

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the “Firm”) and the Splendora Independent School District (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 compensation hereinafter provided.

Article 2

Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect delinquent property taxes that are owed to the Client and to any other taxing unit whose taxes are assessed and collected by the Client and that are subject to this Agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of delinquent property taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client’s attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client’s claim for property taxes.

2.03 Property taxes owed to the Client shall become subject to this Agreement upon the following dates, whichever occurs first:

- (a) On and after February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax pursuant to TEX. TAX CODE §33.42(b);
- (b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);
- (c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client’s Tax Assessor-Collector pursuant to TEX. TAX CODE §33.22;

- (d) On the date of filing any claim in bankruptcy where recovery of the tax is sought;
- (e) In the case of delinquent tangible personal property, on the 60th day after the date the taxes become delinquent pursuant to TEX. TAX CODE §33.11;
- (f) In the case of taxes that become delinquent on or after February 1 of a year but not later than May 1 of that year, on and after July 1 of the year in which the taxes become delinquent pursuant to TEX. TAX CODE §33.07; or
- (g) In the case of taxes that become delinquent on or after June 1, on and after the first day of the first month that begins at least 21 days after the date the notice was sent pursuant to TEX. TAX CODE §33.08.

2.04 Relating to the Texas Comptroller of Public Accounts' school district property value study, the Firm shall provide services and technical support to evaluate, prepare and file a protest of taxable value request with the Texas Comptroller of Public Accounts at no cost to the Client. The Firm shall also provide services and technical support to evaluate, prepare and file an audit of taxable value request with the Texas Comptroller of Public Accounts at no cost to the Client. In addition, the Firm shall provide services and technical support to evaluate, prepare and file an appeal of value assigned by the Texas Comptroller of Public Accounts at no cost to the Client. The Firm shall represent the Client in any administrative hearing or any judicial proceeding relating to an appeal at no cost to the Client.

Article 3 *Compensation*

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, as follows:

(a) fifteen percent (15%) of the amount of all 2001 and prior year taxes, penalties (not including penalties assessed pursuant to Texas Property Tax Code Sections 33.07, 33.08 and 33.11, if applicable) and interest subject to the terms of this Agreement as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this Agreement, as and when collected;

(b) twenty percent (20%) of the amount of all 2002 and subsequent year taxes, penalties (not including penalties assessed pursuant to Texas Property Tax Code Sections 33.07, 33.08, 33.11 and 33.22, if applicable) and interest subject to the terms of this Agreement as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this Agreement, as and when collected; and

(c) the amount recovered as Texas Property Tax Code Section 33.48 attorney's fees subject to the terms of this Agreement as set forth in Paragraph 2.03 above, collected and paid to the collector of property taxes during the term of this Agreement, as and when collected.

(d) the amount recovered as Texas Property Tax Code Section 33.22 attorney's fees subject to the terms of this Agreement as set forth in Paragraph 2.03 above, collected and paid to the collector of property taxes during the term of this Agreement, as and when collected.

3.02 The Client shall pay the Firm by the twentieth (20th) day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalties and interest is made to the collector.

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 the software. Certain employees of the Client will be allowed access from the employees' computers to the Firm's proprietary software for inquiry purposes to the Client's accounts. The inquiry may be to look up information on a particular owner or property or to print a report that includes information from various owners or properties. In addition, 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

Costs

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated by this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any costs amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third-party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 The term of this Agreement shall be four (4) years. This Agreement shall be effective on December 1, 2025 (the "Effective Date") and shall expire on November 30, 2029 (the "Expiration Date"), unless extended as hereinafter provided. Either party may terminate this Agreement for any reason by giving the other party sixty (60) days advance notice of termination in writing ("Termination Date").

6.02 Unless prior to 60 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 term, this Agreement shall automatically be extended for an additional one (1) year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants and/or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six (6)

months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any tax, penalties and interest collected in the pending matters during the six (6)-month period.

6.04 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. It is expressly agreed that neither the expiration date nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six (6)-month period under Section 6.03 does not constitute any such waiver by the Firm.

Article 7

Miscellaneous

7.01 *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. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *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.

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

7.04 *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.

7.05 *Retention of Files.* 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 the 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.

7.06 *Compliance with Tx. Govt. Code §2271.002.* 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 terms of this Agreement.

7.07 *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.

7.08 *Compliance with TX. Govt. Code §2276.001-.002.* In order to comply with Tx. Govt. Code §2276.002, the Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the agreement.

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

7.10 *Survival of Terms and Conditions.* Provisions of this Agreement which provide for actions or obligations of either party or their agents after termination or expiration of this Agreement shall be deemed to survive such expiration or termination.

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.

**Splendora Independent
School District**

**Linebarger Goggan Blair &
Sampson, LLP**

By: _____
Allen Wells, President
Board of Trustees

By: _____
Norman J. Nelson, Partner

Date: _____

Date: _____

ATTEST:

By: _____
Kim Klepcyk, Secretary
Board of Trustees

Date: _____