

THE STATE OF TEXAS
COUNTY OF SAN JACINTO

CONTRACT FOR COLLECTION SERVICES

ON THIS the 3rd day of June 2025, San Jacinto County Emergency Services District No. 2 (hereinafter called "the ESD") and SAN JACINTO COUNTY (hereinafter called "Tax Unit") enter into the following agreement:

PURPOSE

The parties to this agreement wish to consolidate the collection of property tax into one agency, The San Jacinto County Tax Office. The ESD enters into this agreement to eliminate the duplication of collection systems and to promote governmental efficiency.

TERMS

This contract shall be effective June 3rd, 2025 to June 30, 2027, provided, however, that the Tax Unit shall complete performance of services for the 2025/2026 tax years. After June 30, 2027, this contract will be automatically renewed each year unless either the ESD or Tax Unit notifies the other in writing 30 days prior to the date of expiration that it will not renew the contract.

SERVICES TO BE PERFORMED

The Tax Unit shall collect the ad valorem property taxes owing the ESD and further agrees to perform for the ESD all the duties provided by law of the State of Texas for the collection of said taxes.

The Tax Unit shall include the ESD's taxes in a separate tax field on the County Tax Statement so designated as the ESD's tax on the tax statement mailed to each taxpayer within the ESD. The delinquent tax will be worked in a similar fashion.

The Tax Unit will submit to the ESD monthly reports showing collection activity for the previous month in sufficient detail for the ESD's bookkeeping responsibilities.

REMITTANCE OF COLLECTION

The taxes collected for the ESD shall be remitted to the ESD monthly, however, additional payments may be made to the ESD if such payments can be made without an undue burden to the Tax Unit.

The ESD authorizes the Tax Unit to institute such suits for the collection of delinquent taxes as the Tax Unit deems necessary and to contract with an attorney, as provided by Section 6.30 of the Property Tax Code for the collection of delinquent tax.

PAYMENT FOR SERVICES

The ESD agrees to pay the Tax Unit the sum of \$4,500.00 per year for the above services rendered. These payments can be made in quarterly payments in the amount of \$1,125.00 paid each quarter without billing. The first payment due by September 30, 2025. Late payment(s) will be subject to a 10% penalty.

In the event that the ESD fails to adopt its tax rate, fails to notify the Tax Unit of its tax rate in time for its taxes to be included on the combined statement prepared for that year, or delivers to the Tax Unit an incorrect or otherwise inaccurate tax rate that requires a new or separate mailing of tax statements, the Tax Unit shall calculate the cost of preparing, mailing, and processing separate tax statements for the ESD. The Tax Unit shall forward to the ESD its notification of these costs for the separate statements and their processing and the ESD agrees to pay such costs within thirty (30) days of receiving the notice from the Tax Unit.

In the event that the ESD's adopted tax rate requires a tax rate approval election, and the timing of such an election requires the printing and distribution of separate tax statements for the ESD and/or the processing of refunds, the ESD agrees to reimburse the Tax Unit within thirty (30) days after notices from the ESD of the costs of providing these additional statements and processing the refunds, which may include the costs of the refund checks, additional postage, bank fees, and any related expenses incurred due to the Tax Unit having to provide the additional statements or processing refunds.

All revenue received from the sale of tax certificates by the Tax Unit shall be retained by the Tax Unit.

MISCELLANEOUS PROVISIONS

The Tax Unit shall not be liable to the ESD for failure to collect any tax, penalty, or interest under any provision of this Agreement.


If the ESD desires any copies of the records in any form for their own use, the ESD agrees to pay any additional cost to the Tax Unit to have the same compiled.

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

This Agreement has been made under and shall be governed by the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute, or other legal proceeding concerning or arising out of this Agreement shall be in San Jacinto County, Texas.

EXECUTED on the date and year first written below.

SAN JACINTO COUNTY EMERGENCY SERVICES DISTRICT NO. 2



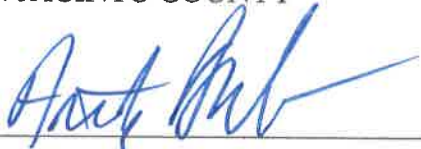
Greg Riley, President



Lisa Hayman, Secretary

Executed this 3rd day of June, 2025.

SAN JACINTO COUNTY



Fritz Faulkner, County Judge



Luke Sweeney, Commissioner Precinct 1

Not Present for vote

Donny Marrs, Commissioner Precinct 2



Crystal Dominy, Commissioner Precinct 3



Mark Nettuno, Commissioner Precinct 4

Executed this 11 day of June, 2025.

Attest: Dawn Wright
County Clerk

