective tax rate required by Section 26.04 of the Texas Property Tax Code, for the years as provided above.

2. The term "assessment" shall not include those functions defined as "appraisal" by the Texas Property Code
3. The term "current taxes" shall include only those taxes legally due and payable without penalty and interest.
4. The term "Delinquent Taxes" is defined as any taxes which have not been received and collected on or before January 31st of any and which given year and on which penalty and interest are due.

XIX. REGULATIONS AND LAWS

This Agreement shall be subject to all valid rules, regulations and law applicable thereto passed or promulgated by the United States of America, State of Texas, or any governmental body or agency having lawful jurisdiction of any authorized representative or agency or any of them.

XX. SOVEREIGN IMMUNITY

This is expressly understood and agreed that, in the execution of the Agreement, neither the COUNTY nor AESD#2 waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

XXI. TERMINATION

1. This agreement shall continue in full force and effect for one full year, and continue annually thereafter for additional tax years services, until such time as either party hereto, by written notice to the other terminated the agreement at the end of the tax collection year.

2. AESD#2 or COUNTY may terminate this agreement with or without cause with such termination to be effective only on notice thereof is provided to the other party on or before the first day of July of the year in which the party intends for the Agreement to terminate.

3. Upon termination, all funds then on hand shall be delivered to AESD#2 in the same manner as required by the contract, and a final accounting shall be made by COUNTY to the AESD#2 for the final period of work. Further, any funds together with a statement of the nature of the funds, to AESD#2 within 15 days of discovery by COUNTY that additional funds are involved.

XXII. 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, and will be effective only if they do not adversely affect the prompt fulfillment of contracts obligations. All amendments concerning or affecting an increase in the amount of payment or cost under this Agreement shall be effective only if they are agreed upon on or before the first day of July of the year in which they are to become effective.

XXIII. GENERAL PROVISIONS

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

2. This Agreement shall be binding upon the parties, their legal representatives, successors, and assigns.

3. This Agreement is executed in multiple copies, any one of which or a true copy thereof, shall have the same evidentiary value.

4. 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.
5. The provisions of the Agreement are servable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement, forthwith upon the delivery of written notice of termination to the other party.

Agreed and executed on this the ____ day of _____, 2025.

ATASCOSA COUNTY EMERGENCY SERVICE DISTRICT #2

By: _____

Director of Atascosa County Emergency Service District #2

ATTEST:

Secretary

ATASCOSA COUNTY

By: _____

Weldon P. Cude, Atascosa County Judge

ATTEST:

Teresa Carrasco, Atascosa County Clerk

AGREED AND ACCEPTED:

Loretta Holley, PCC, CTOP, CPAC
County Tax Assessor-Collector