

March 21, 2019
Vigo County, IN Board of Commissioners

RE: Agreement for Property Tax Legal Collections Services

Dear Commissioners:

I am writing to confirm the terms by which Vigo County, IN (the "County") has retained Buchanan & Bruggenschmidt, P.C. ("B&B") to provide legal services to the County Auditor, Treasurer and Commissioners in connection with the collection of delinquent real property taxes assessed against the tracts or items of real property remaining unsold following the conclusion of the Vigo County Tax Sale and Commissioners' Sale (the "Properties") pursuant to IC 6-1.1-22-10. We are grateful for the trust you have placed in us, an Indiana Certified WBE. Your signature below will create a binding contract between the County and B&B.

1. ***Scope of Engagement.*** The County has agreed to retain B&B to prosecute any and all claims brought against the owners of the Properties and any related entities or individuals as a result of or arising out of the nonpayment of property taxes, special assessments and penalties assessed against the Properties.

2. ***Billing Policies and Procedures.*** For this engagement, the County agrees to pay for our services on a contingency basis. I will be your primary contact on this engagement, but other professionals and staff members may work with me as needed. B&B will endeavor to include the below described attorney's fees in the amount to be collected against the owners of the Properties (IC 6-1.1-22-10 allows for the recovery of reasonable attorney's fees and collection costs) so that B&B's services provided hereunder may come at no cost to the County. B&B shall disburse the monies awarded to the County in the following order of priority:

- (A) B&B will be paid 27% of the gross settlement of the claim, if the case is resolved before trial. If the case is resolved at trial, then the attorneys' fee shall be 33% of the gross judgment or settlement of the claim.
- (B) All expenses will be paid from any monies remaining.
- (C) All remaining monies will be disbursed to the County.

3. ***Termination of Relationship.*** The County may terminate our relationship at any time, for any reason. However, the decision to do so does not affect the obligation to pay for services already rendered or to reimburse B&B for costs already incurred. If after additional investigation of these claims, B&B determines that it is not feasible to prosecute a given claim, upon notification to the County of such fact, B&B may withdraw from this

representation and this Agreement shall be terminated with respect to the property so withdrawn.

4. **Authorizations.** The County authorizes B&B to fully investigate any claims for which B&B has been retained to represent the County, and to file suit or other legal proceedings on the County's behalf, and to fully prepare for and prosecute these claims. B&B is further authorized to represent the County in negotiations with other attorneys, representatives of any board, commission, council, financial institution or court.

5. **Statutorily Required Provisions.** (A) B&B affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. B&B shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. B&B is not required to participate should the E-Verify program cease to exist. B&B shall not knowingly employ or contract with an unauthorized alien. B&B shall not retain an employee or contract with a person that B&B subsequently learns is an unauthorized alien. B&B shall require its subcontractors, who perform work under this Agreement, to certify to B&B that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. B&B agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor. (B) B&B and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. (C) B&B certifies and affirms under penalties for perjury that: (1) the person signing this Agreement is a duly authorized officer, agent, or representative of B&B; (2) that he or she has personal knowledge of the activities of B&B with respect to its investment activities; (3) B&B does not engage in investment activities in Iran, as that activity is defined in IC 5-22-16.5-1 et seq.; and B&B acknowledges that the County is entering into this Agreement in reliance upon the representations made in this certification.

Please carefully review this letter and, if its terms are acceptable, please sign where indicated and return a fully signed copy to me. We look forward to working with you and thank you for the opportunity to be of service.

Sincerely,

A handwritten signature in dark ink, appearing to read 'J. Alex Bruggenschmidt', is written over a horizontal line.

J. Alex Bruggenschmidt

The terms set forth above are understood and agreed:

Dated: April 23, 2019



Vigo County, Indiana Board of Commissioners
By its President, Mr. Brad Anderson

County Client References

Clark County

David Reinhardt, County Treasurer (812) 285-6205

Monty Snelling, County Auditor (812) 285-6211

Clinton County

Thomas Little, County Attorney (765) 654-4340

Dearborn County

Andrew Baudendistel, County Commissioners' Attorney (812) 537-4500

Connie Fromhold, County Auditor (812) 537-8807

Hamilton County

Robin Mills, County Auditor (317) 776-8401

Mark Heirbrandt, County Commissioner (317) 776-8498

Harrison County

Chris Byrd, County Commissioners' Attorney (812) 952-9476

Karen Engelman, Former County Auditor,
current State Representative (502) 751-3323

Henry County

Pat French, County Auditor (765) 529-2800

B. Gene Bundy, County Treasurer (765) 529-4404

Johnson County

Kathleen Hash, County Attorney (317) 346-4302

Pam Burton, County Auditor (317) 346-4310

LaPorte County

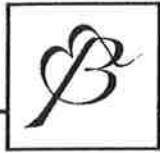
Joie Winski, County Auditor (219) 326-6806

Shaw Friedman, County Attorney (219) 326-1264

Shelby County

Mary Jo Phares, County Auditor (317) 392-6310

Kathy Plunkett, County Treasurer (317) 392-6375



**Buchanan &
Bruggenschmidt, P.C.**
ATTORNEYS

*Sample letter of
what Alex would
want to try to get
payment for other properties*

April 5, 2019

Via: certified mail, return receipt requested

Bradley & Louann Wisbey

129 Allendale Terrace

Terre Haute, IN 47902

**RE: Vigo County, Indiana (the "County") vs. Bradley & Louann Wisbey
("Property Owners")**

Provided as Part of Settlement Discussions Under Rule 408 of the Ind. Rules of Evidence

Property Owners:

I write in regard to the outstanding property tax liability for the real property identified as **Parcel No.: 84-06-27-336-004.000-002** (the "Property"). My firm represents the County in connection with its claims against you personally arising out of the nonpayment of property taxes for the Property. The County's records indicate that you currently owe **\$3,275.70** in delinquent property taxes, special assessments, penalties, interest or other costs associated with the Property. Your recent attempt at partial payment has been rejected by the County because the Property must be **fully** redeemed from the tax sale pursuant to I.C. 6-1.1-25-2. No partial payments can lawfully be accepted at this time.

Pursuant to I.C. 6-1.1-2-4, as the owners of record for the Property during the applicable assessment dates, you are *personally* liable for all delinquent property taxes, special assessments, penalties and costs associated therewith. Further, I.C. 6-1.1-22-10 specifically authorizes the County to initiate a civil lawsuit against you to recover the delinquent taxes and penalties associated with the Property as well as the County's costs and collection expenses, including reasonable attorney's fees. Once the County obtains a judgment against you in the civil lawsuit under I.C. 6-1.1-22-10, it may enforce that judgment through the garnishment of your wages or personal bank accounts.

Though my client is confident that it may recover additional amounts through litigation, in order to resolve this matter informally, demand is hereby made for you to pay **\$3,275.70** to the Vigo County Treasurer's Office by the close of business on **Friday, April 12, 2019**. Although the County would prefer to handle this matter amicably and without recourse to potentially protracted litigation, if payment of the above referenced demand of

Buchanan & Bruggenschmidt, P.C.
80 E. Cedar St.
Zionsville, IN 46077

Phone: 317-873-8396
Fax: 317-873-2276
www.bbinlaw.com

\$3,275.70 is not made by the deadline herein, the County has instructed my firm to initiate formal legal proceedings to recover its full damages and losses. Such legal proceedings will include an action against you personally for the amount demanded herein, as well as collection expenses and reasonable attorneys' fees incurred by the County.

Please understand that by pursuing any of these legal rights, the County is not in any way waiving its other rights or remedies, including without limitation its right to recover all amounts that currently are due and may later become due, and its costs, damages and reasonable attorneys' fees incurred in connection with this matter.

Sincerely,

J. Alex Bruggenschmidt
Attorney for Vigo County, Indiana
IN Atty. No. 28482-49

Steuben County

Kelli Johnson, Tax Sale Deputy Auditor

(260) 668-1000

Ext. 1212

Vermillion County

Florinda Pruitt, County Treasurer

(765) 492-5360

Washington County

Shirley Batt, County Treasurer

(812) 883-3307

White County

Gayle Rogers, County Auditor

(574) 583-1515

Whitley County

Laurell Schroeder, County Treasurer

(260) 248-3105

Matthew Shipman, County Attorney

(260) 248-8900