

CITY OF BURLESON

TAX COLLECTION CONTRACT

STATE OF TEXAS } {

COUNTY OF JOHNSON } {

KNOW ALL MEN BY THESE PRESENTS

A.

THIS AGREEMENT is entered into on this the 8th day of August, 2005, by and between Scott Porter, Tax Assessor-Collector for Johnson County, and THE COUNTY OF JOHNSON, hereinafter collectively referred to as "JOHNSON COUNTY TAX OFFICE" and the CITY OF BURLESON hereinafter referred to as the "CITY OF BURLESON".

B.

WHEREAS, the JOHNSON COUNTY TAX OFFICE represents that Scott Porter, Tax Assessor-Collector for Johnson County, Texas, is duly registered with the Board of Tax Professional Examiners, Austin, TX with registration number 70331; and that the JOHNSON COUNTY TAX OFFICE has employed personnel in offices located in Alvarado, Burleson and Cleburne, who are fully qualified and legally empowered to collect taxes for the CITY OF BURLESON.

C.

WHEREAS, THE CITY OF BURLESON desires to contract with the JOHNSON COUNTY TAX OFFICE for the collection of the CITY OF BURLESON'S current and delinquent taxes as authorized by Section 6.24 of the State Property Tax Code and the Interlocal Cooperation Act.

D.

WHEREAS, THE JOHNSON COUNTY TAX OFFICE desires to contract with the CITY OF BURLESON for the collection of the CITY OF BURLESON'S current and delinquent taxes as authorized by Section 6.24 of the State Property Tax Code and the Interlocal Cooperation Act.

E.

NOW, THEREFORE, for and in consideration of the premises and the mutual considerations herein expressed the parties agree as follows:

F.

THE JOHNSON COUNTY TAX OFFICE agrees to provide to the CITY OF BURLESON the following services:

1. Collect current taxes beginning September 1, 2005 or as soon thereafter as practical.
2. Prepare tax notices and receipts on each parcel of property subject to taxation in the CITY OF BURLESON as stated on the records of the Johnson County Appraisal District on January 1.
3. Mail to each taxpayer or his agent, a notice of tax due on October 1, or as soon thereafter as practical.
4. Make timely deposits of all collections received by the JOHNSON COUNTY TAX OFFICE on behalf of the CITY OF BURLESON and timely transmit those deposits to the CITY OF BURLESON or its designated depository.
5. Issue all tax certificates on property either paid or unpaid. Provide monthly reports of collections to the CITY OF BURLESON or its representative on or before the 10th working day of each month for collection received by the JOHNSON COUNTY TAX OFFICE during the previous month.
6. Mail no less than three (3) notices of tax due on the current taxes due and owing. The first notice to be mailed OCTOBER 1, or as soon thereafter as practical, the second notice to be mailed on or about FEBRUARY 15, or as soon thereafter as practical, and the third to be mailed between MAY 1 and JUNE 1.
7. Prepare and file all reports with the State Property Tax Board as required.
8. The JOHNSON COUNTY TAX OFFICE will collect the delinquent taxes plus penalty and interest along with the attorney fees for the CITY OF BURLESON and will distribute the funds accordingly. For the services as provided above, the CITY OF BURLESON will pay to the JOHNSON COUNTY TAX OFFICE the sum of one dollar and twenty cents (\$1.20) per account for current tax collections to be paid to JOHNSON COUNTY in February of the tax year in which the collection service is rendered.

G.

The JOHNSON COUNTY TAX OFFICE is not obligated and is not expected to engage in litigation or file suit for the collection of taxes pursuant to this contract. Should litigation be instituted by any other person or entity, the CITY OF BURLESON shall, to the extent permitted by law, hold harmless and indemnify JOHNSON COUNTY against all claims, costs and expenses arising from JOHNSON COUNTY or the

JOHNSON COUNTY TAX OFFICE'S actions associated with this agreement, save and except when those actions are the result of negligent or willful misconduct on the part of JOHNSON COUNTY or the JOHNSON COUNTY TAX OFFICE.

H.

At such time as the CITY OF BURLESON files delinquent tax collection suits, the County will provide exhibits showing the amount of unpaid/uncollected taxes. Further, upon request, an appropriate person from the Johnson County Tax Assessor Collectors Office will be available to testify if the amount of taxes due is contested. The CITY OF BURLESON will reimburse the County for the time spent by the employee away from normal duties to testify or await being called as a witness.

I.

The CITY OF BURLESON shall have the right, upon reasonable request to audit the County's records concerning the collection of the City's taxes.

J.

Should an overpayment or erroneous payment of taxes occur, then the County is authorized to make and will make a refund of such taxes pursuant to the provisions of the Texas Property Tax Code, including but not limited to terms of Texas Property Tax Code Section 31.11.

K.

The County agrees to comply with all laws applicable to the collection of CITY OF BURLESON Taxes pursuant to the Texas Property Tax Code.

L.

This agreement replaces all other agreements or contracts by and between the parties hereto as they pertain to tax collection.

M.

This agreement is to become effective upon execution after the approval of the CITY OF BURLESON acting by and through its governing body and execution by Scott Porter, Tax Assessor-Collector for Johnson County, Texas after approval and execution by the Commissioners Court of Johnson County, Texas.

N.

This collection contract is for a one year period to begin September 1, 2005 and to end August 31, 2006. Unless a 30 day written notice is given otherwise by either party, this contract shall automatically renew for successive one year periods.

This agreement is executed on this the 8th day of August, 2005.

CITY OF BURLESON

JOHNSON COUNTY COMMISSIONERS COURT
AND JOHNSON COUNTY TAX OFFICE

By [Signature]
Mayor
8/29/05

By [Signature]
Johnson County Judge

[Signature]
Commissioner Precinct #1

[Signature]
Commissioner Precinct #2

[Signature]
Commissioner Precinct #3

[Signature]
Commissioner Precinct #4

[Signature]
Tax Assessor-Collector

[Signature]
Attest: Johnson County Clerk

