

**Interlocal Agreement for the Assessment and
Collection Functions of the CITY OF PORT LAVACA
and the Calhoun County Appraisal District**

This agreement made and entered into on this the _____ day of _____, 20__, by and between the **City of Port Lavaca** (hereinafter referred to as “**CITY**”) and the **Calhoun County Appraisal District** (hereinafter referred to as “**DISTRICT**”) as duly authorized by the governing body of each party to the contract.

Purpose and Authority

The parties to this agreement wish to enter into an agreement whereby the assessment and collection of property taxes for **CITY** will be performed by the **DISTRICT**;

The parties enter into this agreement in order to eliminate duplication of services for the assessment and collection of taxes and to promote governmental efficiency; and

The parties enter into this agreement pursuant to the authority granted by section 6.23 and 6.24 of the Property Tax Code and Art. 4413 (32c) V.A.T.S., otherwise known as the Inter-local Cooperation Act.

In consideration of the premises and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

Length of Contract Period

This contract shall be effective January 1, 2024, through December 31, 2026, and shall continue in full force and effect from year to year until such time as either party hereto, by written notice to the other, may terminate the same at the end of the contract year, such termination to be effective only if provided to the other party on or before September 1 of the year in which the party intends for the contract to terminate.

Name of Office

The consolidated office conducting the assessment and collection functions, including, but not limited to receipts, statements and correspondence, shall be referred to as the Calhoun County Appraisal District.

Assessment Services to be Performed

The **DISTRICT** shall perform, through a Texas Department of Licensing and Regulations registered or certified assessor(RTA/C), all the functions of assessment of ad valorem property taxes for **CITY** as provided under the Property Tax Code and the Texas Comptroller of Public Accounts, Property Tax Division rules, including the calculation and, if necessary, assistance with the publication of the tax rate of **CITY** according to Chapter 26 of the Texas Tax Code or other governing code or statute and the guidelines established by the **Texas Comptroller of Public Accounts, Property Tax Division**. The cost of publication of notices and tax rates will be the responsibility of the **CITY**. In the event that **CITY** proposes to adopt a tax rate exceeding the limits of section 26.05(c) and necessitating further publication of hearings per section 26.06, the costs will be a direct expense to **CITY**.

However, if **CITY** fails to adopt its tax rate by September 30th, or if **CITY’S** adopted tax rate is rolled back, the costs for additional publications and notices will be the responsibility of **CITY** and any additional assessing costs incurred by the **DISTRICT** for late and separate tax bill processing or issuance of corrected bills associated therewith

shall be strictly accounted for by the **DISTRICT** and shall be payable by **CITY** with submission of that accounting by the **DISTRICT**.

Should **CITY** offer discounts to its taxpayers under section 31.05(b) or 31.05(c), or both, the **DISTRICT** agrees that if a consolidated billing system is utilized by the **DISTRICT** that, upon request or attempted remittance by a taxpayer of taxes imposed by **CITY**, the **DISTRICT** will generate a separate billing for that account so that such remittance by taxpayer will not constitute a partial payment under section 31.07.

CITY hereby appoints the Chief Appraiser **and/or** his or her qualified designee as the officer designated to calculate the tax rates as specified in Chapter 26 of the Property Tax Code or other governing code or statute on behalf of the **CITY** and to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Property Tax Code.

Collection Services to be Performed

The **DISTRICT** shall perform through a Texas Department of Licensing and Regulations registered or certified collector (RTA/C or RTC), all the functions of collection of ad valorem property taxes for **CITY** as provided under the Property Tax Code and the Texas Comptroller of Public Accounts, Property Tax Division rules, including required reports to **CITY**, notices to taxpayers including the 33.07 collection cost penalty notice and issuance of refunds under section 31.11. **CITY** agrees to transfer authority for performance of the taxing unit's approval function for any request exceeding \$2,500.00, issuance of tax certificates, and auditor function under section 31.11 to be performed by the **DISTRICT's** Chief Appraiser or his/her qualified designee.

CITY agrees to deliver or make available to the **DISTRICT** all delinquent and other tax records necessary for the performance of the **DISTRICT'S** duties under this contract. At any time **CITY** may have access to these records, and will be provided with a complete set of records in electronic format or disc if and when **CITY** may wish to terminate this contract agreement. Furthermore, **DISTRICT** agrees to protect against loss of records by providing for duplicate record storage at periodic intervals, at least weekly, and agrees to make accessible in electronic format, disc or printout, the delinquent records to any delinquent tax attorney operating on behalf of **CITY**.

In addition, the **DISTRICT'S** collector will be bonded in the amount of \$50,000, payable to the governing body of **CITY**. The **DISTRICT** shall also provide for an independent audit of its collection operation annually to be contracted by the **DISTRICT** with final reports from auditing firm to **CITY**.

Payment of Services

In consideration for the functions of assessing and collecting services to be performed as specifically provided in this contract and according to the Property Tax Code and the Texas Department of Licensing and Regulation rules, and as included in Exhibit A of this contract, **CITY** agrees to pay to the **DISTRICT** its pro rata share of the actual costs incurred by the **DISTRICT** for the assessing and collection functions based on an audit of actual costs incurred. The accounting period of such costs shall be from January 1 through December 31 of each year. Payment shall be made by **CITY** to **DISTRICT** in four (4) equal installments. Each installment shall be made by the end of each calendar quarter except that the first payment is due by December 31, of the preceding year.

Unless the governing body of a unit and the chief appraiser agree to a different method of payment, each taxing unit shall pay its allocation in four equal payments to be made at the end of each calendar quarter, and the first payment shall be made before January 1 of the year in which the budget takes effect. A payment is delinquent if not paid on the date it is due. A delinquent payment incurs a penalty of 5 percent of the amount of the payment and accrues interest

at an annual rate of 10 percent. If the budget is amended, any change in the amount of a unit's allocation is apportioned among the payments remaining.

Delinquent Taxes

CITY transfers to the **DISTRICT** the right to contract with a delinquent tax attorney of its choice under section 6.30 and 6.24(b) to enforce the collection of delinquent taxes for **CITY**. The attorney's compensation under the contract shall not exceed that set forth in section 6.20 of the amount of taxes, penalty and interest collected. **CITY** further agrees that such fee as specified herein as attorney's fees will be paid by **CITY** from the delinquent taxes, penalties and interest collected for **CITY** by said private legal counsel.

The **DISTRICT** shall make available the delinquent tax records to the specified attorney by July 1 of each year the contract remains in effect and each year the attorney is contracted to perform these functions. The **DISTRICT** further agrees that these records will be provided to the attorney contracted with in electronic format.

Other Provisions and Definitions

The **DISTRICT** shall not be liable to **CITY** on account of any failure to collect taxes nor shall the collector be liable unless the failure to collect taxes is a result of malfeasance.

All expenses incurred by the **DISTRICT** for the assessment and collection of taxes shall be clearly kept on the books and records of the **DISTRICT**. **CITY** or its designated representative is authorized to examine the records to be kept by the **DISTRICT** at such reasonable intervals as **CITY** deems fit. Such books and records will be kept in the offices of the **DISTRICT**.

In the event a contract dispute arises between the parties herein named to the contract, a mutually agreed upon third party will be named to act as independent arbitrator whose compensation will be paid in equal parts by both parties to the contract, whose decision regarding the dispute will be a binding decision on both parties to the contract.

For the purposes of this agreement, the term "assessment" shall include the following: 1) Submission to **CITY'S** governing body the appraised, assessed and taxable value of new properties and of all discovered, taxable properties in the unit; 2) Calculation of the tax rates ; 3) Application of the unit's adopted tax rate to the values on the appraisal roll; 4) Submission of the appraisal roll to the governing body for approval and creation of **CITY'S** tax roll, proration of taxes, maintenance of the integrity of the tax roll through correction of clerical error in the tax roll; and 5) and all other assessment duties mandated under the Property Tax Code. The term "collection" for purposes of this agreement shall include the collection of tax liabilities, issuance of refunds, monthly, annual and other collection reports as provided by this contract, required notices to taxpayers including the collection cost penalty notice section 33.07, Property Tax Code, daily deposits to the **DISTRICT'S** designated depository for distribution of funds, issuance of tax certificates and all other collection functions mandated by the Property Tax Code.

Exhibit “A”
Basis of Annual Charge for
Tax Assessment and Collection

I. Expenses of the tax collection office of the **DISTRICT** used to determine the annual charges to **CITY** for assessment of property and the collection of taxes thereof are:

Payroll

All salaries and other payroll expenses are charged to the **DISTRICT’S** tax collection, including, but not limited to insurance, payroll taxes, workmen’s compensation and health insurance.

Purchased and Contracted Services

All expenses incurred by the **DISTRICT’S** tax collection office for services rendered by firms, individuals, or professionals which are independent of the **DISTRICT** such as maintenance contracts, publications, legal fees, upkeep of grounds and buildings, utilities, rentals, and all other purchased and contracted services not mentioned above. This excludes fees of the delinquent tax attorney.

Supplies and Materials

All expenditures for supplies and materials necessary for the operation and maintenance of furniture, data processing equipment, janitorial, buildings and grounds, books, office supplies, printings, and all other material and supplies not mentioned above.

Other Operating Expenses

Expenditures necessary for the operation of the tax office such as travel, subsistence, insurance, bonding expense, fees and dues, and other miscellaneous expenses not mentioned above.

Capital Outlay

All expenditures for furniture, and equipment necessary in the operation of the tax office.

II. The following factors and formula will be used in determining the total yearly cost to **CITY** for assessment and collection:

- a. **Current tax levy of CITY**
- b. **Total current tax levy in all of Calhoun County by all jurisdictions.**
- c. **Sum of the costs and expenditures delineated in section I of this Exhibit.**

Formula:

$$(a / b) \times c = \text{CITY’S cost for tax assessment/collection}$$

Approval of CITY

We, the governing body of the City of Port Lavaca, do hereby approve the consolidation of the functions of assessment and collection as set forth in this contract and authorized by section 6.24(b) Property Tax Code and Art. 4413(32c) V,A,T,S. otherwise known as the Interlocal Cooperation Act.

Jack Whitlow, Mayor
City of Port Lavaca, Texas

Date: _____

Commissioner Vern Lyssy, Chairman, Board of Directors
Calhoun County Appraisal District

Date: _____