

STATE OF TEXAS
COUNTY OF HIDALGO

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FILED	
AT 2:30	O'CLOCK P M
SEP 08 2017	
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS	
BY _____	DEPUTY

**AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION**

This **AMENDMENT** to the **INTERLOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION**, hereinafter referred to as "**AGREEMENT**" is made on this the _____ day of _____ by and between Donna Independent School District, hereinafter referred to as "**District**," and the County of Hidalgo, hereinafter referred to as "**COUNTY**", pursuant to the provisions of the Texas Interlocal Cooperation Act, hereinafter referred to as "**ACT**", as follows:

WHEREAS, on or about August 18, 2009, **COUNTY** entered into an **AGREEMENT** with **District** for the consolidation of the assessment and collection of property taxes; and

WHEREAS, **COUNTY** and **District**, now desire to amend the **AGREEMENT** hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged he purpose stated herein, **COUNTY** and **District** hereby agree to the following amendments to the **AGREEMENT**:

1. Section III. **DESCRIPTION OF SERVICES**, 1.F is hereby amended and modified as follows:

"1.F Disburse tax monies received at County Tax Office during the months of October through January no later than the 5th business day, and during other months of the year, on a weekly basis or sooner in the event tax revenues equal or exceed \$100,000.00, pursuant to the Lockbox Processing Agreement attached hereto as Exhibit A and incorporated herein for all purposes."

2. Section V DELINQUENT TAXES, subsection 3. is hereby amended and modified as follows:

“ 3. Pursuant to Tax Code Subsection (c), Section 6.30, the District has entered into a contract with a law firm to represent District in the enforcing and collecting of delinquent taxes. The attorney’s compensation is set forth in the contract. Upon formal written request from District, the COUNTY may withhold attorney compensation fees from daily collections and disburse directly to the law firm on a monthly basis.”

3. Section VI CONSIDERATION, subsection 1. is hereby amended and modified as follows:

“ 1. District hereby agrees to pay and the COUNTY agrees to accept a fee of \$81,024.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to District, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. District will have until June 1st to accept the recommended fee.”

4. Section VI CONSIDERATION, subsection 2. is hereby amended and modified as follows:

2. COUNTY will be paid by deducting the fee at the rate of \$6,752.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

Except as amended and modified herein, all terms and conditions of the AGREEMENT, as amended remain in full force and effect and the COUNTY and District ratify and confirm the terms and provisions of the AGREEMENT as amended.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

Approved by Commissioners Court on the _____ day of _____, 2017.

School District of Donna

BY: *Efren Cenicer*
Efren Cenicer
Board President

ATTEST:

Alicia Reyna
Alicia Reyna
Secretary, Board of Trustees

HIDALGO COUNTY

By: *Ramon Garcia*
Ramon Garcia
Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr.
Hidalgo County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: *7/25/17*