

**INTERLOCAL COOPERATION AGREEMENT
FOR PUBLIC IMPROVEMENT ASSESSMENT COLLECTION
BY AND BETWEEN COMAL COUNTY, TEXAS
AND
THE CITY OF NEW BRAUNFELS**

**THE STATE OF TEXAS §
 §
COUNTY OF COMAL §**

THIS PUBLIC IMPROVEMENT ASSESSMENT COLLECTION AGREEMENT, (hereinafter “Agreement”) is made and entered into this 1st day of September, 2022, by and between COMAL COUNTY, a political subdivision of the State of Texas (hereinafter referred to as “COUNTY”), and the City of New Braunfels, a municipal corporation located in Comal County, Texas, (hereinafter referred to as “CITY”).

WHEREAS, COUNTY and CITY mutually desire and agree to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act (Vernon’s Texas Codes Annotated); and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, CITY has created, SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT (hereinafter referred to as “DISTRICT”), and has levied special assessments on properties within the boundaries of the CITY, and;

Whereas, pursuant to the Texas Local Government Code § 372.0175, CITY has the authority to contract with the COUNTY to perform the duties of CITY relating to collection of special assessments levied by DISTRICT under Chapter 372, Subchapter A; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set out herein, COUNTY and CITY do agree as follows:

ARTICLE 1 - PURPOSE

1.01 The COUNTY, through its Tax Assessor-Collector, shall serve as Collector for CITY for special assessments levied by the DISTRICT 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 the CITY, and to perform related governmental and administrative functions and services.

ARTICLE 2 – TERM

- 2.01 The agreement is for the collection of DISTRICT assessments for a term of one (1) year, beginning September 1, 2022. 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.

ARTICLE 3 - DESCRIPTION OF SERVICES

For the purposes and consideration herein stated and contemplated, COUNTY shall provide the following necessary and appropriate services for CITY:

- 3.01 The COUNTY, by and through the Comal County Tax Assessor/Collector, shall collect DISTRICT assessments for the tax year. CITY does hereby expressly authorize COUNTY and COUNTY agrees to do and perform for CITY all acts necessary and proper to collect said DISTRICT assessments. COUNTY agrees to collect base assessments, penalties, interest, and attorney's fees.
- 3.02 COUNTY agrees to prepare and mail all assessment statements, included on the tax statement for each parcel, provide monthly collection reports to CITY, maintain both current and delinquent assessment rolls, disburse assessment monies to CITY monthly based on assessment postings and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.
- 3.03 If COUNTY determines, based on DISTRICT assessment roll, that a person erred in paying a DISTRICT assessment by making a duplicate payment or payment on the wrong account, COUNTY agrees to refund the payment to the person who erred in making it from current DISTRICT assessment collections. COUNTY agrees that such refund will be made as soon as practicable after COUNTY discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, COUNTY shall include that number.
- 3.04 If COUNTY determines, based on DISTRICT assessment roll, that there has been an overpayment of a DISTRICT assessment, COUNTY will issue to the owner from current DISTRICT assessment collections, a refund of the overpayment.

- 3.05 COUNTY further agrees to furnish written reports monthly to keep CITY informed of collections.
- 3.06 CITY agrees to promptly deliver to COUNTY all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by COUNTY to perform its duties under the terms and conditions of this Agreement.
- 3.07 COUNTY agrees to allow an audit of the assessment collection records of CITY in COUNTY'S possession during normal working hours with at least 48 hours advanced, written notice to COUNTY. The expense of any and all such audits shall be paid by CITY. A copy of any and all such audits shall be furnished to COUNTY.

ARTICLE 4 – DESIGNATION OF DUTIES

- 4.01 COUNTY hereby designates the Comal County Tax Assessor/Collector to act on behalf of the County Tax Office and to serve as Liaison for COUNTY with CITY. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of COUNTY; shall devote sufficient time and attention to the execution of said duties on behalf of COUNTY in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of COUNTY and CITY.

ARTICLE 5 – LIABILITIES AND RESPONSIBILITIES

- 5.01 It is understood and agreed between COUNTY and CITY that the CITY, in performing its obligations hereunder, is acting independently, and the COUNTY assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between COUNTY and CITY that the COUNTY, in performing its obligations hereunder is acting independently, and the CITY assumes no responsibilities in connection therewith to third parties. Nothing in this Agreement is intended to benefit any third party beneficiary.
- 5.02 COUNTY accepts responsibility for the acts, negligence, and/or omissions of all COUNTY employees and agents, subcontractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with COUNTY to the extent allowed by law.

- 5.03 CITY accepts responsibility for the acts, negligence, and/or omissions of all CITY employees and agents, subcontractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with CITY to the extent allowed by law.
- 5.04 CITY understands and agrees that CITY, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of COUNTY.
- 5.05 COUNTY understands and agrees that COUNTY, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of CITY.

Article 6 – ASSESSMENTS

For the services rendered during each year, CITY agrees to pay COUNTY for the receipting, bookkeeping, issuing, and mailing of assessment statements and procedures thereof as follows:

- 6.01 The current assessment statements will be mailed in October or as soon thereafter as practical. If CITY does not provide COUNTY with an assessment roll identifying the assessments levied by CITY's governing body under Local Government Code Section 372.017 on or before September 10, of each year, COUNTY may charge \$2.00 per tract, in addition to the other charges listed below. The assessment roll is to be in the form of a spreadsheet identifying each assessment by the relevant CAD geographical number as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by CD, or in electronic format. All assessments become due upon receipt of the tax statement each year. Assessment roll is to be accompanied by the governing body resolution for the assessment year. If the assessment roll is timely, the fee for this service and for the notices listed below will be a rate not to exceed \$1.20 per tract for properties on the Comal County tax roll. The CITY will also pay a \$500.00 administrative fee to cover costs of administering these processes.
- 6.02 All collections will be collected under the provisions of the Tax Code as if the assessment were a delinquent ad valorem tax.
- 6.03 All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

- 6.04 Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).
- 6.05 An additional notice will be sent during the month of March following the initial mailing for delinquent accounts.
- 6.06 At least thirty (30) days, but no more than sixty (60) days prior to July 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.
- 6.07 For accounts which become delinquent on or after June 1st and in which a 33.07 notice was not mailed, COUNTY shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.
- 6.08 In the event DISTRICT levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, CITY shall provide COUNTY with an updated assessment roll identifying the assessments levied by DISTRICT's governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. COUNTY will mail corrected statements to the owner of each affected parcel. COUNTY will charge a fee for preparing and mailing and will be a rate not to exceed \$1.20 per tract for properties on the City of New Braunfels tax roll in Comal County and \$2.00 per tract for accounts not on said roll. Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assessment(s).
- 6.09 CITY understands and agrees that COUNTY will, no later than May 31, invoice the CITY for the services provided. If any supplemental assessments are made they will be invoiced within sixty (60) days of receipt of the assessments.
- 6.10 CITY further understands and agrees that COUNTY, at its sole discretion, may increase or decrease the amounts charged to CITY for any renewal year of this Agreement as a result of changes in postage, printing, or other unforeseen cost, provided that COUNTY gives written notice to CITY sixty (60) days prior to the expiration date of the initial term of this Agreement.

ARTICLE 7 – DEPOSITS

COUNTY agrees to remit all assessments, incurred collection penalties, and incurred collection interest collected on behalf of CITY and to deposit such funds into the CITY depositories, as designated:

- 7.01 For deposits of assessments and any penalties and interests accrued thereon by Tax Code 33.01, payment shall be by ACH to CITY depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty, and interest be sent by mail to CITY.
- 7.02 In anticipation of renewal of this Agreement, COUNTY further agrees that deposits will be made weekly. It is expressly understood, however, that this obligation of COUNTY shall not survive termination of this Agreement whether by termination by either party or by failure of the parties to renew this Agreement.
- 7.03 In the event that COUNTY experiences shortage in collections as a result of an outstanding refund, the CITY agrees a payment in the amount of shortage shall be made by check or ACH to COUNTY within 15 days after notification of such shortage.

ARTICLE 8 – TERMINATION

- 8.01 In the event of termination, the withdrawing party shall be obliged to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. COUNTY shall be obliged to provide services pursuant to this Agreement, during such period.

ARTICLE 9 – NOTICE

- 9.01 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
 100 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: City Manager
 New Braunfels City Hall
 550 Landa St.

New Braunfels, Texas 78130

With copy to: City of New Braunfels - Finance Director
New Braunfels City Hall
550 Landa St.
New Braunfels, Texas 78130

ARTICLE 10 - TEXAS LAW TO APPLY

10.01 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 11 - LEGAL CONSTRUCTION

11.01 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.

ARTICLE 12 - PRIOR AGREEMENT SUPERSEDED

12.01 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 13 – AMENDMENT

13.01 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 14 – IMMUNITY

14.01 No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or the District 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 the any or all of the foregoing under Federal or Texas law.

ARTICLE 15 – CITY DESIGNEE

15.01 CITY agrees to designate its CITY MANAGER to act on behalf of CITY, and to serve as Liaison for CITY to ensure the performance of all duties and obligations of CITY as stated in this Agreement. CITY MANAGER shall devote sufficient time and attention to the execution of said duties on behalf of CITY in full compliance with the terms and conditions of this Agreement, and shall provide immediate and direct supervision of CITY employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of CITY and COUNTY.

ARTICLE 16 – AUTHORIZED PARTIES

16.01 The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this agreement have been duly passed and are now in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF ANY ORIGINAL, THIS THE _____ DAY OF _____, 2022.

COUNTY OF COMAL

CITY OF NEW BRAUNFELS

BY: _____
Sherman Krause
Comal County Judge

BY: _____
Robert Camareno
New Braunfels City Manager

APPROVED AS TO FORM AND CONTENT:

BY: _____
Kristen H. Hoyt
Comal County Tax Assessor-Collector

BY: _____
Valeria Acevedo
New Braunfels City Attorney

ATTEST:

ATTEST:

Bobbie Koepf
Comal County Clerk

Gayle Wilkinson
New Braunfels City Secretary