

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Scott Porter | TODAY'S DATE: 11/18/2021

DEPARTMENT: Tax Office

SIGNATURE OF DEPARTMENT HEAD: _____

REQUESTED AGENDA DATE: 12/13/2021

SPECIFIC AGENDA WORDING:

Consideration to enter into a public improvement assessment collection agreement between the City of Venus and Johnson County

COMMISSIONERS COURT

DEC 13 2021

Approved

PERSON(S) TO PRESENT ITEM:

Scott Porter

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 minutes
(Anticipated number of minutes needed to discuss item)

ACTION ITEM:
WORKSHOP:
CONSENT:
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS:

OTHER:

This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL:

DATE:

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC
IMPROVEMENT ASSESSMENT COLLECTION BETWEEN
JOHNSON COUNTY, TEXAS AND THE CITY OF VENUS**

THIS AGREEMENT is made and entered into this 13th day of December 2021, by and between **JOHNSON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and the City of Venus, JOHNSON County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY**."

WHEREAS, **COUNTY** and **CITY** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY** has created and may create in the future Public Improvement Districts, hereinafter all referred to collectively as "**DISTRICT**," and has levied and will levy special assessments on properties within the boundaries of the **CITY**, and;

WHEREAS, pursuant to § 372.0175 of the Texas Local Government Code, **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, **COUNTY** and **CITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2021. The term of this Agreement shall be for a period of one year, from October 1, to and through September 30. This Agreement shall be automatically renewed for additional one (1) year terms at the discretion of the **COUNTY** and **CITY**, unless written notice of

termination is provided each year by the terminating party prior to one hundred-fifty (150) days of the anniversary date of this Agreement. CITY agrees to deliver this agreement no later than September 17, 2021, in a manner required by COUNTY to fully execute said collection services by COUNTY.

II.

For the purposes and consideration herein stated and contemplated, COUNTY shall provide the following necessary and appropriate services for CITY to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. COUNTY, by and through its duly qualified tax assessor-collector, shall collect DISTRICT assessments. 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.

2. 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 weekly (business day) 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. 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.

4. 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.

5. **COUNTY** further agrees to furnish written reports monthly to keep **CITY** informed of collections.

6. **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.

7. **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 advance, 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**.

III.

COUNTY hereby designates the Johnson 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**.

IV.

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. **CITY** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

COUNTY accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors 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.

V.

CITY accepts responsibility for the acts, negligence, and/or omissions of all **CITY** employees and agents, sub-contractors 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.

VI.

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**. **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**.

VII.

For the services rendered during the assessment year, **CITY** agrees to pay **COUNTY** for

the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. 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 as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by CD, or FTP. All assessments become due on receipt of the tax statement each year. **Assessment roll is to be accompanied by the governing body resolution for each 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 Johnson County tax roll and \$2.00 per tract for accounts outside the county. The CITY will also pay a \$500 administrative fee to cover costs of administering these processes.
2. All collections will be collected under the provisions of the Tax Code as if the assessment were an ad valorem tax.
3. 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)).
4. 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)
5. An additional notice will be sent during the month of March following the initial mailing for delinquent accounts.

6. At least 30 days, but no more than 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.
7. 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.
8. 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 corrected statements and said fee will be at a rate not to exceed \$1.20 per tract for properties on the Johnson County tax roll and \$2.00 per tract for accounts outside the county. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assessment(s).**
9. 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 60 days of receipt of the assessments.

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 the Agreement.

VIII.

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:

1. For deposits of assessments and any penalties and interest 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**.

2. 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.

3. In 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.

IX.

In the event of termination, the withdrawing party shall be obligated 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 obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between **CITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies. This

agreement supersedes any previous agreement between the parties as to collections for Public Improvement Districts.

XI

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge
Johnson County Courthouse
2 Main Street
Cleburne, Texas 76033
Telephone 817-556-6360

CITY:

City Manager
Venus City Hall
700 W Hwy 67
Venus, Texas 76084
Telephone: 972-366-3348

XII

CITY hereby designates 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** designee 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; shall provide immediate and direct supervision of the **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**.

XIII

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.


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 this 13 day of December 2021.

COUNTY


CITY

BY: 
Honorable Roger Harmon
JOHNSON County Judge

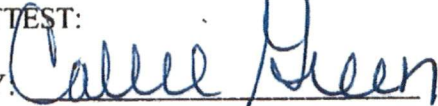
BY: 
Honorable James L. Burgess
Mayor, City of Venus




ATTEST:

BY: 
Becky Ivey
Johnson County Clerk

ATTEST:

BY: 
Venus City Secretary

APPROVED AS TO FORM AND CONTENT:


Scott Porter
Johnson County
Tax Assessor/Collector