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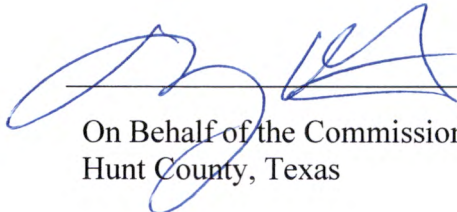
Written Findings as to the Collections Contract with Perdue Brandon Fielder  
Collins & Mott, LLP

In an open meeting, the Commissioner's Court for Hunt County considered all matters listed in Section 2254.1036(a)(1) of the Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP.

The Commissioner's Court, pursuant to Section 2254.1036(b) of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of Hunt County; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because Hunt County does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this Commissioner's Court hereby approves the contract by and between Hunt County and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent ad valorem taxes with services to be paid in accordance with Section 6.30 of the Texas Property Tax Code.

APPROVED and EXECUTED this the 28 day of June, 2022.



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On Behalf of the Commissioner's Court for  
Hunt County, Texas

CLERK  
DEPUTY

22 JUN 28 PM 12:04


FILED FOR RECORD  
BEGGINS LANDRUM  
COUNTY CLERK HUNT CO. TX

17,538 (2)

**CONTRACT FOR THE COLLECTION OF  
DELINQUENT TAXES**

FILED FOR RECORD  
at 1:30 o'clock P M

**JUN 28 2022**

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By 

**THE STATE OF TEXAS** §

§

**COUNTY OF HUNT** §

**SECTION I. PARTIES**

THIS CONTRACT (hereinafter referred to as the "Contract") is made between **HUNT COUNTY (hereinafter referred to as "Taxing Authority")**, a political subdivision of the State of Texas, acting by and through its governing body, and **PERDUE BRANDON FIELDER COLLINS & MOTT, L.L.P., (hereinafter referred to as the "Firm" or "Perdue Brandon")** Tyler, Texas, or their duly authorized representatives.

**SECTION II. SCOPE OF SERVICES**

Taxing Authority agrees to employ and does hereby employ the Firm to represent Taxing Authority to enforce, by litigation or otherwise, the collection of all delinquent taxes, penalties, and interest, owing to the Taxing Authority which the Taxing Authority's Tax Assessor-Collector refers to the Firm, provided current year's 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 tax year become subject to the terms of this Contract on the first (1<sup>st</sup>) day of the month in which penalties attach to the taxes pursuant to Sections 33.07 and 33.08 of the Texas Property Tax Code; and

B. Taxes on personal property that become delinquent during the term of this Contract that are not delinquent for any prior tax year become subject to the terms of this Contract on the first (1<sup>st</sup>) day of the month in which penalties attach pursuant to Section 33.11 of the Texas Property Tax Code. All delinquent personal property taxes shall be turned over to the Firm for collection sixty (60) days after the delinquency date of said taxes.

C. Taxes that become delinquent during the term of this Contract on property that is delinquent for prior tax years shall become subject to its term on the first (1<sup>st</sup>) day of delinquency when such property is under litigation or comes under litigation or is referred to the Firm for collection by the Taxing Authority's Tax Assessor- Collector.

D. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by litigation any delinquent tax account turned over to the Firm for collection.

### **SECTION III. THE FIRM'S COLLECTION OBLIGATIONS**

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

The Firm agrees to make progress reports to the Taxing Authority upon request and to advise the Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

### **SECTION IV. COLLECTION FEE**

Taxing Authority agrees to pay the Firm, as compensation for services rendered hereunder, the

percentages as set forth below, of the total amount of delinquent taxes, penalties, and interest which are subject to this Contract and which are collected and paid to the Taxing Authority's Tax Assessor-Collector, when an equal amount of Section 33.07, 33.08 or 33.11 penalties is recovered from the taxpayer:

Fifteen percent (15%) of 2001 and prior tax years collections,

Twenty percent (20%) of 2002 through 2021 tax years collections, and

Fifteen percent (15%) of 2022 and subsequent tax years.

Other taxes, including current taxes, which are turned over to the 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 Firm and the Firm shall be entitled to the appropriate percentage-based compensation, as set forth above, of any amounts of delinquent taxes, penalties, and interest received by the Taxing Authority. The Firm also is entitled to the appropriate percentage-based compensation as set for above, of current taxes received by the Taxing Authority when such percentage-based compensation is collected from the taxpayer prior to July 1<sup>st</sup> of any tax year.

Such compensation shall become the property of the Firm at the time such delinquent taxes, penalties, and interest are actually paid to Taxing Authority's Tax Assessor-Collector. The Tax Assessor-Collector shall pay said compensation to the Firm monthly by check.

**SECTION V. TAXING AUTHORITY'S OBLIGATIONS**

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, tax 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. Section 33.48(a) (4) of the Texas Property Tax Code provides: "In addition to other costs authorized by law, a taxing unit is entitled to recover...reasonable expenses that are incurred by the taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due..." The Firm agrees to advance on behalf of the Taxing Authority such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, the Taxing Authority assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against the Taxing Authority for uncollected costs or expenses.

**SECTION VI. COMMENCEMENT OF THE CONTRACT**

This Contract shall commence on July 1, 2022 and continue in force and effect until June 30, 2025, at which time the Contract will continue on a month-to-month basis thereafter. The parties may agree before the end of the term to extend this Contract.

## **SECTION VII. TERMINATION OF THE CONTRACT**

During the term of this Contract, either party shall have the right to terminate this Contract by giving the other party thirty (30) days written notice of their desire and intention to terminate this Contract.

In the case of such termination, the Firm shall be entitled to receive and retain all compensation due up to the date of said termination. Additionally, the Firm shall have an additional six months to bring to payment or judgment or otherwise resolve or nonsuit all tax litigation and bankruptcy claims filed by the Firm on behalf of the Taxing Authority prior to the termination of this Contract. During such six-month period, the Firm will be entitled to compensation in accordance with part IV of this Contract for delinquent taxes, penalties, and interest collected and paid to the Taxing Authority's Tax Assessor-Collector for which the Firm filed litigation prior to the termination of this Contract.

## **SECTION VIII. SEVERABILITY**

Every provision of this Contract is severable. If any term or provision hereof or hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract. Any remaining provisions shall be construed in a manner closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

### **SECTION IX. SUBCONTRACTORS**

The Firm shall not assign or subcontract any part of this Contract without the prior written approval of the Taxing Authority.

### **SECTION X. MANDATORY AND EXCLUSIVE VENUE**

Mandatory and exclusive venue for any lawsuit or other adjudicative proceeding involving dispute arising under this Contract shall be in Hunt County, Texas.

### **SECTION XI. LOCAL OFFICE**

The Firm agrees to open and maintain an office in Hunt County staffed by a full-time employee within 180 days of the commencement of this contract. Firm agrees to maintain this office throughout the initial and any subsequent terms of this agreement unless Taxing Authority provides written authorization to waive this provision.

### **SECTION XII. CONFIDENTIALITY**

The Parties to this Contract agree that each shall treat as confidential all information provided by a party to the others regarding such party's business and operations including proprietary technology and systems.

### **SECTION XIII. MANDATORY PROVISIONS**

Pursuant to Chapters 2252, 2271, and 2274 of the Texas Government Code, the Firm verifies that it does not and will not for the term of this contract boycott Israel or energy companies; that it does not have a policy which discriminates against a firearm entity or firearm trade

association nor will it create such a policy for the term of this contract; and that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

**SECTION XIV. ACCEPTANCE OF EMPLOYMENT**

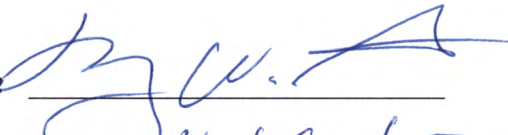
In consideration of the terms and compensation stated herein, The Firm hereby accepts said employment and undertakes performance under this Contract.


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 Resolution duly passed and recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the 28<sup>th</sup> day of June 2022 in Hunt County, Texas.

**HUNT COUNTY**

**PERDUE BRANDON FIELDER  
COLLINS & MOTT, L.L.P.**

By:   
Title: Hunt County Judge

By:   
Patrick K. Woods, Partner

ATTEST

By: 

Title: Hunt County Clerk