

DRAFT CONTRACT FOR THE COLLECTION OF DELINQUENT WATER BILLS

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and the City of Eden (hereinafter referred to as the "Client").

Article I

Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for the compensation hereinafter provided for.

Article 2

Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect past due water bills that are owed to the Client and that may be subject to this agreement, as hereinafter provided.

2.02 The Firm agrees that as part of their services the Firm will provide collection services for the Client's delinquent water bills. Such services shall be provided during the life of this Agreement. 'Delinquent' for purposes of these water bills shall mean more than 60 days past due.

Article 3

Compensation

3.01 The Client agrees to pay to the Firm, as compensation for the services required herein, one dollar and other good and valuable consideration including delinquent tax collection services that are provided pursuant to a collection contract with the Concho County Appraisal District.

3.02 The Client shall pay the Firm by the twentieth day of each month, any and all compensation earned by the Firm for the previous month as provided in Article 3.

Article 4

Intellectual Property Rights

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5

Term and Termination

5.01 This Agreement shall be effective on the date fully executed by all the parties (The "Effective Date") and shall run consistent with the term of the collection contract identified in 3.01.

5.02 Unless prior to 30 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial one-year term, this Agreement shall be automatically extended on an additional yearly basis without the necessity of any further action by either party.

5.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance the

Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

5.04 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered.

Article 6 *Miscellaneous*

6.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time to time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. Client shall approve any such subcontractor or co-counsel no less than sixty (60) days prior to the engagement of any such co-counsel or subcontractor. In such cases, the Firm will be responsible to pay any compensation due to any such co-counsel or subcontractor.

6.02 *Arbitration.* Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

6.03 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

6.04 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

6.05 *Retention of Files.* The Firm recognizes and acknowledges that all items contained in the Firm's litigation files related to the Firm's representation of the Client are the property of the Client. If the contract is terminated for any reason Firm agrees to return all client related litigation files within six (6) months of said termination. Otherwise, the Firm will retain the files created in the course of performing the Services specified in Article 2 Above according to the following schedule. After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant Files: Five years from the date of issuance of a warrant.

- Litigation Files: Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.
- Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.
- Ten years from the date of filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.
- Bankruptcy Files: Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.
- Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

6.06. Compliance Provisions

Compliance with Tx. Govt. Code §2270.002. In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

Compliance with Tx. Govt. Code §2252.151- .154. In order to comply with Tx. Govt. Code §2252.152, the Firm verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

Eden, Texas

**Linebarger Goggan Blair
& Sampson, LLP**

By:

By:

Agapito Torres, Mayor
Eden, Texas

Michael French, Partner

Date:

Date:
