

delinquency when such property is under litigation or comes under litigation or is referred to the Firm for collection by the Taxing Authority's Tax Assessor-Collector.

3) Taxes on personal property that become delinquent during the Term of this Contract that are not delinquent for any prior tax year become subject to the terms of this Contract on the first (1st) day of the month in which penalties attach pursuant to Section 33.11 of the Texas Property Tax Code. All delinquent personal property taxes shall become subject to this Contract and are to be turned over to the Firm for collection sixty (60) days after the delinquency date of said taxes.

4) Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the Firm for collection.

B. Taxing Authority agrees to furnish to the Firm all data and information as to the name, and address of the taxpayer, the legal description of the property, years and amount of taxes due. Taxing Authority further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll as necessary.

II. FIRM'S RESPONSIBILITIES

A. The Firm is to call to the attention of the Tax Assessor-Collector or other officials any errors, double assessments or other discrepancies coming under their observation during the progress of the work and is to intervene on behalf of the Taxing Authority in all litigation for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

B. The Firm agrees to make progress reports to the Taxing Authority on request and to advise the Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

C. Section 33.48(a) (4) of the Texas Property Tax Code provides "In addition to other costs authorized by law, a taxing unit is entitled to recover...reasonable expenses that are incurred by the

taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due..." The Firm agrees to advance on behalf of Taxing Authority such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, Taxing Authority assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against Taxing Authority for uncollected costs or expenses.

III. COMPENSATION

Taxing Authority agrees to pay the Firm as compensation for services rendered hereunder, the percentages as set forth below, of the total amount of delinquent taxes, penalty and interest which are subject to this Contract and which are collected and paid to the Taxing Authority's Tax Assessor-Collector, when an equal amount of Section 33.07, 33.08, or 33.11 penalties is recovered from the taxpayer:

- 1) Fifteen percent (15%) of tax year 2001 and prior year collections; and
- 2) Twenty percent (20%) of tax year 2002 and subsequent year collections.

Other taxes, including current taxes, which are turned over to the Firm by the Taxing Authority's Tax Assessor-Collector because of the necessity of filing claims in bankruptcy, with other federal authorities, or for other reasons, shall become subject to the terms of this Contract at the time they are turned over to the Firm and the Firm shall be entitled to the appropriate percentage-based compensation, as set forth herein, of any amounts of delinquent taxes, penalties, and interest received by the Taxing Authority. The Firm also shall be entitled to the appropriate percentage-based compensation, as set forth herein, of current taxes received by the Taxing Authority when such percentage-based compensation is collected from the taxpayer, if collected prior to July 1st of any tax year.

Such compensation shall become the property of the Firm at the time such delinquent taxes, penalty, and interest are actually paid to the Taxing Authority's Tax Assessor-Collector. The Tax Assessor-Collector shall pay said compensation to the Firm monthly by check.

IV. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on January 24, 2023 and continue in force and effect until January 23, 2026 (hereinafter referred to as the "Term"), at which time the parties may mutually agree to renew this Contract for two additional one-year terms and thereafter the Contract shall continue on a month-to-month basis until terminated by written notice. The parties may agree before the end of the Term to extend this Contract. This Contract amends, supersedes, and replaces all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties.

During the term of this Contract, either party may cancel and terminate this Contract for cause by giving the Firm written notice of the specific cause for termination and providing sixty (60) days for cure. If the Firm does not cure, then the Taxing Authority shall provide the Firm written notice of termination.

After this Contract expires at the end of its Term or is otherwise terminated, the Firm shall have an additional six months to bring to payment or judgment or otherwise resolve or nonsuit all tax litigation and bankruptcy claims filed by the Firm on behalf of the Taxing Authority prior to the termination of this Contract. During such a six-month period, the Firm will be entitled to compensation in accordance with this Contract for delinquent taxes, penalty and interest collected and paid to the Taxing Authority's Tax Assessor-Collector for which the Firm filed suit prior to the termination of this Contract.

V. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from the City shall be sent to Perdue Brandon by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Michael J. Darlow
1235 North Loop West, Suite 600
Houston, Texas 77008

All notices from the Firm shall be sent to the Client by certified United States mail, or delivered by hand or courier, and addressed as follows:

City of Angleton
Attn: Chris Whittaker
City Hall
121 South Velasco
Angleton, Texas 77515
Telephone: 979-848-5600

VI. SEVERABILITY

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract. Any remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

VII. VENUE AND CONTROLLING LAW

This Contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Contract shall be in the appropriate courts in Brazoria County, Texas.

VIII. ACCEPTANCE OF EMPLOYMENT

In consideration of the terms and compensation stated herein, the Firm hereby accepts said employment and undertakes the performance of this Contract.

This Contract constitutes the entire agreement and understanding between the Firm and Client. All modifications to this contract must be made in writing and signed by both parties. Furthermore, this Contract cannot be transferred or assigned by either party without the consent of both parties.

This Contract is executed on behalf of the Taxing Authority by the presiding officer of its governing body who is authorized to execute this instrument by action of its governing body duly that was passed and recorded in its minutes.

IX. INDEMNIFICATION AND RELEASE

It is further agreed that the Firm (separately and collectively the “Indemnitee”) shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney’s fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Firm under this contract. Such indemnity shall apply, to the extent permitted by law, regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

The Firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm’s work to be performed hereunder.

This release shall apply, to the extent permitted by law, regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Firm, or any third party.

X. COMPLAINT PROVISIONS

Pursuant to Chapters 2252, 2271, and 2274 of the Texas Government Code, the Firm verifies that it does not and will not for the term of this contract boycott Israel or energy companies; that

it does not have a policy which discriminates against a firearm entity or firearm trade association nor will it create such a policy for the term of this contract; and that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

WITNESS the signatures of all parties hereto in duplicate originals this the _____ day of _____, 2023.

CITY OF ANGLETON

BY: _____
JASON PEREZ, MAYOR

**PERDUE, BRANDON, FIELDER
COLLINS & MOTT, L.L.P.**

BY: _____
MICHAEL J. DARLOW, PARTNER

Attachment A: Written Findings

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP

In an open meeting, the City of Angleton Council considered all matters listed in Section 2254.1036(a)(1) of the Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP.

The City Council, pursuant to Section 2254.1036(b) of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Angleton; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because City of Angleton does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, the City of Angleton hereby approves the formation of the contract by and between the City of Angleton and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent ad valorem taxes and public improvement district assessments with services to be paid in accordance with Sections 33.07, 33.08 and 33.11 of the Texas Property Tax Code.

APPROVED and EXECUTED this the _____ day of _____, 2023.

CITY OF ANGLETON