

**AGREEMENT FOR ASSESSMENT AND COLLECTION OF TAXES  
BETWEEN ERATH COUNTY, TEXAS AND CITY OF STEPHENVILLE**

THIS IS AN AGREEMENT for Assessment and Collection of Taxes between **ERATH COUNTY**, Texas, hereafter County, and the **CITY OF STEPHENVILLE**, hereafter City, each acting herein by and through its duly authorized officials.

For and in consideration of the mutual benefits stated herein the parties hereto agree to the following terms and conditions:

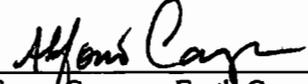
1. County shall collect current and delinquent ad valorem taxes owing to the City as hereinafter provided in this Agreement. County further agrees to perform for City all duties relating to the assessment and collection of taxes for City provided by the laws of the State of Texas for the Assessment and Collection of said taxes.
2. City hereby designates the Tax Assessor Collector of the City of Stephenville as its tax assessor and tax collector for all purposes under the Property Tax Code, State of Texas.
3. County shall provide the City Council of the City of Stephenville with a monthly report, which report shall include all amounts collected by County for City, all amounts remitted to City and all sums withheld from City under the provision of this Agreement
4. City agrees to pay County eighty cents per parcel of land for each year each parcel of land has taxes assessed due and collected.
5. The current taxes collected for City shall be remitted to City on a weekly basis. Delinquent taxes collected for City shall be remitted to City on a monthly basis.
6. Neither County nor County Tax Assessor-Collector shall be liable to City for any failure to collect taxes unless the failure to collect the taxes result s from some failure on the part of the County Tax Assessor-Collector to perform the duties imposed by Law and by this Agreement.
7. Payments by the parties for services under this Agreement shall be made from current revenues available to the parties.
8. Authorized refunds to property owners shall be made on the same check for all taxing units contracting for assessment and collection services with County. Such

changes include, but are not limited to, late exemption claims, clerical errors, overpayments, etc. (*this shall not include refunds that are out of this scope such as appraisal district refund, etc.*). The amount of City's refund shall be remitted by City to County within fifteen (15) days of notification of such amount. Such refunds shall be reported in detail in the monthly report furnished by County to City.

9. To the extent allowed by law each party to this agreement will indemnify and hold the other party harmless from and against any and all loss, damage, liability, claim or injury resulting from all action performed by that party or its agents in connection with this agreement.
10. It is expressly understood and agreed that, in the execution of this Agreement, neither County nor City waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
11. The terms of this Agreement shall be for a period of five (5) years beginning on January 1, 2023 and terminating on December 31, 2027.
12. Any amendments, alterations, deletions or waiver of the provisions of this Agreement shall be valid only when expressed in writing by the governing bodies of both parties.
13. Except as otherwise provided in this Agreement all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the party's office or usual mailing address.
14. This Agreement shall be binding upon the parties, their legal representatives, successors and assigns.
15. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.
16. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and



COUNTY OF ERATH  
100 West Washington  
Stephenville, Texas 76401

  
\_\_\_\_\_  
Alfonso Campos, Erath County Judge  
11-28-2022



  
\_\_\_\_\_  
Gwinda Jones, Erath County Clerk

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on \_\_\_\_\_ by  
Alfonso Campos, County Judge of Erath County.

\_\_\_\_\_  
Notary Public, State of Texas