CONTRACT FOR APPEAL AND AUDIT SERVICES

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

SECTION I. PARTIES TO THE CONTRACT

THIS CONTRACT is made between the EANES INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, acting by and through its BOARD OF TRUSTEES, hereinafter called "the District," and PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P., Attorneys at Law, Houston, Texas, or their duly authorized representatives, hereinafter called "the Firm."

SECTION II. SERVICES PROVIDED

As allowed under Section 403.303 of the Government Code, the District agrees to employ and does hereby employ the Firm to represent the District in the administrative and judicial appeal of the Property Value Study performed by the Texas Comptroller of Public Accounts and utilized for the determination of state aid to the District if the District is assigned state value. Such services shall include the evaluation of the Property Value Study for the District, the preparation of an appeal if one is merited, representation in negotiations with the Comptroller's staff, representation in administrative hearings, and prosecution of an appeal to the courts, if one is necessary. The Firm agrees to incur the costs of preparing an appeal and representation of the District in any related administrative or judicial hearing.

If the District has invalid findings but is assigned local value because it is in year one or two of the grace period, the Firm shall, upon request from the District, represent the District in the administrative and judicial appeal of the Property Value Study.

In the event that the Comptroller assigns state value to the District, the Firm will review the self-reported information, and may, at its discretion, or, upon the District's request, shall file a self-report appeal on behalf of the District if the filing of such appeal will benefit the District.

The Firm also agrees to evaluate the District's need for an audit and prepare and file an audit request for the District under Section 403.302(h) of the Government Code if the filing of an audit request will benefit the District or if same is requested by the District.

The parties understand and acknowledge that the ability of the Firm to provide these services is contingent upon its receipt of timely and complete information from the District, the tax office that serves the District, and from the appraisal district(s) in which the District is located. The District agrees that if the Firm is unable to obtain any necessary information after reasonable attempts, the Firm shall not be liable for failing to perform the services to the extent caused by same. The parties also understand and agree that if errors, actions, or omissions of the Comptroller's Office make it administratively impossible for the Firm to fulfill its obligations under this contract, the Firm shall not be liable for failing to perform the services to the extent caused by same.

The parties also agree that if an audit will result in minimal additional funding to the District, the Firm, in consultation with the District, may choose not to submit the audit to the Comptroller's office. The purpose of this discretion is to avoid submitting minor audits to the Comptroller's office which will not materially benefit the District.

The District must review and approve any audit filed by the Firm on the District's behalf. The firm will not file any audit without the District's consent. The District understands that funding of school districts is complicated and dependent on many factors, including federal funding dollars or other funding which the District may receive and of which the Firm may be unaware. Therefore, it is the District's responsibility to review their own financial position and funding templates to ensure that filing an audit is in their best interest, provided District will rely on the Firm's advice that falls with the Firm's scope of work under this Agreement. The firm shall perform this Agreement in accordance with a commercially reasonable standard of care for similar services performed by a similar professional under like circumstances, provided that the parties recognize that the firm's scope of work does not include reviewing and determining all school finance issues at each school district and must work in partnership with the District to evaluate whether an audit should be filed.

SECTION III. COMPENSATION

If classified as a Chapter 48 district for purposes of school funding pursuant to the laws of the State of Texas for a year in which it received the benefits of this contract, then the District agrees to pay the Firm as compensation a contingent fee of ten percent (10%) of the additional state aid that the District obtains as a result of a complete appeal. If the Firm prepares and files only a self-report or if the Firm prepares and files an audit request, the District agrees to pay the Firm as compensation a contingent fee of seven and one-half percent (7.5%) of the additional state aid that the District obtains as a result of the self-report appeal or audit**.**

If classified as a Chapter 49 district for purposes of school funding pursuant to the laws of the State of Texas for a year in which it received the benefits of this contract, then the District agrees to pay the Firm as compensation a contingent fee of ten percent (10%) of the reduction in the amount that the District must pay to the State of Texas or to another school district. If the Firm prepares and files only a self-report appeal or if the Firm prepares and files an audit request, the District agrees to pay the Firm as compensation a contingent fee of seven and one-half percent (7.5%) of the reduction in the amount that the District must pay to the State of Texas or to another school district as a result of the self-report appeal or audit.

If the Firm agrees to file a Property Value Study appeal in a year in which the District is in the grace period and therefore has no funding at issue, the Firm will provide a quote for the appeal work prior to commencing it. If the District does not agree to the fee for this appeal in a timely manner, the Firm will not be obligated to perform the appeal.

Both parties contemplate that there may be changes in school funding by the State of Texas that may affect the calculation of compensation pursuant to this contract. In the event of a change in school funding by the State of Texas, the parties agree that the Firm shall be compensated for the applicable percentage for the services stated above as applied to the amount of increase in state aid received by the District or the amount of reduction in the amount that the District must pay to the

State of Texas or another school district, as applicable, as a result of the services rendered by the Firm.

Payment to the Firm shall be made within 30 days of the date of the invoice in the year following the year in which a complete appeal is prepared, unless a different payment schedule is agreed to in writing by the District and a partner of the Firm. Payment for audits or self-report appeal shall be made within 30 days of the date of the invoice, unless a different payment schedule is agreed to in writing by the District and a partner of the Firm. Payments shall be based upon the *Final Summary of Finance* for the District and all data will be sent to either the Chief Financial Officer or Business Manager of the District for review.

SECTION IV. TERMINATION

This Contract may be terminated by the District upon providing the Firm 30 days written notice of termination. If the Firm has undertaken to provide services pursuant to this contract prior to the date of termination, the Firm shall be entitled to compensation for any audit or appeal actually filed by the Firm prior to its receipt of notice of such termination.

SECTION V. STATUTORILY MANDATED CERTIFICATIONS

The Firm is legally required to make the following certifications:

A. The Firm verifies that it is currently in compliance with, and will comply in the future with, all provisions of Texas Government Code Section 2271.002 to not boycott Israel during the term of this contract. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Texas Government Code Section 808.001.

B. Pursuant to Texas Government Code Section 2274.002, the Firm hereby represents that it does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this Section, "Boycott Energy Company" shall have the meaning given such term in Texas Government Code Section 809.001.

C. The Firm verifies, pursuant to Texas Government Code Section 2274.003 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. For purposes of this Section, “discriminate against a firearm entity or firearm trade association” shall have the meaning given such term in Texas Government Code Section 2274.001.

D. Pursuant to Sections 2273.001-.005 of the Texas Government Code, the Firm hereby certifies that it is not an “abortion provider,” nor is it an “affiliate” of abortion provider.

E. The Firm also certifies, pursuant to Sections 2252.151-.154 of the Texas Government Code, that it does not engage in business with Iran, Sudan, or foreign terrorist organizations and will not during the term of the contract. The Firm verifies that it is not on a list prepared and maintained by the Comptroller of the State of Texas as identified under Section 806.051

(companies with business operations in Sudan), Section 807.051 (companies with business operations in Iran).

F. The Firm also certifies, pursuant to Sections 2252.151-.154 of the Texas Government Code, that it is not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Texas Government Code Section 2252.153 or Section 2270.0201, identifying it as a company 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. The Firm further certifies that it will not take any action that would cause it to be included on any such list by the Comptroller of the State of Texas.

SECTION VI.

A. ***Independent Firm.*** The Firm is an independent contractor and all persons employed to furnish services hereunder are employees of Firm and not of District.

B. ***Governing Law.*** This Agreement shall be governed by the laws of the State of Texas. The exclusive venue for any cause of action or claim arising out of this Agreement is in a state or federal court of competent jurisdiction in Travis County, Texas.

C. ***No personal liability; no waiver of immunity.*** Nothing in the Agreement shall be construed as creating any personal liability on the part of any officer, director, or employee of either Party, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either Party. The Parties agree that no provision of this Agreement extends either Party's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

D. ***No third-party beneficiaries.*** Neither Party shall assign all or any portion of this Agreement without the prior written consent of the other Party. Any attempted assignment without prior written consent shall be voidable.

E. ***Binding***. This Agreement shall insure to and bind the successors, assigns, agents and representatives of the parties.

F. ***Entire Agreement***. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and the attached specifications, the former shall be controlling.

G. ***Waiver.*** Waiver by either Party of a breach or violation of any provision of this Agreement is not a waiver of any subsequent breach.

SECTION VI. AUTHORIZED SIGNATURES

This Contract is executed on ______________________________, in duplicate originals in TRAVIS COUNTY, Texas.

Eanes Independent School District	Perdue, Brandon, Fielder, Collins, & Mott LLP
By:________________________________	By:________________________________
Name:______________________________	Name:______________________________
Title:______________________________	Title: Partner