

IV.

Taxing Authority agrees to pay the Law Firm as compensation for services required hereunder fifteen (15%) percent of the total amount of all delinquent taxes, penalty and interest which are subject to this contract and which are actually collected and paid to the Taxing Authority's Collector of Taxes. Other taxes, including current taxes, which are turned over to the Law 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 Law Firm and the Law Firm is entitled to fifteen (15%) of any amounts of delinquent taxes, penalties, and interest actually received by the Taxing Authority.

V.

Taxing Authority agrees to furnish to the Law 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.

This contract is drawn to cover a period beginning the 1st day of January, 2009, and ending the 31st day of December, 2011, provided that the Law Firm shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this agreement is terminated. At the end of the original term, the Taxing Authority shall have the option to renew for an additional one year term under the same fees, terms and conditions. Absent notice of non-renewal or notice that the contract has been extended, the contract will automatically renew on a month-to-month basis absent a 60-day written notice from one party to the other of the termination of the contract.

VII.

As part of the delinquent tax collection contract, the Law Firm agrees to produce and mail, at no cost to the Taxing Authority, notices pursuant to Section 33.08 of the Texas Property Tax Code to all delinquent property owners of the Taxing Authority and all delinquent taxpayers that the Taxing Authority is designated as the collector by law, and for all entities that have an agreement with the Taxing Authority pursuant to Section 6.30(b) of the Texas Property Tax Code.

VIII.

LAW FIRM SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS TAXING AUTHORITY AND ALL ENTITIES FOR WHICH SERVICES ARE PERFORMED UNDER THIS CONTRACT (THE "INDEMNIFIED PARTIES"), THEIR ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND REASONABLE EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE AND/OR PROVIDE A DEFENSE OF ANY ACTION AGAINST INDEMNIFIED PARTIES

ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PERFORMANCE OF LAW FIRM'S SERVICES UNDER THIS CONTRACT. LAW FIRM RESERVES THE RIGHT TO LITIGATE AND/OR SETTLE ANY AND ALL CLAIMS ARISING OUT OF, RESULTING FROM OR CONNECTED WITH THE PERFORMANCE OF LAW FIRM SERVICES UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE LAW FIRM, ITS AGENTS OR EMPLOYEES.

IX.

If at any time during the initial term of this Agreement or any extension thereof, the Taxing Authority determines that the Law Firm's performance under this Agreement is unsatisfactory, the Taxing Authority shall notify the Law Firm in writing of the Client's determination. The notice from the Taxing Authority shall specify the particular deficiencies that the Client has observed in the Law Firm's performance. The Law Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of the sixty (60) day remedial period, the Taxing Authority remains unsatisfied with the Law Firm's performance, the Taxing Authority may terminate this Agreement effective upon the expiration of thirty (30) days following the date of written notice to the Law Firm of such termination.

X.

Law Firm agrees to maintain a business office in Hidalgo County, Texas during the pendency of this contract. Law Firm further agrees to provide legal advice to the Hidalgo County Tax Office in the event legal advice is required by the Hidalgo County Tax Office. Any request for legal advice shall be made in writing to Law Firm and said request shall bear the signature of the Hidalgo County Tax Assessor-Collector.

In consideration of the terms and compensation here stated, the Law 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 the 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 the 16th day of December, 2008, Edinburg, Hidalgo County, Texas.

**PERDUE, BRANDON, FIELDER
COLLINS & MOTT, L.L.P. IN
ASSOCIATION WITH THE LAW
OFFICES OF JOHN DAVID FRANZ**

BY: 
CO-MANAGING ATTORNEY

HIDALGO COUNTY

BY: 
COUNTY JUDGE

- F. 1. Presentation for discussion, consideration and action for Hidalgo County to exercise it's option (pursuant to current contract provision VI) to give the required sixty (60) days written notice of termination to the firm of Purdue, Brandon, Fielder Collins & Mott, L.L.P. in Association with the Law Offices of John David Franz in connection with contract for the collection of delinquent taxes with an effective date of _____;**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval and with the termination date of December 31, 2008 and have Staff issue notice.

- 2. Requesting exemption from competitive bidding requirement under Texas Local Government Code 262.024 (a) (4), a professional service in connection with the provision of services related to delinquent tax collection;**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a 3 to 2 VOTE of approval.

Commissioner Garza – Nay.

Commissioner Palacios – Abstain.

- 3. Approval of a contract for the collection of delinquent taxes with the firm of Purdue, Brandon, Fielder Collins & Mott, L.L.P. in Association with the Law Offices of John David Franz.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval on the contract to start January 01, 2009 thru December 31, 2011 with one year option to renew with the same terms and conditions of 15% and a 60 days notice if the job not being done and no additional fees.

At this time Commissioner Garza steps out.

- G. Discussion, consideration and action on 457 Plan hardship withdrawal request for the following employees: #105098 & #079332.**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

- H. Elections Department:**

- 1. Discussion, consideration, and action to request assistance from Secretary of State to help administer the November elections or, in the alternative;**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

- 2. Approval to begin negotiations for the hiring of a private elections administration firm and request for exemption from competitive bidding requirement under Texas Local Government Code 262.024 (a) (4), a professional service in connection with the provision of services related to the November elections.**

NO ACTION taken on this item.