

**CONTRACT FOR THE COLLECTION OF
DELINQUENT TAXES**

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS CONTRACT is made and entered into by and between **KELLER INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, acting by and through its governing body, hereinafter called Taxing Authority, and **PERDUE, BRACKETT, FLORES, UTT & BURNS, JV**, Attorneys at Law, Fort Worth, Texas, or their duly authorized representatives, hereinafter called the Firm.

I.

Taxing Authority agrees to employ and does hereby employ the Firm to enforce by suit or otherwise the collection of all delinquent taxes, penalty and interest owing to the Taxing Authority, which the Taxing Authority's Tax Collector refers to the Firm, provided current years taxes becoming delinquent within the period of this Contract shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this Contract that are not delinquent for any prior year become subject to the terms of this Contract on the 1st day of July, of the year in which they become delinquent; and
- B. Taxes that become delinquent during the term of this Contract on property that is delinquent for prior years shall become subject to its terms on the first day of delinquency; and
- C. Taxes that are delinquent for prior years but on which no tax suit or bankruptcy has been filed become subject to the terms of this Contract on the first day of this Contract; and
- D. Taxes that are delinquent for prior years on which tax suits or bankruptcies have been filed but have not been reduced to judgment and collected become

subject to the terms of this Contract six months from the expiration of the prior contract.

D. 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.

II.

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

III.

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.

IV.

Taxing Authority agrees to pay the Firm as compensation for services required hereunder all sums collected pursuant to Section 33.07 and Section 33.48 Texas Property Tax Code during the term of the contract.

V.

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.

VI.

The Firm further agrees to comply with and perform in accordance with its June 22, 2005 Proposal to the District.

VII.

This Contract shall commence on July 11, 2005 and continue through June 30, 2008. The Taxing Authority shall have the option to renew this contract for two (2) additional one year terms. Either party of this agreement shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement. The Firm shall have an additional six (6) months to

reduce to judgment all tax suits and bankruptcies filed and all payment agreements entered into prior to the date this agreement is terminated.

In consideration of the terms and compensation here stated, the Firm hereby accepts said employment and undertakes the performance of this Contract as above written.

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 Order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this 11th day of July, A.D., 2005, Tarrant County, Texas.

**PERDUE, BRACKETT, FLORES,
UTT & BURNS, JV**
Attorneys at Law
100 Main Street
Fort Worth, TX 76102

(817) 338-1700

By _____
Thomas E. Myers

ATTEST:

**KELLER INDEPENDENT
SCHOOL DISTRICT**

Board Secretary

By _____
President, Board of Trustees