

§ Agreement for the Collection of Special Assessments

COUNTY OF TARRANT §

Agreement made this ____ day of _____, 2017, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as “**ASSESSOR/COLLECTOR**,” and Tarrant County, hereinafter referred to as the “**COUNTY**,” both of whom are addressed at 100 East Weatherford Street, Fort Worth, Texas 76196-0301, and the **Mansfield Southpointe PID #1**, hereinafter referred to as “**Mansfield Southpointe PID #1**” whose address is 1200 E Broad St, Mansfield, TX 76063.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of special assessments levied by the Mansfield Southpointe PID #1, in accordance with Chapter 372 of the Texas Local Government Code (the “Assessments”).

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.

SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the assessments due and owing on property upon which the Mansfield Southpointe PID #1 has imposed said assessments. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives assessment roll and payment data; providing all necessary Assessments and Truth in Taxation calculations as required; the transmittal of assessment statements via the U.S. Mail or electronic transfer of data; and payment processing. All Mansfield Southpointe PID #1 disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the Mansfield Southpointe PID #1 on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars (\$100.00), the disbursement may be withheld until the cumulative total of taxes collected for the Mansfield Southpointe PID #1 equals at least one hundred dollars (\$100.00), or at the close of the month.

II.

REPORTS

The ASSESSOR/COLLECTOR will provide the Mansfield Southpointe PID #1 the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Tax Roll Summary
	Year-to-Date Summary Report Part A, B and C
	Detail Collection Summary Report
	Distribution Summary
	Detail Collection Summary By Year
	Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10
Annual:	Certified Tax Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report
	Detail Collection Summary By Year

III.

COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, compensation for the services rendered is a rate of ninety-eight cents (\$0.98) per account located within Tarrant County, and two-dollars and sixty

cents (\$2.60) per account located outside Tarrant County. The number of accounts will be based on the July 25 billing roll certified to the ASSESSOR/COLLECTOR, net of subsequent account additions and deletions made by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for all these accounts by **January 31, 2018** with payment to be received from the Mansfield Southpointe PID #1 by **February 28, 2018**.

The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

**IV.
AUDITS**

The ASSESSOR/COLLECTOR will provide to the Mansfield Southpointe PID #1 auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the Mansfield Southpointe PID #1 auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the Mansfield Southpointe PID #1.

**V.
TAX RATE REQUIREMENT**

The Mansfield Southpointe PID #1 will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the Mansfield Southpointe PID #1's current assessment rates and exemption schedules to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by **Friday, September 15, 2017**. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the assessment rates or the exemption schedules will be charged to and must be paid by the Mansfield Southpointe PID #1. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Mansfield Southpointe PID #1 will be paid by Mansfield Southpointe PID #1.

The assessment rates and the exemption schedules, if any, for each of the last five (5) years in which an assessment was levied, or all prior years where there remains delinquent assessments, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

**VI.
COMPLIANCE WITH APPLICABLE
STATUTES, ORDINANCES, AND REGULATIONS**

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the Mansfield Southpointe PID #1 of that fact and the reasons therefore.

**VII.
DEPOSIT OF FUNDS**

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the Mansfield Southpointe PID #1 shall be promptly transferred to the account of the Mansfield Southpointe PID #1 at the District's depository bank. All payments to entities will be made electronically either by the automated clearing house (ACH) or wire transfer. Wire transferred funds will incur an additional fee, which will be charged back to the Mansfield Southpointe PID #1 and deducted from those collected funds. The transfer fees charged will be the same fees charged to the COUNTY by its bank depository. If the Mansfield Southpointe PID #1 desires its tax disbursements to be made by wire transfer the ASSESSOR/COLLECTOR has no liability for the funds after initiation of the wire transfer of the Mansfield Southpointe PID #1's funds from the COUNTY Depository to the Mansfield Southpointe PID #1's designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Mansfield Southpointe PID #1 due to unforeseen or unanticipated circumstances.

**VIII.
INVESTMENT OF FUNDS**

The Mansfield Southpointe PID #1 hereby agrees that the COUNTY, acting through the County Auditor, may invest collected assessment funds of the Mansfield Southpointe PID #1 during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the Mansfield Southpointe PID #1 all interest or other earnings attributable to taxes owed to the Mansfield Southpointe PID #1. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the Mansfield Southpointe PID #1.

**IX.
REFUNDS**

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the Mansfield Southpointe PID #1 of changes in the assessment rolls which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Mansfield Southpointe PID #1 exceeds collections for Mansfield Southpointe PID #1, Mansfield Southpointe PID #1 will be placed in a negative status and no distributions made to Mansfield Southpointe PID #1 until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three (3) years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the Mansfield Southpointe PID #1's jurisdiction. The proportional share is based upon the Mansfield Southpointe PID #1's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of assessments provided for in this agreement to which the Mansfield Southpointe PID #1 is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the Mansfield Southpointe PID #1 to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by the ASSESSOR/COLLECTOR on behalf of the Mansfield Southpointe PID #1 and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

**X.
DELINQUENT COLLECTIONS**

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the Mansfield Southpointe PID #1 through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Mansfield Southpointe PID #1 for compensation to a firm under contract to the City.

If the delinquent collection Attorney contracted by the Mansfield Southpointe PID #1 requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the Mansfield Southpointe PID #1 and will be added to the collection expenses and charged to the Mansfield Southpointe PID #1.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect during the 2017 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.

NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

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 Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

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, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ **DATE** _____
RON WRIGHT,
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY

FOR THE MANSFIELD SOUTHPOINTE PID #1:

BY: _____ **DATE** _____
TITLE: _____

FOR TARRANT COUNTY:

BY: _____ **DATE** _____
B. GLEN WHITLEY
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ **DATE** _____
CRIMINAL DISTRICT ATTORNEY'S OFFICE