

STATE OF TEXAS

COUNTY OF MONTAGUE

**INTERLOCAL AGREEMENT FOR THE COLLECTION OF
AD VALOREM TAXES**

SECTION 1: PARTIES

The parties to the agreement are the Montague County Tax Assessor-Collector, referred to below as the "Collector", and Forestburg Independent School District, referred to below as the "Taxing Unit".

SECTION 2: RECITALS

The purpose of this agreement is to state the terms and conditions under which the Collector will provide services for the assessment and collection of Ad Valorem taxes levied by the Taxing Unit.

SECTION 3: TERM

The effective date of this agreement will be April 1, 2015. The term of this agreement shall be from the effective date through December 31, 2015, unless terminated sooner by written notice given by either party to the other at least 120 days before the termination date. After this term, this agreement shall be automatically renewed annually unless written notice of the intent to terminate the agreement or to not renew is given by either party to the other at least 120 days in advance of the renewal date.

SECTION 4: TAX COLLECTOR

4.01 Designation. The Collector, through its Tax Assessor-Collector, shall serve as Tax Assessor-Collector for Taxing Unit.

4.02 Services. The Collector, through its Tax Assessor-Collector, shall perform all duties necessary for the assessment and collection of ad valorem taxes levied by Taxing Unit. The services provided by the Tax Assessor-Collector shall include, but are not limited to, the following:

- Receive the certified appraisal roll and list of properties under protest from the Montague County Appraisal District
- Determine and submit to Taxing Unit the appraised, assessed and taxable value of new property
- Certify an estimate of the collection rate for the current year and calculations required by Section 26.04 (b) of the Texas Property Tax Code regarding collections in excess of the anticipated amount in the preceding year
- Calculate and submit to Taxing Unit's governing body the effective tax rate and the

- rollback tax rate if designated to do so by Taxing Unit's governing body
- Prepare the "Truth in Taxation" notice required by Section 26.04 of the Property Tax Code if designated to do so by Taxing Unit's governing body
- Assist Taxing Unit in the preparation of the notice of any hearing and vote on a tax increase required by Section 26.06 of the Texas Property Tax Code
- Calculate the tax imposed on each property on the appraisal roll for Taxing Unit on receipt of notice of the tax rate for the current year
- Calculate the tax for each separate year for property that escaped taxation in prior years
- Prepare and send, by U.S. mail or electronic transfer of data, current tax bills by October 1st or as soon thereafter as possible.
- Prepare and send, by U.S. mail or electronic transfer of data, corrected tax bills if required by a rollback election.
- Enter changes from the Chief Appraiser of the Montague County Appraisal District on the tax roll
- Correct tax calculation errors as required by Taxing Unit's governing body
- Prepare and mail a consolidated current year tax bill to each person on the tax roll of Taxing Unit for whom a notice of a change of address is received from the Montague County Appraisal District
- Process and make refunds as set out herein
- Prepare and mail the notice of delinquency and additional penalty as required by Section 33.07 of the Texas Property Tax Code during the month of May of each year
- Provide Taxing Unit, as requested, daily, monthly, year to date and yearly reports with information specified by Taxing Unit
- Provide information as requested by Taxing Unit's auditor for Taxing Unit's annual audit

SECTION 5: TAX COLLECTION POLICIES

5.01 Processing payments. Payments shall be processed the same day received in the Collector's Tax Office.

5.02 Half-payments and discounts. Neither the Collector nor Taxing Unit shall allow or provide for the split payment of taxes option or discounts as provided in Sections 31.03 and 31.05 of the Texas Property Tax Code.

5.03 Refunds. Authorized refunds shall be made on the same check for all Taxing Units for which the Collector collects. The amount of Taxing Unit's refund and any interest on such refund shall be deducted from its collected but unremitted funds or, if no such funds are available, shall be paid by Taxing Unit to the Collector within seven (7) days written notification of the amount due. Taxing Unit shall designate the auditor of the Collector to make the determination whether payment are erroneous or excessive as required by Section 31.11 of the Texas Property Tax Code. The Tax Assessor-Collector shall not make any refunds in excess of \$2,500.00 for Taxing Unit until the governing body of the Taxing Unit also determines that the payment was erroneous or excessive.

5.04 Partial payments. If the Tax Assessor-Collector accepts a partial payment of a tax bill that included taxes for more than one Taxing Unit, the Assessor-Collector shall allocate the partial payment among all Taxing Units included in the bill in proportion to the amount of tax included in the bill for each Taxing Unit.

5.05 Delinquent tax attorneys. The Taxing Unit shall retain the right to select its own delinquent tax collection law firm. The County is authorized by the Taxing Unit to file suits for the collection of the Taxing Unit's taxes in the name of the Taxing Unit, but the Collector shall use the attorneys employed by the Taxing Unit to collect its taxes. The County shall retain from the taxes, penalties and interest collected for the Taxing Unit the delinquent tax attorney's fee in the amount provided in the agreement between the Taxing Unit and the attorneys employed by the Taxing Unit. The attorney's fees so retained shall be remitted monthly to the delinquent tax attorneys.

5.06 Remittance of funds collected. The Collector shall remit all funds collected at the Collector's offices to Taxing Unit's institutional or investment depositories as follows:

- a. Daily distribution of funds. The Collector shall make daily, weekly or monthly distribution of Taxing Unit funds as requested by Taxing Unit.
- b. Interest earned. Interest earned by the Collector on Taxing Unit's taxes shall be prorated back to the Taxing Unit.
- c. Returned checks. All returned checks received by the Collector will be reported and deducted from the next distribution to the Taxing Unit.
- d. Returned check charges. Any returned check charges collected by the Collector will remain the property of Collector.

SECTION 6: COMPENSATION

6.01 Amount. For the services provided by the Collector, Taxing Unit shall pay \$0.60 per taxable account per year. The number of taxable accounts for Taxing Unit shall be determined to be the total number of accounts on Taxing Unit's current tax roll beginning with the 2014 current tax roll.

6.02 Date of payment. The compensation owed shall be invoiced by the County to the Taxing Unit no later than January 15th of the following year and shall be paid by Taxing Unit to the County no later than February 15th of the same year.

6.03 Payment for 2015. For the services provided by the County to the Taxing Unit under this agreement during the 2015 calendar year, the Taxing Unit shall pay \$8,101.80. This amount shall be invoiced by the County no later than April 1, 2015, and the Taxing Unit shall pay the invoiced amount no later than April 30, 2015.

6.04 Costs of rollback election. In the event the Taxing Unit has a successful

rollback election, the costs incurred by the Collector as a result of printing and mailing new tax bills will be separately identified and invoiced by the Collector to the Taxing Unit and Taxing Unit will pay the additional costs within sixty (60) days of receiving said invoice.

6.04 Failure to provide timely notice of tax rate. Under authority of Section 31.01 (h), any additional cost of printing and mailing tax statements because of late reporting of the tax rate or exemption schedule, will be charged to the Taxing Unit.

SECTION 8: GENERAL PROVISIONS

8.01 Notices. All notices required or permitted in this agreement shall be in writing and shall be deemed to be delivered when deposited in the U.S. mail to the following addresses:

Forestburg Independent School District
P O Box 415
Forestburg, TX 76239

Montague County Tax Assessor-Collector
P O Box 8
Montague, TX 76251

8.02 Entire Agreement. This agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations and agreements either written or oral. This agreement may be amended only by written instrument signed by the duly authorized representatives of all parties.

Executed in triplicate originals on the dates indicated below.

Forestburg Independent School Dist

By: John Metzger
Date: 3/23/15

Attest:

By: [Signature]

Montague County

By: [Signature]
Date: 3-24-15

Attest:

By: Glenda Henson

Approved:

By: [Signature]
Date: 3.24.15

Attest:

By: Glenda Henson

