

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

LEASE AGREEMENT

This Lease Agreement is entered into by and between the City of Sweeny, Texas, a political subdivision of the State of Texas acting by and through its City Council, hereinafter referred to as “Lessor,” and Brazoria County, Texas, a political subdivision of the State of Texas acting by and through its Commissioners Court, hereinafter referred to as “Lessee.”

I.

LEASED PREMISES

1.01 In consideration of the mutual covenants and promises of this Lease Agreement, Lessor hereby demises and leases to Lessee, and Lessee hereby accepts for the term of this Lease Agreement office space of approximately 203.4 square feet and common areas in the Sweeny Policy Department building located to 123 North Oak Street, Sweeny, Texas 77480, as depicted and described in Exhibit “1,” which is attached hereto and incorporated herein for all purposes (the “Leased Premises”). Lessee shall use the Leased Premises for the purpose of providing county tax office services to residents of Brazoria County, Texas.

II.

TERM

2.01 The term of this Lease Agreement shall be for a period of one (1) year, commencing on the 1st day of December, 2023 (the “Lease Term”). The Lease Term shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions stated herein, unless either party hereto provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the then current Lease Term.

III.

RENT

3.01 As rent for the use of the Leased Premises, Lessee agrees to perform tax assessment and collection services for Lessor as specified in the “Contract for Tax Collections,” as described in Exhibit “2,” which is attached hereto and incorporated herein for all purposes.

IV.
REPAIRS, MAINTENANCE, AND MODIFICATIONS

4.01 Lessor shall be responsible for the repair, routine maintenance, cleaning, and upkeep of the Leased Premises.

4.02 Lessee shall not have the right to make any improvements upon or modifications to the Leased Premises without prior written approval of Lessor, and any such improvements or modifications shall remain thereon, unless approved in writing by Lessor.

V.
TAXES AND UTILITIES

5.01 Lessor shall be responsible for the payment of all taxes on the Leased Premises.

5.02 Lessor shall be responsible for the payment of all utilities on the Leased Premises necessary for Lessee's use of the Leased Premises, including, but not limited to, electricity, gas, water, telephone, and internet.

VI.
INSURANCE

6.01 At all times during the Lease Term, Lessor shall secure and maintain property insurance in an amount equal to the full insurable value of Lessor's property in or on the Leased Premises.

6.02 At all times during the Lease Term, Lessor shall secure and maintain comprehensive general liability insurance equaling or exceeding limits of liability of \$500,000.00 per occurrence for bodily injury and \$500,000.00 general aggregate for bodily injury and property damage. Said policy(ies) shall name "Brazoria County, Texas" and its officers and employees as additional insureds and shall insure any liability against Brazoria County and its officers and employees arising from or related to their use, occupancy, or maintenance of the Leased Premises.

VII.
NOTICES AND COMMUNICATIONS

7.01 All notices, requests, and other communications required or authorized under this Lease Agreement shall be in writing and shall be hand delivered, dated, and acknowledged by the receiving party, or sent by certified mail, return receipt requested. All notices, requests, and communications shall be addressed as follows:

To Lessor: Lindsay Koskiniemi
City Manager
City of Sweeny, Texas
102 W. Ashley Wilson Road
Sweeny, Texas 77480

To Lessee: Kristin R. Bulanek
Brazoria County Tax Assessor Collector
451 North Velasco
Angleton, Texas 77515

VIII.
MISCELLANEOUS PROVISIONS

8.01 Lessee shall not assign this Lease Agreement nor sublet the Leased Premises or any interest therein without first obtaining the written consent of Lessor.

8.02 This Lease Agreement may only be amended, modified, or supplemented by written agreement signed by both parties.

8.03 This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.04 This Lease Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Lease Agreement. It contains all the covenants and agreements between the parties relating in any way to the creation and use of the leasehold estate and the relationship of the parties as landlord and tenant. Each party to this Lease Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Lease Agreement, and that no agreement, statement, or promise not contained in this Lease Agreement shall be valid or binding.

8.05 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease Agreement, and this Lease Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been included in the Lease Agreement.

8.06 The Lease Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.

8.07 Lessor and Lessee agree that if it becomes necessary for any party to file any action in connection with this Lease Agreement, including, but not limited to, the enforcement of a breach of this Agreement, the proper venue for such action shall be in the District Courts of

Brazoria County, Texas.

LESSOR:

CITY OF SWEENY, TEXAS

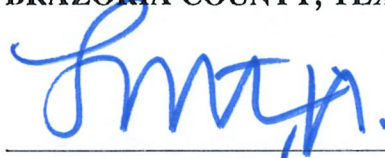


Lindsay Koskiniemi
City Manager
City of Sweeny, Texas

Date: November 16, 2023

LESSEE:

BRAZORIA COUNTY, TEXAS

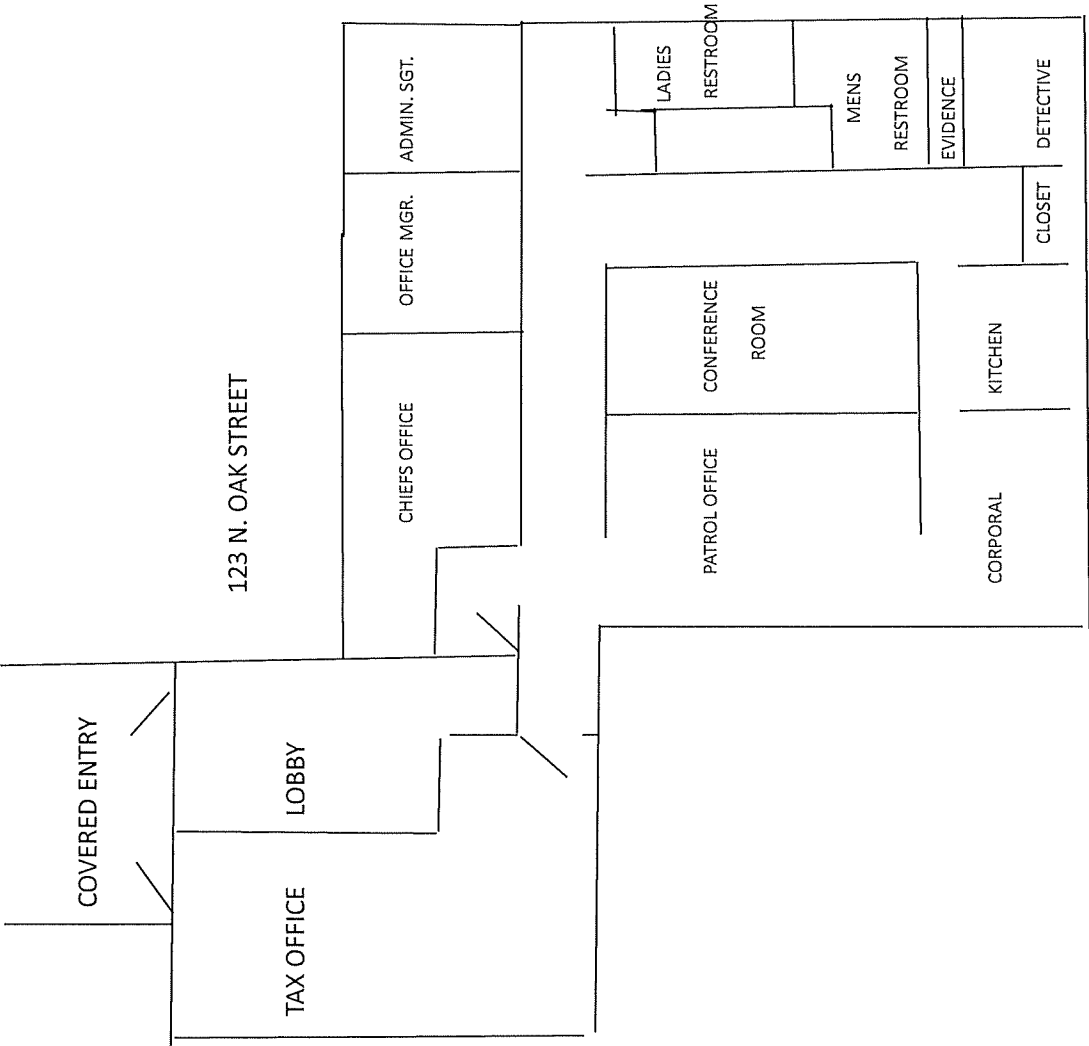


L.M. "Matt" Sebesta, Jr.
County Judge
Brazoria County, Texas

Date: November 28, 2023

EXHIBIT

1



NOT TO SCALE

VERY BASIC LAYOUT OF 123 N OAK STREET

SWEENEY POLICE DEPARTMENT

EXHIBIT

2

TAX COLLECTIONS
CITY OF SWEENY

This agreement is to commemorate certain provisions by which the Tax Assessor-Collector of the County of Brazoria will assess and collect city taxes rendered for and on behalf of the City of Sweeny ("City") upon the City's invocation of Section 6.22 (c) of the Property Tax Code of the State of Texas.

I.

It is acknowledged that an initial, one-time charge of One Dollar (\$1.00) per item of delinquent accounts is a reasonable fee, not in excess of the actual costs incurred, for the City to pay for the entry of all existing delinquent city-tax accounts into the computer system of the County Tax Assessor-Collector, and as such it will be paid upon the initiation of the transfer of records from the offices of the City to the office of the County Tax Assessor-Collector.

II.

It is acknowledged and agreed that an annual charge of fifty Cents (\$0.50) per item of current taxpayer accounts is a reasonable fee, not in excess of the actual costs incurred, for the City to pay for assessing and collecting its taxes each year, and as such it will be paid upon receipt of the invoice to be generated December 31 of each year. Said annual charge may not exceed the actual costs incurred, as provided by Property Tax Code 6.27(b), and therefore will be lowered or raised to the extent actual costs may drop below or rise above (\$0.50) per item.

III.

It is anticipated that the Tax Assessor-Collector of Brazoria County will be named as the tax assessor-collector for the City of Sweeny by official action of the City Council in the manner required by law, to be effective no later than September 30, 1993, and that City and County personnel will have the necessary records transferred and on line in time for the County Tax Assessor-Collector to commence to assess and collect the city taxes for the City of Sweeny no later than October 1, 1993. It is acknowledged and agreed that the County Tax Assessor-Collector will bill the City on December 31 of each year, including 1993, for the annual charge for assessing and collecting its city taxes, and the City will pay the charge within three (3) of its working days after receipt of the invoice for same.

IV.

In all matters pertaining to assessment and collection of taxes for the City of Sweeny, the County Tax Assessor-Collector shall perform the duties of tax assessment and collection for the City, but the County Tax Assessor-Collector shall not be considered an officer or employee of the City of Sweeny. Each year, by July 1 or as soon thereafter as possible, in coordination with the office of the Brazoria County Appraisal District, the County Tax Assessor-Collector shall submit to the City the appraisal roll for the City showing the total appraised, assessed and taxable values and shall certify to the City an estimate of the collection rate for the current year and any additional matters required by law to be submitted or certified by an assessor or collector. The County Tax Assessor-Collector shall be responsible for timely and accurate calculation of the effective tax rate and rollback tax rate for the coming year and for entering into agreements for the payment of delinquent taxes by installment as provided at Property Tax Code 33.02.

V.

The County Tax Assessor-Collector will send out all customary notices and billings concerning taxes owed to the City of Sweeny, and will collect and process through the County Tax Assessor-Collector's bank account all income received therefrom, in the general manner and at the same times in which the County Tax Assessor-Collector assesses and collects taxes for Brazoria County and other taxing entities.

VI.

The County Tax Assessor-Collector will remit promptly to the City all tax proceeds collected for the City, "promptly" meaning disbursements will be made no less than twice weekly during heavy payment periods and no less than once weekly during slack periods. Actual funds collected by the County Tax Assessor-Collector shall be remitted to the City within three (3) business days of receipt during heavy payment periods and within five (5) business days during slack periods. All disbursement checks from the County Tax Assessor-Collector to the City will show a breakdown of the disbursement on the stub. Wire transfer of disbursements will be provided upon request, subject to the City bearing any wire-transfer fee required by the agreement then in effect between Brazoria County and its County Depository.

VII.

The County Tax Assessor-Collector will provide the City with a deposit distribution report detailing collection levy, principal and interest, and all costs by year, with each disbursement. In addition, monthly reports will be provided to the City detailing collections, refunds, costs and changes made to levy, and showing receivables by year.

VIII.

The County Tax Assessor-Collector will provide the City with annual reports, prepared by independent certified public accountants, on both the design of the system and compliance tests that are directed to specific objectives of internal accounting control. For the purpose of these reports, the "system" is the internal control structure policies and procedures of the Brazoria County Tax Office, which includes the control environment, the accounting system, and the control procedures. These reports shall be in accordance with Statement of Auditing Standards No. 44, "Special-Purpose Reports on Internal Accounting Control at Service Organizations," as issued by the American Institute of Certified Public Accountants.

IX.

It is acknowledged and agreed that the City has and retains the exclusive authority to determine who represents the City to enforce the collection of delinquent taxes, as provided at Property Tax Code 6.30(b). The County Tax Assessor-Collector shall cooperate with delinquent tax collection attorney(s) so designated, and shall have the authority to pay said attorney(s) the fees or commissions agreed upon between the City and the attorney(s) out of the proceeds received from collection of delinquent tax accounts worked by the attorney(s). The County Tax Assessor-Collector shall have sole authority to enter into agreements for the payment of delinquent taxes by installment as provided at Property Tax Code 33.02.

X.

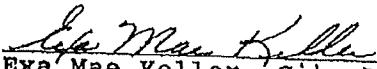
At its own cost, the City may require the County Tax Assessor-Collector to give separate bond conditioned on the faithful performance of his duties on behalf of the City; such bond to be made payable to, approved by and paid for by the City Council of the City of Sweeny. The City Council may prescribe additional requirements for the bond. The City shall pay the premium for the bond from its general fund.

XI.


This agreement is intended to be in furtherance of and subject to the provisions of Chapter 6 of the Property Tax Code of the State of Texas, the Tax Code generally, and all other Statutory or regulatory authority governing the activities and relationship of the County Tax Assessor-Collector and the City of Sweeny, and if there be any conflict the rule of law shall prevail over any contrary provision expressed herein.


This agreement shall be effective October 1, 1993, and shall remain in full force and effect through September 30, 1994, and shall automatically renew annually thereafter. Either party may terminate the agreement by giving six (6) months notice. The City of Sweeny and the County Tax Assessor-Collector respectfully request the Commissioners Court of Brazoria County to approve this agreement respecting the assessment and collection of city taxes for the City of Sweeny.

CITY OF SWEENEY
CITY COUNCIL

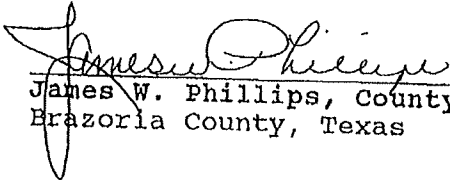

Ema Mae Keller, City Administrator
City of Sweeny

BY:


Larry Piper, Mayor
City of Sweeny


Ray M. Cornette, CTAV RPA
Tax Assessor-Collector
Brazoria County, Texas

APPROVED BY ACTION OF COMMISSIONERS COURT this 13 day
of September, 1993.


James W. Phillips, County Judge
Brazoria County, Texas