

Discuss and take appropriate action on waiving penalty and interest on certain property tax accounts.

Deborah Hunt Tax Assessor/Collector advised the court due to a clerical error in posting penalty and interest accrued and requested a waiver. She stated the property tax code allows the court to waive the penalty and interest.

Moved: Commissioner Mehevec

Seconded: Judge Doerfler

Motion: To waive penalty and interest on certain property tax accounts.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais

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COPY TO COMMISSIONER  
X 4  
8/19/97

## Memorandum

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Date: 08/15/97

Re: Waiver of Penalty & Interest

In accordance with Section 33.011 of the Texas Property Tax Code, "The Governing Body of a taxing unit shall waive penalties and may provide for the waiver of interest if interest on a delinquent tax is an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency."

Account #	Name	1996 P&I amt.	Description
R306066	David S. Roberts	\$189.15	Tax Office posting error.
			Posting partial payment
			Not Quarterly payment.

approved 8-26-97  
John C. Doerfler

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AGENDA ITEM # 11

August 26, 1997

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Consider approving contract and agreement between Williamson County and Texas Department of Health, Bureau of Vital Statistics concerning on-line access to birth files.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To approve contract and agreement between Williamson County and Texas Department of Health, Bureau of Vital Statistics concerning on-line access to birth files.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais

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STATE OF TEXAS

COUNTY OF TRAVIS

TDH DOCUMENT NUMBER: \_\_\_\_\_

This CONTRACT and AGREEMENT by and between the Texas Department of Health, Bureau of Vital Statistics, hereinafter referred to as PERFORMING AGENCY, and acting through its Chief, Bureau of Financial Services, and the Vital Statistics Program,  
Williamson County

hereinafter referred to as RECEIVING AGENCY, is as follows:

**I. SCOPE OF WORK:**

PERFORMING AGENCY agrees to provide on-line computer services in support of RECEIVING AGENCY from 7:00 a.m. to 6:00 p.m. Monday thru Friday, except holidays. In the event of an emergency or computer application error, Performing Agency may temporarily suspend services without advance notice.

RECEIVING AGENCY will search PERFORMING AGENCY data bases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by PERFORMING AGENCY. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

RECEIVING AGENCY will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by the PERFORMING AGENCY. PERFORMING AGENCY will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.

RECEIVING AGENCY acknowledges that records may not be located in the searching process instituted by RECEIVING AGENCY or records which are located may have errors due to:

- A) normal key-entry errors in spellings;
- B) accidental failure on the part of the PERFORMING AGENCY to update a file for an amendment or paternity determination; and
- C) the event year does not exist on the system.

RECEIVING AGENCY will notify PERFORMING AGENCY in writing, at least monthly of errors or suspected errors that exist on the data base information.

RECEIVING AGENCY is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

RECEIVING AGENCY is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 191 through 195 of the Health and Safety Code and the regulations adopted thereunder.

LEGAL AUTHORITY TO CONTRACT:  
Chapter 12 of the Health and Safety Code.

**II. TERM**

The term of this contract will begin upon its execution by both parties and will continue in force and effect until either party gives sixty (60) days written notice of termination to the other party.