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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Interlocal Cooperation Agreement between Hays County and Reunion Ranch Water Control and Improvement District.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

October 1, 2013

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

Luanne Caraway

SPONSOR

COBB

CO-SPONSOR

N/A

SUMMARY

The parties to this contract wish to consolidate the assessment and collection of property taxes into one entity, Hays County, under the provisions of V.T.C.A., Tax Code, Section 6.24.

FILED:

10 01 13
HAYS COUNTY COMMISSIONERS' COURT

Resolution # 28309 VOL V PG 253

**INTERLOCAL COOPERATION AGREEMENT
ASSESSMENT AND COLLECTION OF TAXES**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This contract is between **HAYS COUNTY** (the "County") and **REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT** (the "District"), and is entered into as of this 20th day of August, 2013, under the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act, and V.T.C.A., Tax Code, Section 6.24.

I. PURPOSE

The parties to this contract wish to consolidate the assessment and collection of property taxes into one entity, Hays County, under the provisions of V.T.C.A., Tax Code, Section 6.24.

II. TERM

This contract shall be effective from September 1, 2013 through August 30, 2015, and thereafter for yearly terms commencing on September 1 of each year and ending on August 30 of the succeeding year, until terminated by one or more of the parties pursuant to the termination provisions of this contract.

III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR

The Tax Assessor-Collector of Hays County is hereby designated as Tax Assessor-Collector for the District.

IV. SERVICES TO BE PERFORMED

County agrees to perform all necessary assessment and collection functions authorized by law for the District. The functions shall include:

- a. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year.
- b. Preparation of tax bills as required.
- c. Correction of tax bills as required.
- d. Preparation of tax receipts.
- e. Preparation of tax certificates.

- f. Collection of current and delinquent taxes.
- g. Disbursement of tax revenues to the District.
- h. Issuance of tax refunds as required.

V. ASSESSMENT AND COLLECTION RECORDS

The District's initial tax levy shall be for the year 2014. To date, no prior tax records exist. At the termination of this Contract for any reason, the County shall return copies of all assessment and collection records it holds concerning the District within fifteen (15) days after receipt of notice of termination of this contract as provided hereinbelow.

VI. DELINQUENT TAXES/EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTION

A. Pursuant to V.T.C.A., Tax Code, Section 6.24, District hereby authorizes the County by and through the County's Tax Assessor-Collector to collect delinquent taxes for the District as the County deems necessary.

B. Pursuant to V.T.C.A., Tax Code, Section 6.30, the District hereby agrees and expressly authorizes the County to contract on the District's behalf with private legal counsel for the collection of delinquent taxes. The District further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid from the delinquent taxes, penalties an interest collected for the District by such private legal counsel. The County will provide a copy of the current written contract with legal counsel to the District and will provide periodic performance reports regarding such contract. In addition, the District will adopt a Resolution formally assessing such penalties and interest, as allowed by law, to defray the costs of collection.

VII. AUDIT

County agrees to permit auditors engaged by the District to annually audit its assessment and collection expenditures and its collection of taxes for the District during the life of this contract. Such auditors shall report directly to the District.

VIII. SURETY BOND

The County agrees to obtain a surety bond for the tax assessor-collector and staff to assure proper performance of the tax assessing and collection functions provided for in this contract. Such bond shall be payable to the District in the sum of not less than \$10,000 initially and \$50,000 commencing in August of 2014, unless otherwise provided by law, executed by a solvent surety company, licensed to do business in Texas. The District shall reimburse the County for the cost of such bond immediately upon receipt of an invoice from the County for the cost of such bond.

IX. REMITTANCE OF TAX COLLECTIONS

County agrees to pay over to the District all net taxes, penalties and interest, after payment of refunds under XI below. All payments received for the District shall be paid to the District monthly. County expressly agrees to process all payments, whether paid by mail, in person or otherwise within three business days of receipt by County. A report of each disbursement to District of taxes collected on its behalf will be completed to show the amount and distribution of monies. This report will be forwarded to the District immediately after each disbursement.

X. REPORTS

County agrees to make reports of its collection of taxes, penalties and interest to the District not less than often monthly. A cumulative annual report for the preceding twelve months shall be prepared by County and furnished to the District not later than November 1st of each year.

XI. REFUNDS

County shall process all applications for refunds and pay all refunds required under the provisions of the Tax Code. County shall pay all refunds which are found to be due and owing from current collections on hand for the District. If amounts to be refunded exceed current collections on hand, County shall retain the collections received for the District until sufficient funds are on hand to pay the refunds due. If sufficient funds are not on hand within two weeks from the original date of the refund, County shall notify the District of the amount needed to pay refunds due and the District shall within thirty (30) days of such notice remit such additional amount to County, which shall forthwith make the refund.

The District designates the Tax Assessor-Collector of County as its auditor for the sole purpose of approving refunds as required by V.T.C.A., Tax Code, Section 31.11 up to the amount of \$250.00 per account. All refund requests in excess of \$250.00 per account shall be sent to the District by County for approval by the District. County shall send such refund request within seven (7) days of processing and the District shall have such refunds approved and the requested returned to County for payment within thirty (30) days of receipt. The monthly report for collections forwarded from County to the District shall also report all funds paid out.

County shall pay for all refunds due within sixty (60) days after due. Failure of County or the District to act within any times stated in this provision, which results in the accrual of interest due on any refunds, shall obligate the one failing to act timely to pay such accrued interest. If both parties fail to meet deadlines each shall pay ½ of the accrued interest.

XII. REGISTRATION AND CERTIFICATION BY THE BOARD OF TAX PROFESSIONAL EXAMINERS

County expressly agrees that all personnel engaged in its assessment and collection function who are required by law to be registered shall remain at all time registered and shall become certified as required by the terms and provisions of Article 8885, V.T.C.S., as amended.

XIII. PAYMENT FOR ASSESSMENT AND COLLECTION SERVICES

The District agrees to pay County a fee for performing the assessment and collection services described above. The fee for assessment and collection services furnished to the District shall be \$0.15 (15 cents) for each parcel on the District's tax roll which liens within Hays County and \$0.85 (85 cents) for each parcel on the District's tax roll which lies outside Hays County. County shall bill the District annual on September 1st for this fee, which the District shall pay within thirty (30) days of receipt of bill.

In the event that the governing body of the District fails to adopt its tax rate, or fails to notify County of its tax rate, in time for its taxes to be included on the combined statement prepared for that year, County shall calculate the cost of preparing, mailing and processing separate tax statements for the jurisdiction. County shall forward to the District its notification of these costs for the separate statements and their processing and the District agrees to pay such costs within thirty (30) days of receiving the notice from the County.

All revenue received from the sale of tax certificates by County shall be retained by County as revenue to be applied against its assessment and collections expense budget for the year in which it is received.

XIV. TERMINATION

This Contract may be terminated by County or by the District effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the first day of July preceding the September 30 effective date.

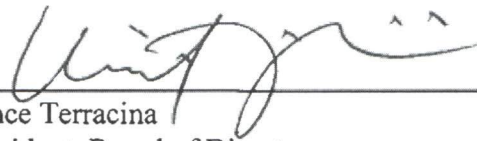
The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

XV. NON-LIABILITY FOR FAILURE TO COLLECT

County shall not be liable to the District for failure to collect any tax, penalty or interest under any provision of this Contract.

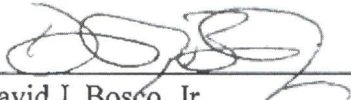
IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the date first shown above.

**REUNION RANCH WATER CONTROL
AND IMPROVEMENT DISTRICT**



Vince Terracina
President, Board of Directors

ATTEST:



David J. Bosco, Jr.
Secretary, Board of Directors

[DISTRICT SEAL]

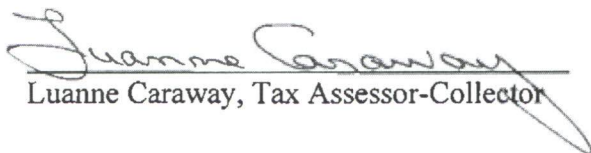
HAYS COUNTY, TEXAS

_____, County Judge

ATTEST:

Liz Q. Gonzalez, County Clerk

APPROVED:



Luanne Caraway, Tax Assessor-Collector