INTERLOCAL AGREEMENT
BY AND BETWEEN COMAL COUNTY, TEXAS
AND
THE CITY OF SPRING BRANCH, TEXAS
FOR TAX ASSESSING AND COLLECTING SERVICES

THE STATE OF TEXAS §
§
COUNTY OF COMAL §

WHEREAS, the City of Spring Branch, Texas ("CITY") and Comal County, Texas, a political subdivision of the State of Texas ("COUNTY"), have the authority with reference to the terms of Texas Government Code §791.001 at seq., and Texas Tax Code §6.21 at seq., as amended, to authorize the COUNTY through its duly elected Tax Assessor-Collector to act as the Tax Assessor-Collector for the CITY; and

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual considerations set out herein, it is agreed by and between COUNTY and CITY as follows:

ARTICLE 1
PURPOSE

1.01 The COUNTY, through its Tax Assessor-Collector, shall serve as Tax Assessor-Collector for CITY for ad valorem tax purposes pursuant to the terms herein provided. The purpose of this agreement is to set forth the duties, costs, and timing of deposits of the COUNTY on behalf of CITY, and to perform related governmental and administrative functions and services.

ARTICLE 2
TERM

2.01 The agreement is for the collection of CITY property taxes for a term of one (1) year, beginning October 27, 2016, and ending October 26, 2017. The agreement will automatically renew for successive one (1) year terms, unless notice to terminate is provided to the other party at least one hundred twenty (120) days prior to the end of the term.

2.02 If this agreement should terminate for any reason, including, but not limited to, termination because of agreement of all parties or by judicial decree, all records received by the COUNTY shall be returned to the CITY.

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ARTICLE 3
DESCRIPTION OF SERVICES

3.01 The COUNTY, through the Comal County Tax Assessor-Collector, hereby agrees to provide the following ad valorem tax related services, consistent with the manner in which COUNTY collects property taxes itself:

A. Establish the tax roll based on taxable values certified by the Comal Appraisal District, the tax rate provided by CITY, and all exemption or discounts authorized by CITY, or otherwise provided by statute;
B. Calculate and deliver the effective tax rate, and prepare and deliver the rollback worksheet and notices;
C. Prepare and deliver the Truth in Taxation Notice;
D. Prepare and deliver tax statements for all CITY property tax accounts;
E. Receive payments of property taxes on behalf of CITY;
F. Disburse tax monies and deposit in CITY depository, via wire transfer or other agreed method, at least monthly;
G. The CITY may, pursuant to Texas Tax Code, Section 31.10, require deposits to be made more frequently;
H. Initiate proper procedures for the enforcement and collection of all delinquent property taxes owed to CITY, and COUNTY shall provide delinquent property tax collection services in accordance with Section 6.30 of the Texas Tax Code, or other applicable provisions;
I. Prepare and submit reports as required pursuant to Texas Tax Code, Section 31.10 to CITY accounting for all property taxes collected. The COUNTY further agrees to prepare or provide information and reports for the state agencies, auditors, and other activities regarding the assessment, collection, and disbursement of ad valorem taxes. COUNTY shall provide information directly to the auditor for CITY when requested by such auditor, including annual information of property tax collections for the year, copies of audit reports, and management letter; and
J. COUNTY shall permit CITY to inspect and review books of the Comal County Tax Assessor-Collector. Further, the COUNTY agrees to allow an audit of the property tax records at any time. The expense of such an audit shall be paid by CITY. A copy of the audit results shall be furnished to COUNTY. An audit contemplated under this Section is not the same as the regular annual independent audit.

3.02 CITY, through its City Commission, hereby agrees to the following:

A. CITY authorizes the COUNTY to assess and collect property taxes for CITY in the manner in which the COUNTY assesses and collects its property taxes;

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B. CITY agrees to provide in a timely manner any and all information required by the Texas Tax Code, or specifically requested by the COUNTY. This includes, but is not limited to, the property tax rate in accordance with Section 26.05 of the Texas Tax Code;

D. CITY specifically authorizes and empowers the COUNTY, its employees, officials, and agents to perform all acts which the COUNTY, its employees, officials, and agents determine necessary and proper in the best interest of CITY in order to accomplish the services required to be performed by the COUNTY. This authorization includes, but is not limited to, the following:

   a. Determine waiver of penalty and interest requests pursuant to Section 33.011 of the Texas Tax Code;
   b. Approve refunds for overpayments or erroneous payments pursuant to Section 31.11 of the Texas Tax Code; and
   c. Enter into installment, escrow, or other agreements for the payment of property taxes; and

E. CITY authorizes the COUNTY, through its delinquent tax attorney or law firm, to enforce the collection of delinquent property taxes in accordance with Section 6.30 of the Texas Tax Code. However, at any time during the term of this agreement, upon sixty (60) days notice to the COUNTY, the City Commission may vote to select its own attorney or law firm for those purposes, but shall not be required to do so.

F. It shall be CITY's responsibility to publish any required notices at the expense of CITY.

ARTICLE 4
CONSIDERATION

4.01 During the term of this agreement, CITY agrees to pay the COUNTY a collection fee as determined by the COUNTY. The COUNTY, in collection for CITY, will base the fee on the reasonable and necessary total costs "over-and-above" the costs incurred by the COUNTY in collecting property taxes for Comal County. The fee will be allocated based on the percentage of the property tax levy imposed by all the taxing entities, other than Comal County, multiplied by the reasonable and necessary additional costs incurred for collecting for all other entities, other than Comal County. Additionally, for taxing entities where parcels are outside Comal County, a cost-per-statement fee to cover the costs of supplies, printing, and postage will be imposed for each statement that is mailed. Furthermore, if the taxing entity does not provide the COUNTY with the approved property tax rate in the timely manner in accordance with Section 26.05 of the Texas Tax Code, separate property tax statements may be required, thereby increasing the costs of collection to CITY.

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ARTICLE 5
NOTICE

5.01 All notices to be given under this agreement shall be given by regular mail or certified mail addressed to the proper party at the following address:

IF TO COUNTY: Comal County Judge
150 N. Seguin Ave.
New Braunfels, Texas 78130

With copy to: Comal County Tax Assessor-Collector
205 N. Seguin Ave.
New Braunfels, Texas 78130

IF TO CITY: Mayor, City of Spring Branch
P.O. Box 1143
Spring Branch, Texas 78070

With copy to: _____
_____
_____

ARTICLE 6
TEXAS LAW TO APPLY

6.01 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Comal County, Texas. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.

ARTICLE 7
LEGAL CONSTRUCTION

7.01 In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, 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.

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ARTICLE 8
PRIOR AGREEMENT SUPERSEDED

8.01 This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter contained herein.

ARTICLE 9
AMENDMENT

9.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

ARTICLE 10
IMMUNITY

10.01 No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or the City and/or their respective elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to any or all of the foregoing under Federal or Texas law.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF ANY ORIGINAL, THIS THE _____ DAY OF _____, 2016.

COUNTY OF COMAL

BY:_____
Sherman Krause
Comal County Judge

BY:_____
Cathy C. Talcott
Comal County Tax Assessor-Collector

ATTEST:

_____
Bobbie Koepp, County Clerk

CITY OF SPRING BRANCH

BY:_____
James Mayer
Mayor, City of Spring Branch

ATTEST:

_____
Bambi Mayer, City Secretary

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