

RESOLUTION NO. 14-09

A RESOLUTION RELATING TO ENTERING INTO A CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES AND CERTIFIED BUDGET AND CHARGES FOR COLLECTION SERVICE WITH HUNT COUNTY; GRANTING AUTHORITY TO THE MAYOR TO EXECUTE SAID RESOLUTION, AND AUTHORIZING CITY SECRETARY TO AUTHENTICATE MAYOR'S SIGNATURE TO SAID RESOLUTION; GRANTING AUTHORITY TO CITY MANAGER TO EXECUTE ANY AND ALL OTHER INSTRUMENTS REQUISITE TO IMPLEMENTING SAID RESOLUTION, AND AUTHORIZING CITY SECRETARY TO AUTHENTICATE CITY MANAGER'S SIGNATURE TO ANY AND ALL OTHER INSTRUMENTS REQUISITE TO IMPLEMENTING SAID RESOLUTION.

A regular meeting of the City Council of the City of Commerce, Texas, was held in Commerce, Texas, at City Hall on the 15th day of April 2014, at 6:00 p.m.; a majority of Council Members being present and constituting a quorum, the following resolution was adopted;

WHEREAS, the City Council has heretofore deemed it to be in the best interest of the City of Commerce to enter into an agreement with Hunt County for the purpose of assessment and collection services; a copy of which is attached hereto and marked Exhibit "A" and made a part hereof as if copied herein verbatim; and

WHEREAS, after careful consideration and review of said Contract, the City Council of the City of Commerce deems it in the best interest and general welfare of the City of Commerce to enter into such agreement with Hunt County Tax Assessor-Collector.

BE IT RESOLVED, that the Mayor of the City of Commerce, Texas, be authorized and he is hereby authorized to execute on behalf of the City of Commerce said resolution, and said agreement between the City of Commerce and Hunt County, and

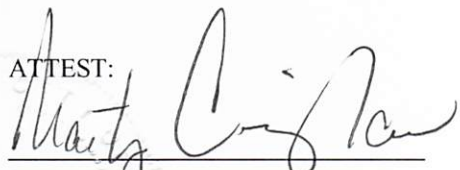
BE IT FURTHER RESOLVED, that the City Secretary be authorized and she is hereby authorized to attest to the signature of the Mayor to said resolution, and said agreement between the City of Commerce and the Hunt County, and

BE IT FURTHER RESOLVED, that the City Manager be authorized and he is hereby authorized to execute on behalf of the City of Commerce any and all other instruments requisite to implementing said resolution, and

BE IT FURTHER RESOLVED, that the City Secretary be authorized and she is hereby authorized to attest to the signature of the City Manager to any and all other instruments requisite to implementing said resolution.

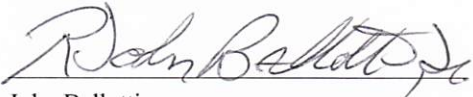
PASSED BY THE GOVERNING BODY of the City of Commerce, Texas, at a regular meeting of the City Council of the City of Commerce, Texas, on the 15th day of April 2014.

ATTEST:

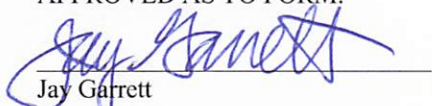

Marty Cunningham
City Secretary

(seal)

CITY OF COMMERCE, TEXAS

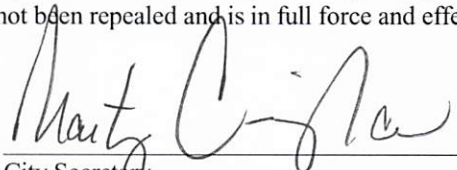

John Ballotti
Mayor

APPROVED AS TO FORM:


Jay Garrett
City Attorney

I, Marty Cunningham, City Secretary of the City of Commerce, Texas, do hereby certify that the above is a true and correct copy of a resolution, and that the same has not been repealed and is in full force and effect.

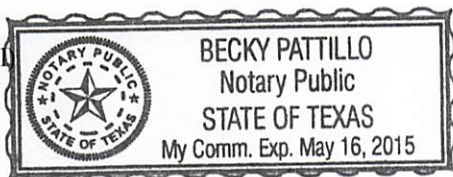
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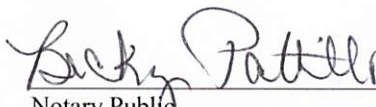

City Secretary
City of Commerce, Texas

Sworn to and subscribed before me, on this the 16th day of April 2014, to certify

which witness my hand and seal of office.

(seal)




Notary Public
State of Texas

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

PURPOSE:

This contract is between the Hunt County Tax Assessor/Collector ("TAC") and the **City of Commerce** ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 791.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1. SERVICES TO BE RENDERED BY TAX ASSESSOR/COLLECTOR

A. TAC shall assess and collect as valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as TAC collects taxes due and owing Hunt County ("County") on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates, and regulations, and shall include the following:

- a. receiving the Certified Appraisal Roll from the appropriate Appraisal District(s) and monthly changes thereto;
- b. providing mortgage companies, property owners and/or tax representatives tax roll and payment data;
- c. providing all necessary assessments of taxes as required;
- d. preparing consolidated tax statements including the taxes for the current year for each taxpayer within its jurisdiction and mail, or electronically deliver upon request according to Texas Property Tax Code, Section 31.01 Tax Bills, Sub-Sec. (k), within the timeframe mandated by the Tax Code, Section 31.03;
- e. the transmittal of tax statements via appropriate medium;
- f. processing property tax payments;
- g. calculations of effective tax rates, roll back tax rates and Truth in Taxation notices for publication unless instructed otherwise; and
- h. mailing a minimum of one reminder to each account which remains unpaid after the end of February, with "*personal property*" reminders being mailed between March 1st and March 15th, and "*real property*" reminders being mailed between May 16th and May 29th.

B. Additionally, on Taxing Unit's behalf, TAC shall:

- a. approve and refund erroneous or overpayments, if provided sufficient historical information by Taxpayer;
- b. approve or reject request for waiver of penalties and interest for delinquent taxes owed;
- c. prepare and issue tax certificates; and
- d. prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements or ad valorem taxes.

2. ADDITIONAL SERVICES AVAILABLE TO TAXING UNIT

- A. TAC might further perform or render additional related services when requested by Taxing Unit, which additional services might result in additional costs and fees to be paid by Taxing Unit. Before any such additional services are commenced by separate written agreement

3. EXCLUSIONS

- A. The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all cost incurred by the TAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the cost that would be incurred, regardless of the outcome of the election.
- B. In the event of a rollback election by the Taxing Unit, The TAC shall assume no duty or responsibility hereunder regarding:
 - a. any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District;
 - b. the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto; or
 - c. any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in the Agreement.

II. COMPENSATION

- A. In consideration of the services provided by the TAC, the Taxing Unit agrees to pay the County 1.0848 cent per parcel according to the Taxing Unit's certified tax roll during the effective period of this contract. This amount is reflected in the Notice of Annual Per Parcel Cost, attached hereto, and is incorporated herein for all purposes and constitutes a part of this contractual agreement.
- B. It is expressly understood and agreed that the Notice of Annual Per Parcel Cost might be amended over time. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by supplemental, amended or a replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, said notice shall be provided on or before the 1st day of March of each year, with an effective date of October 1st of the new tax year.
- C. As additional consideration for the performance of services by the County set forth in the contract, the County shall retain all of the fees paid for the issuance of Tax Certificates and no part of the fee will be remitted to the Taxing Units.
- D. The TAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually, and shall include, but not be limited to, all accounts added through supplements to the tax collection system from the certified Tax Roll Received from the applicable appraisal district(s) since certification.

III. ADMINISTRATIVE PROVISIONS

- A. All expenses incurred by the County for the assessment and collection of taxes shall be clearly kept on the books and records of the County. The taxing unit or its designated representatives are authorized to examine the public records to be kept by the County at such reasonable times and intervals as the Taxing Unit deems fit. Such books and records will be kept in the office of the county.
- B. The Taxing Unit agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this contract. These records shall include all tax records, including delinquent tax rolls, or records available to the Taxing Units.
- C. Each Taxing Unit agrees to assign all delinquent properties with current County account numbers. County agrees to perform all data entry.
- D. The County shall not be liable to the Taxing Unit on account of any failure to collect taxes, unless the failure to collect taxes results from some failure of the TAC's office to perform the duties imposed upon the TAC by law and by agreement.
- E. The County shall deliver to the Taxing Units during the period of year when tax receipt checks are wire-transferred, in the form of:
 - a. Daily Distribution Report;
 - b. Batch Distribution Report; and
 - c. Daily Collection Report.
- F. The County shall deliver tot the Taxing Unit end-of-month reports, in the form of:
 - a. Monthly Statement of Collections;
 - b. Monthly Distribution;
 - c. Recap Report; and
 - d. Modified Report (Additions and Deletions).
- G. The Taxing Unit shall provide to the TAC all accounts involved in the establishment of a new Public Improvement District ("PID") or any additions or deletions of an existing PID. PID rates must be adopted per \$100 of valuation as determined and certified b the applicable Appraisal District(s).
- H. Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of the Agreement.

IV. DELINQUENT TAX SUITS

- A. In addition to the services provided herein, the TAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent ad valorem property taxes owed to the Taxing Unit.
- B. Agreement to this contract assigns the responsibility of delinquent tax collections and the filing of suits to the delinquent tax attorney who represents Hunt County, unless the jurisdiction is presently under contract with another attorney. In the event the jurisdiction

decides to discontinue services provided by its current delinquent tax attorney or decides to contract with a new tax attorney the TAC for the jurisdiction shall be notified in writing before a decision is to be made. This notification would provide time for the TAC to consult with the jurisdiction regarding its proposed change of attorney at that time.

- C. In the event the Taxing Unit utilizes different legal counsel than the one employed by the TAC, the Taxing Unit agrees to pay the additional cost, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost.

V. REMITTANCE OF FUNDS

- A. All funds collected by the TAC on Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by Taxing Unit at its depository bank. The taxes collected for each Taxing Unit shall be remitted three (3) times a week to the Taxing Unit by ACH protocol. If any daily collection total is less than Twenty-five Dollars (\$25.00).
- B. After initiation of the aforementioned ACH transfers from the Hunt County Tax Office's Depository Account to the Taxing Unit's designated Depository Account, the TAC retains no responsibility, and shall have no liability, for the further management and processing of said funds.

VI. TERM AND DURATION OF AGREEMENT

- A. This contract shall be effective on the date it is signed, and continue in full force and effect, form year to year, until such time as either party, by written notice to the other, terminate the same. Notice of termination given hereunder on or before the 1st day of April of the tax year in which the party intends termination, shall be effective immediately following the 30th day of September following such notice.

VII. NOTICE OF APPLICABLE TAX RATES

- A. Taxing Unit shall provide the TAC with timely notice regarding the adoption all applicable tax rates and exemptions, as well as related directives, order, decisions or other matters which impact the assessment and collection of ad valorem property taxes. As used herein, the phrase "timely" shall mean adopting the applicable tax rate for the Taxing Unit and providing notice the TAC of same no later than the 3rd Wednesday of September for each year that this Contract remains in effect.
- B. In the event that the Taxing Unit does not timely adopt its tax rate on or before the 3rd Wednesday of September and notify TAC of same, the Taxing Unit agrees that it will bear all reasonable and additional costs incurred by TAC as direct or indirect result of Taxing Unit's failure to timely adopt its tax rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost.

VIII. REFUNDS

- A. Refunds will be made by the TAC on Taxing Unit's behalf only as set forth herein. The TAC will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the TAC.
- B. The TAC agrees to issue refund checks on behalf of the Taxing Unit based on value changes as provided by Appraisal Districts; should a Taxing Unit have insufficient collections to repay the Tax Office within fifteen (15) days then the outstanding sum must be paid in full upon notification by the Tax Office.
- C. In the event that the Taxing Unit is a party in any lawsuit regarding the collection of taxes provided for herein, which matter is resolved by settlement or final judgment requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the TAC shall be permitted to make such refund on the Taxing Unit's behalf, and to debit such amount from tax payment proceeds currently held by the TAC on behalf of the Taxing Unit.

IX. AUDIT CONTROLS

- A. The TAC shall employ and utilize appropriate internal and external audit controls to insure the accuracy and integrity of the tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested the TAC shall cooperate with the Taxing unit's independent auditors by providing necessary explanations of all report as well as providing access to relevant databases maintained by the Hunt County Tax Office.

X. NOTICES

- A. Notices required to be given to either party to this agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via United States Mail, certified or registered, postage prepaid, and confirmed received by intended recipient.

XI. BOND

- A. The County agrees to maintain adequate bond (payable to the County) for the TAC for collection staff at County's expense.
- B. The County agrees to permit each Taxing Unity to seek an additional surety bond in a reasonable amount on the TAC acting in their capacity as assessor-collector for the Taxing Unit, and the cost of such surety bond shall be the responsibility of the Taxing Unit as prescribed in Section 6.29 (c) of the Tax Code.
- C. The TAC recommends that the Taxing Unit obtain additional and adequate surety bond for the TAC specifically related to all anticipated services to be performed and rendered hereunder, with all associated premiums for such bond to be paid by the Taxing Unit.

XII. SOVEREIGN IMMUNITY

- A. This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities, Title 5 of the Texas Civil Remedies Code and all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunities from suit or from liability that the parties have by operation of law.

XIII. ENTIRE AGREEMENT

- A. This Contract for Assessment and Collection contains the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the TAC and Taxing Unit. This contract supersedes any prior understandings and agreements between the parties, written or oral, pertaining to the same subject matters.

XIV. VENUE

- A. This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations herein shall be performed in Hunt County, Texas.

XV. NO THIRD PARTY BENEFICIARIES

- A. This contract is not intended to benefit any third-part beneficiaries.

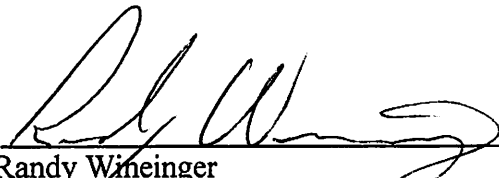
XVI. ASSIGNABILITY

- A. Any amendments, alterations, deletions or waiver of provisions of this Agreement shall be valid only when expressed in writing and agreed to by both parties.

XX. DEFINITIONS

- A. For the purpose of this agreement, the term "assessment" and "collection" shall include the following: preparation of current and delinquent tax rolls, proration of taxes, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes, issuance of refunds, tax certificates, and calculation of an effective tax rate required by Section 26.04 (c) of the Tax Code, responsible for re-sale property. The term assessment shall not include those functions defined as "appraisal" by the Tax Code.

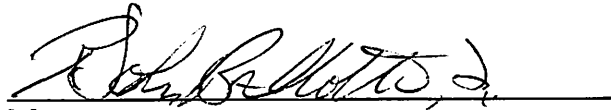
AGREED AS TO FORM AND CONTENT:



Randy Wineinger
Hunt County Tax Assessor-Collector

3-11-2014

Date

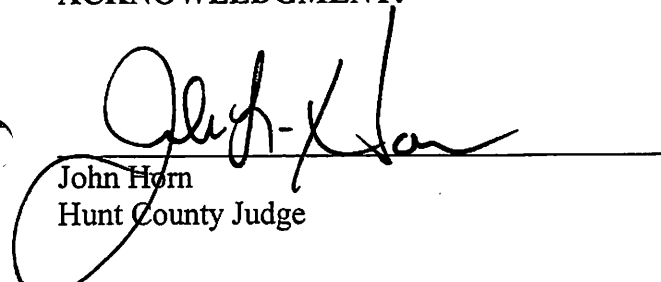


Mayor
City of Commerce

02 April 2014

Date

ACKNOWLEDGMENT:

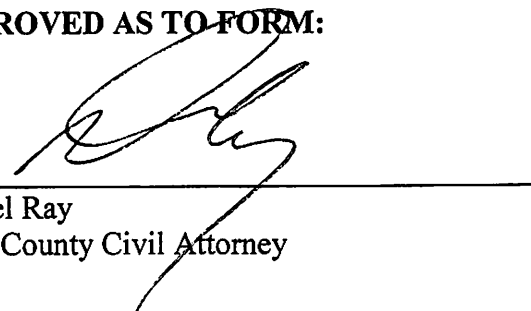


John Horn
Hunt County Judge

3-11-2014

Date

APPROVED AS TO FORM:



Daniel Ray
Hunt County Civil Attorney

2/27/2014

Date



HUNT COUNTY TAX

2500 STONEWALL ST. \ PO Box 1042 * GREENVILLE, TX 75403-1042

TAX ASSESSOR-COLLECTOR
RANDY L. WINEINGER
903/ 408-4000 FAX 903/ 455-3202
www.hctax.info

ANNUAL NOTICE OF PER PARCEL COST FOR AD VALOREM TAX COLLECTIONS

City of Commerce

3/4/2014

(Taxing Unit)

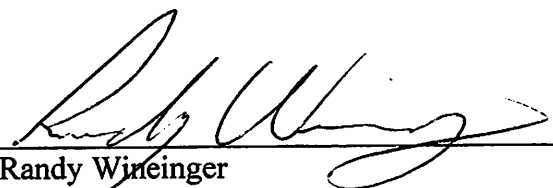
(Date)

Please accept this as the annual notice of the per parcel cost of collections for your Ad Valorem taxes per the agreed upon Contract for Assessment and Collection Services with your governmental entity and the Hunt County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the July 2013 certified roll and will be billed and collected by January 31, 2014.

	<u>2012 Tax Year</u>	<u>2013 Tax Year</u>
Parcels within Hunt County (Certified by the Hunt Central Appraisal District)	<u>3,483</u>	<u>3,499</u>
Parcels outside of Hunt County (Certified by any other CAD besides Hunt CAD)	<u>0</u>	<u>0</u>
Public Improvement Districts (PIDs) (As approved by the appropriate Municipality)	<u>0</u>	<u>0</u>

Please attach this notice to your original Assessment and Collection Contract as the official Costs determined and agreed upon by the Hunt County Auditor's Office, Tax Assessor's Office and the Commissioners Court.



Randy Wineinger
Tax Assessor/Collector
Hunt County