

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

This memorandum of contract is made and executed this ____ day of August, 2021 by and between the City of Hilshire Village, Texas a municipal corporation of the State of Texas, hereinafter called "City," and the Spring Branch Independent School District, a body politic and corporate, hereinafter called "District";

WHEREAS, City has requested District to assess and collect ad valorem taxes for said City; and

WHEREAS, it will be to the mutual benefit of both parties to enter into such an agreement; now therefore

FOR AND IN CONSIDERATION of the premises and benefits described below, City and District hereby enter into the following agreement:

1. District agrees that its Tax Assessor-Collector will assess and collect all ad valorem taxes for City and perform all the necessary services with regard to assessment and collection of said City's taxes with the exception of legal services incidental to the collection of delinquent taxes. In the performance of such necessary services, the Tax Assessor-Collector will apply the applicable rules, regulations, and ordinances of City.
2. This contract shall be for a period of two (2) years , beginning on the 1st day of September 2021, and ending on the 31st day of August 2023.
3. District agrees to make deposits to the Depository of City of all taxes collected on behalf of City at least once each week.
4. City agrees that it will pay to District, as compensation for performing this service, a fee which shall be the sum of \$1,200.00 for each annual tax period, plus postage expenses incurred by District on behalf of the City. District will submit a statement for the services so rendered and payment

for said services will be made to District on or before February 1. Payment for said services shall be made from current revenues available to City.

5. City and District recognize that the Harris County Appraisal District is responsible for appraising the property that is subject to taxation by City and District. City or District, separately in its own name and on its own behalf, may challenge any act or omission of the Appraisal District and any decision to make such challenge or not, by either City or District, shall not be binding on the other.

6. District will not be liable to City for any failure to collect taxes, nor shall District's Tax Assessor-Collector be liable unless such failure to collect results from the failure of the Tax Assessor-Collector to perform such duties in the manner and in accordance with the standards imposed by law. District's Tax Assessor-Collector shall furnish a bond in the sum of \$20,000, payable to and approved by City and conditioned on the faithful performance of the duties as Tax Assessor-Collector. The cost of such bond shall be paid by City.

7. District's Tax Assessor-Collector shall prepare a written monthly statement of all amounts collected for the benefit of City, and such reports of collection made in the months of October through January are due on the twenty-fifth (25th) day of the month following the month that is the subject of the report. Reports of collections made in all other months are due the fifteenth (15th) day of the month following the month that is the subject of the report. City will be permitted to audit the tax records at a reasonable time mutually agreed upon by both parties.

8. The tax office is to remain under the administrative control of the Tax Assessor-Collector of District.

9. In the event any provision of this contract is inconsistent with the statutes of the State of Texas, the statutes of the State of Texas shall control and the District's Tax Assessor-Collector will discharge these duties in accordance therewith.

10. District agrees to furnish to City a written list of each delinquent taxpayer, the delinquent taxpayer's address, the amount of the delinquency, and the designation of the property involved, by July 1st of each year. District further agrees that by August 1st, or as soon thereafter as practical each year, the Tax Assessor-Collector will provide City with the Harris County Appraisal District's certified estimate of the total appraised value of all property in the Appraisal District that is taxable by City.

11. This agreement shall replace all prior agreements with regard to the assessing and collecting of ad valorem taxes heretofore made between the parties hereto.

ATTEST:

CITY OF HILSHIRE VILLAGE, TEXAS

Susan Blevins
City Secretary

Russell Herron
Mayor

ATTEST:

SPRING BRANCH INDEPENDENT
SCHOOL DISTRICT

Karen Peck
Secretary
Board of Trustees

Chris Gonzalez
President
Board of Trustees