Annual AIMS Update, No. 3
for
Contract No. NI170000014
for
Billing and Collection Services
Related to the Austin Downtown Public Improvement District
between
Travis County
and the
City of Austin

1.0 Contract is approved for Year 2020 effective from April 29, 2020 through April 28, 2021, in the amount of $30,000.

2.0 The total Contract authorization is recapped below.

| | Action Amount | Total Contract Amount |
|---|---|---|
| Initial Term:<br>06/06/2017 – 04/28/2018 | $15,000.00 | $15,000.00 |
| Annual AIMS Update, No.1, Year 1:<br>04/29/2018 – 04/28/2019 | $15,000.00 | $30,000.00 |
| Annual AIMS Update, No. 2, Year 2:<br>04/29/2019 – 04/28/2020 | $0.00 | $30,000.00 |
| Annual AIMS Update, No. 3, Year 3:<br>04/29/2020 – 04/28/2021 | $30,000.00 | $60,000.00 |

3.0 MBE/WBE goals were not established for this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Annual AIMS Update is approved by the applicable City Staff.

Sign/Date: James Scarboro Digitally signed by James Scarboro
DN: cn=James Scarboro, o=City of Austin, Financial Services, ou=Purchasing Office, email=james.scarboro@austintexas.gov, c=US
Date: 2020.04.01 10:36:50 -05'00'

Printed Name: James Scarboro
Authorized Representative

City of Austin
Purchasing Officer

Annual AIMS Update, No. 2
for
Contract No. NI170000014
for
Billing and Collection Services
Related to the Austin Downtown Public Improvement District
between
Travis County
and the
City of Austin

1.0 Contract is approved for Year 2019, effective from April 29, 2019 through April 28, 2020, for time only.

2.0 The total Contract authorization is recapped below.

| | Action Amount | Total Contract Amount |
|---|---|---|
| Initial Term:<br>06/06/2017 – 04/28/2018 | $15,000.00 | $15,000.00 |
| Annual AIMS Update, No.1, Year 1:<br>04/29/2018 – 04/28/2019 | $15,000.00 | $30,000.00 |
| Annual AIMS Update, No.2, Year 2:<br>04/29/2019 – 04/28/2020 | $0.00 | $30,000.00 |

3.0 MBE/WBE goals were not established for this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Annual AIMS Update is approved by the applicable City Staff.

Sign/Date: 4/23/2019

Printed Name: James Scarboro
Authorized Representative

City of Austin
Purchasing Officer

Annual AIMS Update, No. 1
for
Contract No. NI170000014
for
Billing and Collection Services
Related to the Austin Downtown Public Improvement District
between
Travis County
and the
City of Austin

1.0 Contract is approved for Year 2018, effective from April 29, 2018 through April 28, 2019, in the amount of $15,000.00.

2.0 The total Contract authorization is recapped below.

| | Action Amount | Total Contract Amount |
|---|---|---|
| Initial Term:<br>06/06/2017 – 04/28/2018 | $15,000.00 | $15,000.00 |
| Annual AIMS Update, No.1, Year 1:<br>04/29/2018 – 04/28/2019 | $15,000.00 | $30,000.00 |

3.0 MBE/WBE goals were not established for this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Annual AIMS Update is approved by the applicable City Staff.

Sign/Date: 4.11.2018

Printed Name: Mike Zambrano, Jr.
Authorized Representative

# AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN FOR BILLING AND COLLECTION SERVICES RELATED TO THE AUSTIN DOWNTOWN PUBLIC IMPROVEMENT DISTRICT

This agreement (the "Agreement") is between Travis County (the "County"), a political subdivision of the State of Texas, and the City of Austin (the "City"), a municipality located within the territory of the County, for billing and collection services related to the Austin Downtown Public Improvement District (the "District") authorized and administered by the City.

## RECITALS

A. The City reauthorized the District, effective on October 12, 2012, by a majority vote of all members of its City Council adopting a resolution (Resolution No. 20121011-115) in accordance with the City Council's findings as to the advisability of the planned services and improvements, pursuant to Section 372.010 of the Texas Public Improvement District Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.001 to 372.026). The City may, from time to time, reauthorize such District in the future, and this Agreement will remain in force.

B. The City adopted an assessment plan apportioning the cost of the planned services and improvements among the parcels of real property in the District and prepared a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. The City published and mailed the required notices and held a public hearing, heard and passed on all objections to a proposed Assessment, and by ordinance levied the Assessments against such parcels as a special assessment on the property in accordance with Sec. 372.017 of the PID Act, providing in the ordinance that the Assessments may be paid in annual installments.

C. The City and the County find that it is in the mutual interest of the citizens of the City and the County for the City to contract with the County to perform the duties related to the billing and collection of the of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Intergovernmental Cooperation Act (Tex. Gov. Code, Chapter 791).

D. Except as otherwise provided herein, the term "Assessment" as used in this Agreement shall refer to both the full apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installments due from each parcel, whether fixed or determined annually.

AGREEMENT

Therefore, in consideration of the mutual promises stated herein, the County and the City agree as follows:

1. Agreement for Billing and Collection of Installments of Assessments. Beginning on the effective date of this Agreement and continuing until the Agreement is terminated as provided below, the City authorizes the County exclusively, acting through the Travis County Tax Assessor-Collector (the "Tax Assessor-Collector") and the Travis County Attorney (the "County Attorney"), to bill and collect the annual installments of the Assessments and to represent the City for all purposes related to the billing and collection of such installments, except as stated below. The County agrees to perform for the City all of the duties of the City related to the billing and collection of the installments provided in the assessment plan and Texas law.

2. Exclusions. This Agreement will not include billing or collection of the following:

   2.1 Installments of the Assessments that are due prior to the effective date of this Agreement,

2.2 Assessments in amounts other than annual installments,

2.3 Any installments of the Assessments that are for years for which the tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06, and

2.4 Any Assessments on property for which the owner has deferred collection of the property taxes on the property as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of such excluded Assessments will remain the responsibility of the City.

3. Term of Agreement. The term of this Agreement will begin on April 28, 2017 ("the Effective Date") and will terminate on April 28, 2018 unless renewed and extended as provided below. The Agreement will be renewed and extended automatically for an additional term of one year unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 calendar days before the end of the initial term. If the Agreement is renewed and extended after the initial term, thereafter it will be renewed and extended automatically for succeeding one year terms unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 days before the end of the current term. If a notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien has been filed prior to such termination, until the suit is dismissed or a sale of the property to carry out the foreclosure has occurred and the proceeds have been collected.

4. Assessment Data. Each year during the term of this Agreement, the City will provide to the Tax Assessor-Collector on or before September 1 the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor-Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than 90 days' notice to the City in the event of any required format change in the electronic file. The City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. The City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of the City. The calculation of annual installments will be based on the ownership defined by the current tax appraisal roll of the Travis Central Appraisal District ("TCAD") for the year of the installments. If the City fails to provide the Assessments to the Tax Assessor-Collector by September 15 of the initial or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to the City according to paragraph 13 below. The initial delivery of data by the City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments during the preceding five (5) years. The Tax Assessor Collector will

make available to the City a continuous on-line disbursement report summarizing the payments collected.

5. Billing of Assessments. The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Travis County Tax Office under an agreement with the municipality."

6. Collection of Assessments. The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in paragraph 11 below. The Tax Assessor-Collector and the County Attorney will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of collection, redemption, and other matters related to the collection of property taxes will also apply to the collection of the installments of the Assessments, except that the

provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which the tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of the City, as provided in paragraphs 2.3 and 2.4 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided prorata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by the City for amounts billed by the Tax Assessor-Collector on the City's behalf, they will be remitted to the Tax Assessor-Collector. The City will notify the Tax Assessor-Collector if any Assessment is prepaid to the City, in full or in part.

7. Notice to Property Owners. After the effective date of this Agreement and prior to the mailing by the County of the first bills for annual installments of the Assessments, the City will notify each owner of property in the District except exempt property by first class mail that the subsequent installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. Foreclosure Suits. The County Attorney will act as the attorney for the City in any suit for collection of the delinquent installment of an Assessment. The maturity of the subsequent installments will not accelerate following a default in payment. The County Attorney and the Tax Assessor-Collector will control the filing and conduct of

foreclosure suits, with advice from the City. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in paragraph 11 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit results in an order for foreclosure of the assessment lien and the tax lien, the City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b) (2) of the PID Act. Furthermore the lien runs with the land, and that portion of the assessment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien, according to Section 372.018(d).

9. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit a third party beneficiary. The County and the City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor the City assumes any responsibility to a third party in connection with this Agreement.

10. Billing and Collection Fees. As fees for the billing and collection services provided under this Agreement, the City agrees to pay the County the following:

    10.1 A one-time fee of $1,000.00 within thirty (30) days after the effective date of this Agreement for software modification, data entry, contract drafting, and other start-up costs, including but not limited to the costs itemized in the documents attached to this Agreement ; and

    10.2 An annual parcel fee for each parcel or tract of land in the District that is billed for the installment of an Assessment, in an amount to be set annually by the Travis County Commissioners Court. The parcel fee for the billing and collection of the installments will be equal to the parcel fee set for the year by the

Commissioners Court for the billing and collection by the Tax Assessor-Collector of property taxes for the City. The City agrees that the Tax Assessor-Collector may deduct the amount of the parcel fee from the amount of the first installments collected, prior to the remittance of the collections to the City. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection.

Should the County incur any actual additional costs that may subsequently be required to modify software, make other data processing changes, or comply with legal requirements associated with collecting the installments the City will review the costs within 30 days of receiving the invoice for the changes and either pay the County or give notice to terminate.

11. Entire Agreement. This Agreement sets out the entire agreement between the County and the City with respect to the billing and collection of the Assessments and supersedes all previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and the City authorized by their respective governing bodies.

12. Notices. Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

| COUNTY | CITY |
| --- | --- |
| Travis County Tax Assessor-Collector<br>P.O. Box 149328<br>Austin, TX 78714-9328 | City of Austin Controller<br>P.O.Box 2920<br>Austin, TX 78768 |

13. Limited Liability. The County will not be liable to the City for any failure to collect the installments of the Assessments. And the Tax Assessor-Collector will not be liable to the City for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector will not be liable to the City for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor the City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

14. Applicable Law. This Agreement will be governed, interpreted, and enforced according to the laws of the State of Texas. The terms of the Agreement are severable. If any term or provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

15. Persons Bound. This Agreement is binding on the parties and their respective successors and assigns.

16. Venue. All obligations under this Agreement are performable in Travis County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Travis County, Texas

17. Party Representatives. The County designates the Tax Assessor-Collector to represent the County, and the City designates the City of Austin Controller to represent the City for all purposes related to this Agreement.

18. Authorization. The undersigned representatives of the County and the City warrant that they are duly authorized by the governing bodies of their respective political subdivisions to execute this Agreement on behalf of the parties.

EXECUTED ON BEHALF OF –

TRAVIS COUNTY, TEXAS ("County")

By: _____

Sarah Eckhardt
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

DATE: APR 18 2017

CITY OF AUSTIN, TEXAS (City")

By: _____

Greg Canally
Interim Chief Financial Officer
P.O. Box 2920
Austin, Texas 78768-2920

DATE: 4/17/17

Approved:

DAVID ESCAMILLA
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Telephone: (512) 854-9513
FAX: (512) 854-4808

By: _____

Elliott Beck
State Bar No. 02008300
Assistant County Attorney

# AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN FOR BILLING AND COLLECTION SERVICES RELATED TO THE EAST SIXTH STREET PUBLIC IMPROVEMENT DISTRICT

This agreement (the "Agreement") is between Travis County (the "County"), a political subdivision of the State of Texas, and the City of Austin (the "City"), a municipality located within the territory of the County, for billing and collection services related to the East Sixth Street Public Improvement District (the "District") authorized and administered by the City.

## RECITALS

A. The City authorized or reauthorized the District, effective on August 7, 2014, by a majority vote of all members of its City Council adopting a resolution (Resolution No. 20140807-174) in accordance with the City Council's findings as to the advisability of the planned services and improvements, pursuant to Section 372.010 of the Texas Public Improvement District Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.001 to 372.026). The City may, from time to time, reauthorize such District in the future, and this Agreement will remain in force.

B. The City adopted an assessment plan apportioning the cost of the planned services and improvements among the parcels of real property in the District and prepared a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. The City published and mailed the required notices and held a public hearing, heard and passed on all objections to a proposed Assessment, and by ordinance levied the Assessments against such parcels as a special assessment on the property in accordance with Sec. 372.017 of the PID Act, providing in the ordinance that the Assessments may be paid in annual installments.

C. The City and the County find that it is in the mutual interest of the citizens of the City and the County for the City to contract with the County to perform the duties related to the billing and collection of the of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Intergovernmental Cooperation Act (Tex. Gov. Code, Chapter 791).

D. Except as otherwise provided herein, the term "Assessment" as used in this Agreement shall refer to both the full apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installments due from each parcel, whether fixed or determined annually.

AGREEMENT

Therefore, in consideration of the mutual promises stated herein, the County and the City agree as follows:

1. Agreement for Billing and Collection of Installments of Assessments. Beginning on the effective date of this Agreement and continuing until the Agreement is terminated as provided below, the City authorizes the County exclusively, acting through the Travis County Tax Assessor-Collector (the "Tax Assessor-Collector") and the Travis County Attorney (the "County Attorney"), to bill and collect the annual installments of the Assessments and to represent the City for all purposes related to the billing and collection of such installments, except as stated below. The County agrees to perform for the City all of the duties of the City related to the billing and collection of the installments provided in the assessment plan and Texas law.

2. Exclusions. This Agreement will not include billing or collection of the following:

   2.1 Installments of the Assessments that are due prior to the effective date of this Agreement,

2.2 Assessments in amounts other than annual installments,

2.3 Any installments of the Assessments that are for years for which the tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06, and

2.4 Any Assessments on property for which the owner has deferred collection of the property taxes on the property as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of such excluded Assessments will remain the responsibility of the City.

3. Term of Agreement. The term of this Agreement will begin on April 28, 2017 ("the Effective Date") and will terminate on April 28, 2018 unless renewed and extended as provided below. The Agreement will be renewed and extended automatically for an additional term of one year unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 calendar days before the end of the initial term. If the Agreement is renewed and extended after the initial term, thereafter it will be renewed and extended automatically for succeeding one year terms unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 days before the end of the current term. If a notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien has been filed prior to such termination, until the suit is dismissed or a sale of the property to carry out the foreclosure has occurred and the proceeds have been collected.

4. Assessment Data. Each year during the term of this Agreement, the City will provide to the Tax Assessor-Collector on or before September 1 the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor-Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than 90 days' notice to the City in the event of any required format change in the electronic file. The City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. The City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of the City. The calculation of annual installments will be based on the ownership defined by the current tax appraisal roll of the Travis Central Appraisal District ("TCAD") for the year of the installments. If the City fails to provide the Assessments to the Tax Assessor-Collector by September 15 of the initial or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to the City according to paragraph 13 below. The initial delivery of data by the City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments during the preceding five (5) years. The Tax Assessor Collector will

make available to the City a continuous on-line disbursement report summarizing the payments collected.

5. Billing of Assessments. The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Travis County Tax Office under an agreement with the municipality."

6. Collection of Assessments. The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in paragraph 11 below. The Tax Assessor-Collector and the County Attorney will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of collection, redemption, and other matters related to the collection of property taxes will also apply to the collection of the installments of the Assessments, except that the

provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which the tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of the City, as provided in paragraphs 2.3 and 2.4 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided prorata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by the City for amounts billed by the Tax Assessor-Collector on the City's behalf, they will be remitted to the Tax Assessor-Collector. The City will notify the Tax Assessor-Collector if any Assessment is prepaid to the City, in full or in part.

7. Notice to Property Owners. After the effective date of this Agreement and prior to the mailing by the County of the first bills for annual installments of the Assessments, the City will notify each owner of property in the District except exempt property by first class mail that the subsequent installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. Foreclosure Suits. The County Attorney will act as the attorney for the City in any suit for collection of the delinquent installment of an Assessment. The maturity of the subsequent installments will not accelerate following a default in payment. The County Attorney and the Tax Assessor-Collector will control the filing and conduct of

foreclosure suits, with advice from the City. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in paragraph 11 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit results in an order for foreclosure of the assessment lien and the tax lien, the City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b) (2) of the PID Act. Furthermore the lien runs with the land, and that portion of the assessment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien, according to Section 372.018(d).

9. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit a third party beneficiary. The County and the City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor the City assumes any responsibility to a third party in connection with this Agreement.

10. Billing and Collection Fees. As fees for the billing and collection services provided under this Agreement, the City agrees to pay the County the following:

    10.1 A one-time fee of $1,000.00 within thirty (30) days after the effective date of this Agreement for software modification, data entry, contract drafting, and other start-up costs, including but not limited to the costs itemized in the documents attached to this Agreement ; and

    10.2 An annual parcel fee for each parcel or tract of land in the District that is billed for the installment of an Assessment, in an amount to be set annually by the Travis County Commissioners Court. The parcel fee for the billing and collection of the installments will be equal to the parcel fee set for the year by the

Commissioners Court for the billing and collection by the Tax Assessor-Collector of property taxes for the City. The City agrees that the Tax Assessor-Collector may deduct the amount of the parcel fee from the amount of the first installments collected, prior to the remittance of the collections to the City. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection.

Should the County incur any actual additional costs that may subsequently be required to modify software, make other data processing changes, or comply with legal requirements associated with collecting the installments the City will review the costs within 30 days of receiving the invoice for the changes and either pay the County or give notice to terminate.

11. Entire Agreement. This Agreement sets out the entire agreement between the County and the City with respect to the billing and collection of the Assessments and supersedes all previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and the City authorized by their respective governing bodies.

12. Notices. Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

| COUNTY | CITY |
| --- | --- |
| Travis County Tax Assessor-Collector<br>P.O. Box 149328<br>Austin, TX 78714-9328 | City of Austin Controller<br>P.O.Box 2920<br>Austin, TX 78768 |

13. Limited Liability. The County will not be liable to the City for any failure to collect the installments of the Assessments. And the Tax Assessor-Collector will not be liable to the City for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector will not be liable to the City for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor the City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

14. Applicable Law. This Agreement will be governed, interpreted, and enforced according to the laws of the State of Texas. The terms of the Agreement are severable. If any term or provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

15. Persons Bound. This Agreement is binding on the parties and their respective successors and assigns.

16. Venue. All obligations under this Agreement are performable in Travis County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Travis County, Texas

17. Party Representatives. The County designates the Tax Assessor-Collector to represent the County, and the City designates the City of Austin Controller to represent the City for all purposes related to this Agreement.

18. Authorization. The undersigned representatives of the County and the City warrant that they are duly authorized by the governing bodies of their respective political subdivisions to execute this Agreement on behalf of the parties.

EXECUTED ON BEHALF OF –

TRAVIS COUNTY, TEXAS ("County")

By: _____

Sarah Eckhardt
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

DATE: APR 18 2017

CITY OF AUSTIN, TEXAS (City")

By: _____

Greg Canally
Interim Chief Financial Officer
P.O. Box 2920
Austin, Texas 78768-2920

DATE: 4/17/17

Approved:

DAVID ESCAMILLA
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Telephone: (512) 854-9513
FAX: (512) 854-4808

By: _____
Elliott Beck
State Bar No. 02008300
Assistant County Attorney

# AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN FOR BILLING AND COLLECTION SERVICES RELATED TO THE ESTANCIA HILL COUNTRY PUBLIC IMPROVEMENT DISTRICT

This agreement (the "Agreement") is between Travis County (the "County"), a political subdivision of the State of Texas, and the City of Austin (the "City"), a municipality located within the territory of the County, for billing and collection services related to the Estancia Hill Country Public Improvement District (the "District") authorized and administered by the City.

## RECITALS

A. The City authorized or reauthorized the District, effective on June 6, 2013, by a majority vote of all members of its City Council adopting a resolution (Resolution No.20130606-054) in accordance with the City Council's findings as to the advisability of the planned services and improvements, pursuant to Section 372.010 of the Texas Public Improvement District Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.001 to 372.026). The City may, from time to time, reauthorize such District in the future, and this Agreement will remain in force.

B. The City adopted an assessment plan apportioning the cost of the planned services and improvements among the parcels of real property in the District and prepared a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. The City published and mailed the required notices and held a public hearing, heard and passed on all objections to a proposed Assessment, and by ordinance levied the Assessments against such parcels as a special assessment on the property in accordance with Sec. 372.017 of the PID Act, providing in the ordinance that the Assessments may be paid in annual installments.

C. The City and the County find that it is in the mutual interest of the citizens of the City and the County for the City to contract with the County to perform the duties related to the billing and collection of the of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Intergovernmental Cooperation Act (Tex. Gov. Code, Chapter 791).

D. Except as otherwise provided herein, the term "Assessment" as used in this Agreement shall refer to both the full apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installments due from each parcel, whether fixed or determined annually.

AGREEMENT

Therefore, in consideration of the mutual promises stated herein, the County and the City agree as follows:

1. Agreement for Billing and Collection of Installments of Assessments. Beginning on the effective date of this Agreement and continuing until the Agreement is terminated as provided below, the City authorizes the County exclusively, acting through the Travis County Tax Assessor-Collector (the "Tax Assessor-Collector") and the Travis County Attorney (the "County Attorney"), to bill and collect the annual installments of the Assessments and to represent the City for all purposes related to the billing and collection of such installments, except as stated below. The County agrees to perform for the City all of the duties of the City related to the billing and collection of the installments provided in the assessment plan and Texas law.

2. Exclusions. This Agreement will not include billing or collection of the following:

   2.1 Installments of the Assessments that are due prior to the effective date of this Agreement,

2.2 Assessments in amounts other than annual installments,

2.3 Any installments of the Assessments that are for years for which the tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06, and

2.4 Any Assessments on property for which the owner has deferred collection of the property taxes on the property as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of such excluded Assessments will remain the responsibility of the City.

3. Term of Agreement. The term of this Agreement will begin on April 28, 2017 ("the Effective Date") and will terminate on April 28, 2018 unless renewed and extended as provided below. The Agreement will be renewed and extended automatically for an additional term of one year unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 calendar days before the end of the initial term. If the Agreement is renewed and extended after the initial term, thereafter it will be renewed and extended automatically for succeeding one year terms unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 days before the end of the current term. If a notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien has been filed prior to such termination, until the suit is dismissed or a sale of the property to carry out the foreclosure has occurred and the proceeds have been collected.

4. Assessment Data. Each year during the term of this Agreement, the City will provide to the Tax Assessor-Collector on or before September 1 the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor-Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than 90 days' notice to the City in the event of any required format change in the electronic file. The City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. The City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of the City. The calculation of annual installments will be based on the ownership defined by the current tax appraisal roll of the Travis Central Appraisal District ("TCAD") for the year of the installments. If the City fails to provide the Assessments to the Tax Assessor-Collector by September 15 of the initial or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to the City according to paragraph 13 below. The initial delivery of data by the City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments during the preceding five (5) years. The Tax Assessor Collector will

make available to the City a continuous on-line disbursement report summarizing the payments collected.

5. Billing of Assessments. The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Travis County Tax Office under an agreement with the municipality."

6. Collection of Assessments. The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in paragraph 11 below. The Tax Assessor-Collector and the County Attorney will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of collection, redemption, and other matters related to the collection of property taxes will also apply to the collection of the installments of the Assessments, except that the

provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which the tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of the City, as provided in paragraphs 2.3 and 2.4 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided prorata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by the City for amounts billed by the Tax Assessor-Collector on the City's behalf, they will be remitted to the Tax Assessor-Collector. The City will notify the Tax Assessor-Collector if any Assessment is prepaid to the City, in full or in part.

7. Notice to Property Owners. After the effective date of this Agreement and prior to the mailing by the County of the first bills for annual installments of the Assessments, the City will notify each owner of property in the District except exempt property by first class mail that the subsequent installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. Foreclosure Suits. The County Attorney will act as the attorney for the City in any suit for collection of the delinquent installment of an Assessment. The maturity of the subsequent installments will not accelerate following a default in payment. The County Attorney and the Tax Assessor-Collector will control the filing and conduct of

foreclosure suits, with advice from the City. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in paragraph 11 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit results in an order for foreclosure of the assessment lien and the tax lien, the City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b) (2) of the PID Act. Furthermore the lien runs with the land, and that portion of the assessment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien, according to Section 372.018(d).

9. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit a third party beneficiary. The County and the City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor the City assumes any responsibility to a third party in connection with this Agreement.

10. Billing and Collection Fees. As fees for the billing and collection services provided under this Agreement, the City agrees to pay the County the following:

    10.1 A one-time fee of $1,000.00 within thirty (30) days after the effective date of this Agreement for software modification, data entry, contract drafting, and other start-up costs, including but not limited to the costs itemized in the documents attached to this Agreement ; and

    10.2 An annual parcel fee for each parcel or tract of land in the District that is billed for the installment of an Assessment, in an amount to be set annually by the Travis County Commissioners Court. The parcel fee for the billing and collection of the installments will be equal to the parcel fee set for the year by the

Commissioners Court for the billing and collection by the Tax Assessor-Collector of property taxes for the City. The City agrees that the Tax Assessor-Collector may deduct the amount of the parcel fee from the amount of the first installments collected, prior to the remittance of the collections to the City. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection.

Should the County incur any actual additional costs that may subsequently be required to modify software, make other data processing changes, or comply with legal requirements associated with collecting the installments the City will review the costs within 30 days of receiving the invoice for the changes and either pay the County or give notice to terminate.

11. Entire Agreement. This Agreement sets out the entire agreement between the County and the City with respect to the billing and collection of the Assessments and supersedes all previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and the City authorized by their respective governing bodies.

12. Notices. Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

| COUNTY | CITY |
|---|---|
| Travis County Tax Assessor-Collector<br>P.O. Box 149328<br>Austin, TX 78714-9328 | City of Austin Controller<br>P.O.Box 2920<br>Austin, TX 78768 |

13. Limited Liability. The County will not be liable to the City for any failure to collect the installments of the Assessments. And the Tax Assessor-Collector will not be liable to the City for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector will not be liable to the City for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor the City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

14. Applicable Law. This Agreement will be governed, interpreted, and enforced according to the laws of the State of Texas. The terms of the Agreement are severable. If any term or provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

15. Persons Bound. This Agreement is binding on the parties and their respective successors and assigns.

16. Venue. All obligations under this Agreement are performable in Travis County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Travis County, Texas

17. Party Representatives. The County designates the Tax Assessor-Collector to represent the County, and the City designates the City of Austin Controller to represent the City for all purposes related to this Agreement.

18. Authorization. The undersigned representatives of the County and the City warrant that they are duly authorized by the governing bodies of their respective political subdivisions to execute this Agreement on behalf of the parties.

EXECUTED ON BEHALF OF –

TRAVIS COUNTY, TEXAS ("County")

By: _____

Sarah Eckhardt
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

DATE: APR 18 2017

CITY OF AUSTIN, TEXAS (City")

By: _____

Greg Canally
Interim Chief Financial Officer
P.O. Box 2920
Austin, Texas 78768-2920

DATE: 4/17/17

Approved:

DAVID ESCAMILLA
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Telephone: (512) 854-9513
FAX: (512) 854-4808

By: _____

Elliott Beck
State Bar No. 02008300
Assistant County Attorney

# AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN FOR BILLING AND COLLECTION SERVICES RELATED TO THE INDIAN HILLS PUBLIC IMPROVEMENT DISTRICT

This agreement (the "Agreement") is between Travis County (the "County"), a political subdivision of the State of Texas, and the City of Austin (the "City"), a municipality located within the territory of the County, for billing and collection services related to the Indian Hills Public Improvement District (the "District") authorized and administered by the City.

## RECITALS

A. The City authorized or reauthorized the District, effective on August 26, 2010, by a majority vote of all members of its City Council adopting a resolution (Resolution No. 20100826-023) in accordance with the City Council's findings as to the advisability of the planned services and improvements, pursuant to Section 372.010 of the Texas Public Improvement District Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.001 to 372.026). The City may, from time to time, reauthorize such District in the future, and this Agreement will remain in force.

B. The City adopted an assessment plan apportioning the cost of the planned services and improvements among the parcels of real property in the District and prepared a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. The City published and mailed the required notices and held a public hearing, heard and passed on all objections to a proposed Assessment, and by ordinance levied the Assessments against such parcels as a special assessment on the property in accordance with Sec. 372.017 of the PID Act, providing in the ordinance that the Assessments may be paid in annual installments.

C. The City and the County find that it is in the mutual interest of the citizens of the City and the County for the City to contract with the County to perform the duties related to the billing and collection of the of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Intergovernmental Cooperation Act (Tex. Gov. Code, Chapter 791).

D. Except as otherwise provided herein, the term "Assessment" as used in this Agreement shall refer to both the full apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installments due from each parcel, whether fixed or determined annually.

AGREEMENT

Therefore, in consideration of the mutual promises stated herein, the County and the City agree as follows:

1. Agreement for Billing and Collection of Installments of Assessments. Beginning on the effective date of this Agreement and continuing until the Agreement is terminated as provided below, the City authorizes the County exclusively, acting through the Travis County Tax Assessor-Collector (the "Tax Assessor-Collector") and the Travis County Attorney (the "County Attorney"), to bill and collect the annual installments of the Assessments and to represent the City for all purposes related to the billing and collection of such installments, except as stated below. The County agrees to perform for the City all of the duties of the City related to the billing and collection of the installments provided in the assessment plan and Texas law.

2. Exclusions. This Agreement will not include billing or collection of the following:

   2.1 Installments of the Assessments that are due prior to the effective date of this Agreement,

2.2 Assessments in amounts other than annual installments,

2.3 Any installments of the Assessments that are for years for which the tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06, and

2.4 Any Assessments on property for which the owner has deferred collection of the property taxes on the property as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of such excluded Assessments will remain the responsibility of the City.

3. Term of Agreement. The term of this Agreement will begin on April 28, 2017 ("the Effective Date") and will terminate on April 28, 2018 unless renewed and extended as provided below. The Agreement will be renewed and extended automatically for an additional term of one year unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 calendar days before the end of the initial term. If the Agreement is renewed and extended after the initial term, thereafter it will be renewed and extended automatically for succeeding one year terms unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 days before the end of the current term. If a notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien has been filed prior to such termination, until the suit is dismissed or a sale of the property to carry out the foreclosure has occurred and the proceeds have been collected.

4. Assessment Data. Each year during the term of this Agreement, the City will provide to the Tax Assessor-Collector on or before September 1 the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor-Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than 90 days' notice to the City in the event of any required format change in the electronic file. The City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. The City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of the City. The calculation of annual installments will be based on the ownership defined by the current tax appraisal roll of the Travis Central Appraisal District ("TCAD") for the year of the installments. If the City fails to provide the Assessments to the Tax Assessor-Collector by September 15 of the initial or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to the City according to paragraph 13 below. The initial delivery of data by the City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments during the preceding five (5) years. The Tax Assessor Collector will

make available to the City a continuous on-line disbursement report summarizing the payments collected.

5. Billing of Assessments. The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Travis County Tax Office under an agreement with the municipality."

6. Collection of Assessments. The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in paragraph 11 below. The Tax Assessor-Collector and the County Attorney will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of collection, redemption, and other matters related to the collection of property taxes will also apply to the collection of the installments of the Assessments, except that the

provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which the tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of the City, as provided in paragraphs 2.3 and 2.4 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided prorata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by the City for amounts billed by the Tax Assessor-Collector on the City's behalf, they will be remitted to the Tax Assessor-Collector. The City will notify the Tax Assessor-Collector if any Assessment is prepaid to the City, in full or in part.

7. Notice to Property Owners. After the effective date of this Agreement and prior to the mailing by the County of the first bills for annual installments of the Assessments, the City will notify each owner of property in the District except exempt property by first class mail that the subsequent installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. Foreclosure Suits. The County Attorney will act as the attorney for the City in any suit for collection of the delinquent installment of an Assessment. The maturity of the subsequent installments will not accelerate following a default in payment. The County Attorney and the Tax Assessor-Collector will control the filing and conduct of

foreclosure suits, with advice from the City. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in paragraph 11 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit results in an order for foreclosure of the assessment lien and the tax lien, the City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b) (2) of the PID Act. Furthermore the lien runs with the land, and that portion of the assessment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien, according to Section 372.018(d).

9. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit a third party beneficiary. The County and the City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor the City assumes any responsibility to a third party in connection with this Agreement.

10. Billing and Collection Fees. As fees for the billing and collection services provided under this Agreement, the City agrees to pay the County the following:

    10.1 A one-time fee of $1,000.00 within thirty (30) days after the effective date of this Agreement for software modification, data entry, contract drafting, and other start-up costs, including but not limited to the costs itemized in the documents attached to this Agreement ; and

    10.2 An annual parcel fee for each parcel or tract of land in the District that is billed for the installment of an Assessment, in an amount to be set annually by the Travis County Commissioners Court. The parcel fee for the billing and collection of the installments will be equal to the parcel fee set for the year by the

Commissioners Court for the billing and collection by the Tax Assessor-Collector of property taxes for the City. The City agrees that the Tax Assessor-Collector may deduct the amount of the parcel fee from the amount of the first installments collected, prior to the remittance of the collections to the City. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection.

Should the County incur any actual additional costs that may subsequently be required to modify software, make other data processing changes, or comply with legal requirements associated with collecting the installments the City will review the costs within 30 days of receiving the invoice for the changes and either pay the County or give notice to terminate.

11. Entire Agreement. This Agreement sets out the entire agreement between the County and the City with respect to the billing and collection of the Assessments and supersedes all previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and the City authorized by their respective governing bodies.

12. Notices. Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

| COUNTY | CITY |
| --- | --- |
| Travis County Tax Assessor-Collector<br>P.O. Box 149328<br>Austin, TX 78714-9328 | City of Austin Controller<br>P.O.Box 2920<br>Austin, TX 78768 |

13. Limited Liability. The County will not be liable to the City for any failure to collect the installments of the Assessments. And the Tax Assessor-Collector will not be liable to the City for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector will not be liable to the City for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor the City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

14. Applicable Law. This Agreement will be governed, interpreted, and enforced according to the laws of the State of Texas. The terms of the Agreement are severable. If any term or provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

15. Persons Bound. This Agreement is binding on the parties and their respective successors and assigns.

16. Venue. All obligations under this Agreement are performable in Travis County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Travis County, Texas

17. Party Representatives. The County designates the Tax Assessor-Collector to represent the County, and the City designates the City of Austin Controller to represent the City for all purposes related to this Agreement.

18. Authorization. The undersigned representatives of the County and the City warrant that they are duly authorized by the governing bodies of their respective political subdivisions to execute this Agreement on behalf of the parties.

EXECUTED ON BEHALF OF –

TRAVIS COUNTY, TEXAS ("County")

By: _____

Sarah Eckhardt
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

DATE: APR 18 2017

CITY OF AUSTIN, TEXAS (City")

By: _____

Greg Canally
Interim Chief Financial Officer
P.O. Box 2920
Austin, Texas 78768-2920

DATE: 4/17/17

Approved:

DAVID ESCAMILLA
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Telephone: (512) 854-9513
FAX: (512) 854-4808

By: _____

Elliott Beck
State Bar No. 02008300
Assistant County Attorney

# AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN FOR BILLING AND COLLECTION SERVICES RELATED TO THE SOUTH CONGRESS PRESERVATION AND IMPROVEMENT DISTRICT

This agreement (the "Agreement") is between Travis County (the "County"), a political subdivision of the State of Texas, and the City of Austin (the "City"), a municipality located within the territory of the County, for billing and collection services related to the South Congress Preservation and Improvement District (the "District") authorized and administered by the City.

## RECITALS

A. The City authorized or reauthorized the District, effective on October 20, 2014, by a majority vote of all members of its City Council adopting a resolution (Resolution No. 20141010-062) in accordance with the City Council's findings as to the advisability of the planned services and improvements, pursuant to Section 372.010 of the Texas Public Improvement District Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.001 to 372.026). The City may, from time to time, reauthorize such District in the future, and this Agreement will remain in force.

B. The City adopted an assessment plan apportioning the cost of the planned services and improvements among the parcels of real property in the District and prepared a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. The City published and mailed the required notices and held a public hearing, heard and passed on all objections to a proposed Assessment, and by ordinance levied the Assessments against such parcels as a special

assessment on the property in accordance with Sec. 372.017 of the PID Act, providing in the ordinance that the Assessments may be paid in annual installments.

C. The City and the County find that it is in the mutual interest of the citizens of the City and the County for the City to contract with the County to perform the duties related to the billing and collection of the of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Intergovernmental Cooperation Act (Tex. Gov. Code, Chapter 791).

D. Except as otherwise provided herein, the term "Assessment" as used in this Agreement shall refer to both the full apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installments due from each parcel, whether fixed or determined annually.

AGREEMENT

Therefore, in consideration of the mutual promises stated herein, the County and the City agree as follows:

1. Agreement for Billing and Collection of Installments of Assessments. Beginning on the effective date of this Agreement and continuing until the Agreement is terminated as provided below, the City authorizes the County exclusively, acting through the Travis County Tax Assessor-Collector (the "Tax Assessor-Collector") and the Travis County Attorney (the "County Attorney"), to bill and collect the annual installments of the Assessments and to represent the City for all purposes related to the billing and collection of such installments, except as stated below. The County agrees to perform for the City all of the duties of the City related to the billing and collection of the installments provided in the assessment plan and Texas law.

2. Exclusions. This Agreement will not include billing or collection of the following:

2.1 Installments of the Assessments that are due prior to the effective date of this Agreement,

2.2 Assessments in amounts other than annual installments,

2.3 Any installments of the Assessments that are for years for which the tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06, and

2.4 Any Assessments on property for which the owner has deferred collection of the property taxes on the property as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of such excluded Assessments will remain the responsibility of the City.

3. Term of Agreement. The term of this Agreement will begin on April 28, 2017 ("the Effective Date") and will terminate on April 28, 2018 unless renewed and extended as provided below. The Agreement will be renewed and extended automatically for an additional term of one year unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 calendar days before the end of the initial term. If the Agreement is renewed and extended after the initial term, thereafter it will be renewed and extended automatically for succeeding one year terms unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 days before the end of the current term. If a notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien has been filed prior to

such termination, until the suit is dismissed or a sale of the property to carry out the foreclosure has occurred and the proceeds have been collected.

4. Assessment Data. Each year during the term of this Agreement, the City will provide to the Tax Assessor-Collector on or before September 1 the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor-Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than 90 days' notice to the City in the event of any required format change in the electronic file. The City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. The City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of the City. The calculation of annual installments will be based on the ownership defined by the current tax appraisal roll of the Travis Central Appraisal District ("TCAD") for the year of the installments. If the City fails to provide the Assessments to the Tax Assessor-Collector by September 15 of the initial or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to the City according to paragraph 13 below. The initial delivery of data by the City to the Tax Assessor-Collector will also include a record of all payments made

on the Assessments during the preceding five (5) years. The Tax Assessor Collector will make available to the City a continuous on-line disbursement report summarizing the payments collected.

5. Billing of Assessments. The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Travis County Tax Office under an agreement with the municipality."

6. Collection of Assessments. The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in paragraph 11 below. The Tax Assessor-Collector and the County Attorney will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of collection, redemption, and other matters related to the collection of property taxes will

also apply to the collection of the installments of the Assessments, except that the provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which the tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of the City, as provided in paragraphs 2.3 and 2.4 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided prorata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by the City for amounts billed by the Tax Assessor-Collector on the City's behalf, they will be remitted to the Tax Assessor-Collector. The City will notify the Tax Assessor-Collector if any Assessment is prepaid to the City, in full or in part.

7. Notice to Property Owners. After the effective date of this Agreement and prior to the mailing by the County of the first bills for annual installments of the Assessments, the City will notify each owner of property in the District except exempt property by first class mail that the subsequent installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. Foreclosure Suits. The County Attorney will act as the attorney for the City in any suit for collection of the delinquent installment of an Assessment. The maturity of the subsequent installments will not accelerate following a default in payment. The County

Attorney and the Tax Assessor-Collector will control the filing and conduct of foreclosure suits, with advice from the City. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in paragraph 11 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit results in an order for foreclosure of the assessment lien and the tax lien, the City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b) (2) of the PID Act. Furthermore the lien runs with the land, and that portion of the assessment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien, according to Section 372.018(d).

9. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit a third party beneficiary. The County and the City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor the City assumes any responsibility to a third party in connection with this Agreement.

10. Billing and Collection Fees. As fees for the billing and collection services provided under this Agreement, the City agrees to pay the County the following:

    10.1 A one-time fee of $1,000.00 within thirty (30) days after the effective date of this Agreement for software modification, data entry, contract drafting, and other start-up costs, including but not limited to the costs itemized in the documents attached to this Agreement ; and

    10.2 An annual parcel fee for each parcel or tract of land in the District that is billed for the installment of an Assessment, in an amount to be set annually by the

Travis County Commissioners Court. The parcel fee for the billing and collection of the installments will be equal to the parcel fee set for the year by the Commissioners Court for the billing and collection by the Tax Assessor-Collector of property taxes for the City. The City agrees that the Tax Assessor-Collector may deduct the amount of the parcel fee from the amount of the first installments collected, prior to the remittance of the collections to the City. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection.

Should the County incur any actual additional costs that may subsequently be required to modify software, make other data processing changes, or comply with legal requirements associated with collecting the installments the City will review the costs within 30 days of receiving the invoice for the changes and either pay the County or give notice to terminate.

11. Entire Agreement. This Agreement sets out the entire agreement between the County and the City with respect to the billing and collection of the Assessments and supersedes all previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and the City authorized by their respective governing bodies.

12. Notices. Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

COUNTY CITY

| | |
|---|---|
| Travis County Tax Assessor-Collector<br>P.O. Box 149328<br>Austin, TX 78714-9328 | City of Austin Controller<br>P.O.Box 2920<br>Austin, TX 78768 |

13. Limited Liability. The County will not be liable to the City for any failure to collect the installments of the Assessments. And the Tax Assessor-Collector will not be liable to the City for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector will not be liable to the City for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor the City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

14. Applicable Law. This Agreement will be governed, interpreted, and enforced according to the laws of the State of Texas. The terms of the Agreement are severable. If any term or provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

15. Persons Bound. This Agreement is binding on the parties and their respective successors and assigns.

16. Venue. All obligations under this Agreement are performable in Travis County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Travis County, Texas

17. Party Representatives. The County designates the Tax Assessor-Collector to represent the County, and the City designates the City of Austin Controller to represent the City for all purposes related to this Agreement.

18. Authorization. The undersigned representatives of the County and the City warrant that they are duly authorized by the governing bodies of their respective political subdivisions to execute this Agreement on behalf of the parties.

EXECUTED ON BEHALF OF –

TRAVIS COUNTY, TEXAS ("County")

By: _____

Sarah Eckhardt
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

DATE: APR 18 2017

CITY OF AUSTIN, TEXAS (City")

By: _____

Greg Canally
Interim Chief Financial Officer
P.O. Box 2920
Austin, Texas 78768-2920

DATE: 4/17/17

Approved:

DAVID ESCAMILLA
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Telephone: (512) 854-9513
FAX: (512) 854-4808

By: _____
Elliott Beck
State Bar No. 02008300
Assistant County Attorney

# AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN FOR BILLING AND COLLECTION SERVICES RELATED TO THE WHISPER VALLEY PUBLIC IMPROVEMENT DISTRICT

This agreement (the "Agreement") is between Travis County (the "County"), a political subdivision of the State of Texas, and the City of Austin (the "City"), a municipality located within the territory of the County, for billing and collection services related to the Whisper Valley Public Improvement District (the "District") authorized and administered by the City.

## RECITALS

A. The City authorized or reauthorized the District, effective on August 26, 2010, by a majority vote of all members of its City Council adopting a resolution (Resolution No. 20100826-026) in accordance with the City Council's findings as to the advisability of the planned services and improvements, pursuant to Section 372.010 of the Texas Public Improvement District Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.001 to 372.026). The City may, from time to time, reauthorize such District in the future, and this Agreement will remain in force.

B. The City adopted an assessment plan apportioning the cost of the planned services and improvements among the parcels of real property in the District and prepared a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. The City published and mailed the required notices and held a public hearing, heard and passed on all objections to a proposed Assessment, and by ordinance levied the Assessments against such parcels as a special assessment on the property in accordance with Sec. 372.017 of the PID Act, providing in the ordinance that the Assessments may be paid in annual installments.

C. The City and the County find that it is in the mutual interest of the citizens of the City and the County for the City to contract with the County to perform the duties related to the billing and collection of the of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Intergovernmental Cooperation Act (Tex. Gov. Code, Chapter 791).

D. Except as otherwise provided herein, the term "Assessment" as used in this Agreement shall refer to both the full apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installments due from each parcel, whether fixed or determined annually.

AGREEMENT

Therefore, in consideration of the mutual promises stated herein, the County and the City agree as follows:

1. Agreement for Billing and Collection of Installments of Assessments. Beginning on the effective date of this Agreement and continuing until the Agreement is terminated as provided below, the City authorizes the County exclusively, acting through the Travis County Tax Assessor-Collector (the "Tax Assessor-Collector") and the Travis County Attorney (the "County Attorney"), to bill and collect the annual installments of the Assessments and to represent the City for all purposes related to the billing and collection of such installments, except as stated below. The County agrees to perform for the City all of the duties of the City related to the billing and collection of the installments provided in the assessment plan and Texas law.

2. Exclusions. This Agreement will not include billing or collection of the following:

   2.1 Installments of the Assessments that are due prior to the effective date of this Agreement,

2.2 Assessments in amounts other than annual installments,

2.3 Any installments of the Assessments that are for years for which the tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06, and

2.4 Any Assessments on property for which the owner has deferred collection of the property taxes on the property as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of such excluded Assessments will remain the responsibility of the City.

3. Term of Agreement. The term of this Agreement will begin on April 28, 2017 ("the Effective Date") and will terminate on April 28, 2018 unless renewed and extended as provided below. The Agreement will be renewed and extended automatically for an additional term of one year unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 calendar days before the end of the initial term. If the Agreement is renewed and extended after the initial term, thereafter it will be renewed and extended automatically for succeeding one year terms unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 days before the end of the current term. If a notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien has been filed prior to such termination, until the suit is dismissed or a sale of the property to carry out the foreclosure has occurred and the proceeds have been collected.

4. Assessment Data. Each year during the term of this Agreement, the City will provide to the Tax Assessor-Collector on or before September 1 the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor-Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than 90 days' notice to the City in the event of any required format change in the electronic file. The City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. The City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of the City. The calculation of annual installments will be based on the ownership defined by the current tax appraisal roll of the Travis Central Appraisal District ("TCAD") for the year of the installments. If the City fails to provide the Assessments to the Tax Assessor-Collector by September 15 of the initial or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to the City according to paragraph 13 below. The initial delivery of data by the City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments during the preceding five (5) years. The Tax Assessor Collector will

make available to the City a continuous on-line disbursement report summarizing the payments collected.

5. Billing of Assessments. The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Travis County Tax Office under an agreement with the municipality."

6. Collection of Assessments. The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in paragraph 11 below. The Tax Assessor-Collector and the County Attorney will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of collection, redemption, and other matters related to the collection of property taxes will also apply to the collection of the installments of the Assessments, except that the

provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which the tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of the City, as provided in paragraphs 2.3 and 2.4 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided prorata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by the City for amounts billed by the Tax Assessor-Collector on the City's behalf, they will be remitted to the Tax Assessor-Collector. The City will notify the Tax Assessor-Collector if any Assessment is prepaid to the City, in full or in part.

7. Notice to Property Owners. After the effective date of this Agreement and prior to the mailing by the County of the first bills for annual installments of the Assessments, the City will notify each owner of property in the District except exempt property by first class mail that the subsequent installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. Foreclosure Suits. The County Attorney will act as the attorney for the City in any suit for collection of the delinquent installment of an Assessment. The maturity of the subsequent installments will not accelerate following a default in payment. The County Attorney and the Tax Assessor-Collector will control the filing and conduct of

foreclosure suits, with advice from the City. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in paragraph 11 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit results in an order for foreclosure of the assessment lien and the tax lien, the City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b) (2) of the PID Act. Furthermore the lien runs with the land, and that portion of the assessment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien, according to Section 372.018(d).

9. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit a third party beneficiary. The County and the City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor the City assumes any responsibility to a third party in connection with this Agreement.

10. Billing and Collection Fees. As fees for the billing and collection services provided under this Agreement, the City agrees to pay the County the following:

    10.1 A one-time fee of $1,000.00 within thirty (30) days after the effective date of this Agreement for software modification, data entry, contract drafting, and other start-up costs, including but not limited to the costs itemized in the documents attached to this Agreement ; and

    10.2 An annual parcel fee for each parcel or tract of land in the District that is billed for the installment of an Assessment, in an amount to be set annually by the Travis County Commissioners Court. The parcel fee for the billing and collection of the installments will be equal to the parcel fee set for the year by the

Commissioners Court for the billing and collection by the Tax Assessor-Collector of property taxes for the City. The City agrees that the Tax Assessor-Collector may deduct the amount of the parcel fee from the amount of the first installments collected, prior to the remittance of the collections to the City. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection.

Should the County incur any actual additional costs that may subsequently be required to modify software, make other data processing changes, or comply with legal requirements associated with collecting the installments the City will review the costs within 30 days of receiving the invoice for the changes and either pay the County or give notice to terminate.

11. Entire Agreement. This Agreement sets out the entire agreement between the County and the City with respect to the billing and collection of the Assessments and supersedes all previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and the City authorized by their respective governing bodies.

12. Notices. Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

| COUNTY | CITY |
|---|---|
| Travis County Tax Assessor-Collector<br>P.O. Box 149328<br>Austin, TX 78714-9328 | City of Austin Controller<br>P.O.Box 2920<br>Austin, TX 78768 |

13. Limited Liability. The County will not be liable to the City for any failure to collect the installments of the Assessments. And the Tax Assessor-Collector will not be liable to the City for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector will not be liable to the City for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor the City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

14. Applicable Law. This Agreement will be governed, interpreted, and enforced according to the laws of the State of Texas. The terms of the Agreement are severable. If any term or provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

15. Persons Bound. This Agreement is binding on the parties and their respective successors and assigns.

16. Venue. All obligations under this Agreement are performable in Travis County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Travis County, Texas

17. Party Representatives. The County designates the Tax Assessor-Collector to represent the County, and the City designates the City of Austin Controller to represent the City for all purposes related to this Agreement.

18. Authorization. The undersigned representatives of the County and the City warrant that they are duly authorized by the governing bodies of their respective political subdivisions to execute this Agreement on behalf of the parties.

EXECUTED ON BEHALF OF –

TRAVIS COUNTY, TEXAS ("County")

By: _____

Sarah Eckhardt
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

DATE: APR 18 2017

CITY OF AUSTIN, TEXAS (City")

By: _____

Greg Canally
Interim Chief Financial Officer
P.O. Box 2920
Austin, Texas 78768-2920

DATE: 4/17/17

Approved:

DAVID ESCAMILLA
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Telephone: (512) 854-9513
FAX: (512) 854-4808

By: _____

Elliott Beck
State Bar No. 02008800
Assistant County Attorney