

LEGAL SERVICES AGREEMENT
Delinquent Real Estate Tax Collection

THIS AGREEMENT is made and entered into by and between TAXING AUTHORITY CONSULTING SERVICES, P.C. (hereinafter "TACS"), located at P.O. Box 31800, Henrico, Virginia 23294-1800 and TOWN OF BOWLING GREEN, pursuant to Code of Virginia §58.1-3966 and §58.1-3919.1 (hereinafter "TOWN"), together the parties.

TACS shall furnish Legal Services to TOWN for the collection of delinquent taxes and other accounts as set forth in the attached Statement of Work.

1. The terms of this Agreement and the attached Statement of Work shall constitute the complete and exclusive statement of understanding between the parties relating to the subject matter of this Agreement.
2. TACS shall provide legal services to TOWN with regard to the collection of delinquent taxes and other accounts. The legal services fees for this work have been negotiated and agreed as follows:
 - a. The parties agree that TACS is entitled to receive a fee of 20% of the assigned account balances it collects. The accounts provided to TACS will include a collection/attorney's fee amount equal to 20% of the debt which reflects the fee due TACS for collecting the debt. TACS shall earn its fee pro rata upon collection of any amount due.
 - b. TACS and COUNTY agree that a separate fee will be negotiated for all accounts that proceed to litigation; however, COUNTY shall be responsible for the payment of any actual costs incurred in the litigation process.
 - c. TACS shall not be paid for collection through the state set off debt program.
3. TOWN understands that certain costs will be incurred in the process of conducting judicial sales of properties subject to delinquent real estate taxes. Anticipated costs include, but are not limited to, title research, appraisals, surveys, service fees, publication costs, deed preparation fees and guardian ad litem fees that are ultimately the responsibility of the TOWN to pay and which will be billed to TOWN as they are incurred. Such costs shall be accounted for and paid to TOWN first prior to any proration of other recovered funds. TOWN understands that TACS may perform some of these services itself and acknowledges and agrees that TACS shall be entitled to a reasonable and customary fee for this work in addition to the legal services fee.
4. Both Parties shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
5. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
6. TOWN understands and acknowledges that TACS represents other governmental entities and hereby consents to such representation of other governmental entities that may also be seeking payment from the same debtor. In the event that TACS recovers payment from a debtor that is indebted to two or more client entities, such payment will be divided pro rata between or among the client entities unless otherwise dictated by the debtor.
7. The parties acknowledge that other collection services may be desired and agree that such services may be added to this agreement when such services are defined. Such new work, prior to being initiated, shall be specified in writing as mutually agreed to between the Parties.

8. TACS understand and acknowledges that in representing the TOWN it will be privy to confidential information concerning taxpayers, their tax obligations and their property. TACS shall not use any information so provided other than for the purposes of this Agreement and shall be bound to keep such information confidential pursuant to the terms of Virginia Code §58.1-3.

9. This agreement shall remain in full force and effect until canceled or revoked by either party, upon 60 days written notice. If cancelled, TACS shall be entitled to recovery of any costs expended as well as a reasonable fee to cover its services.

IN WITNESS WHEREOF, both Parties have caused this Agreement to be signed by their duly authorized representatives on the day and year set forth below.

TACS, PC

TOWN OF BOWLING GREEN

Signature:

Date

A. Reed Reed
Signature:

11/27/17
Date