

STATE OF TEXAS

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Agreement for Collection of Taxes

COUNTY OF TARRANT

Agreement made this _____ day of _____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Town of Westlake hereinafter referred to as **TOWN**, whose address is 1500 Solana Boulevard Bldg 7, Suite 7200, Westlake, TX 76262.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the TOWN.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the TOWN has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All TOWN disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the TOWN on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars (\$100.00), the disbursement may be withheld until the cumulative total of taxes collected for the TOWN equals at least one hundred dollars (\$100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the Town of Westlake the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll
Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year
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**III.
COMPENSATION**

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the TOWN will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents (\$1.07) per account located within Tarrant County, two dollars (\$2.00) per account located outside Tarrant County, and two dollars (\$2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the TOWN by **February 28 of each contract year**. The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

**IV.
AUDITS**

The ASSESSOR/COLLECTOR will provide to the TOWN auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the TOWN auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the TOWN.

**V.
TAX RATE REQUIREMENT**

The TOWN will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the TOWN'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the TOWN. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Town of Westlake will be paid by Town of Westlake.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

**VI.
COMPLIANCE WITH APPLICABLE
STATUTES, ORDINANCES, AND REGULATIONS**

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the TOWN of that fact and the reasons therefore.

**VII.
DEPOSIT OF FUNDS**

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the TOWN shall be promptly transferred to the account of the TOWN at the TOWN'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the TOWN'S funds from the COUNTY Depository to the TOWN'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Town of Westlake due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The TOWN hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the TOWN during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the TOWN all interest or other earnings attributable to taxes owed to the TOWN. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the TOWN.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the TOWN of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Town of Westlake exceeds collections for Town of Westlake, Town of Westlake will be placed in a negative status and no distributions will be made to Town of Westlake until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the TOWN'S jurisdiction. The proportional share is based upon the TOWN'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the TOWN is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the TOWN to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the TOWN and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the TOWN through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the TOWN.

If the delinquent collection Attorney contracted by the TOWN requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the TOWN and will be added to the collection expenses and charged to the TOWN.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal

delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ **DATE**
RICK BARNES
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR TOWN OF WESTLAKE:

BY: _____ **DATE**
TITLE: _____
EMAIL: _____

FOR TARRANT COUNTY:

BY: _____ **DATE**
TIM O'HARE
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____
CRIMINAL DISTRICT ATTORNEY'S OFFICE* **DATE**

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.