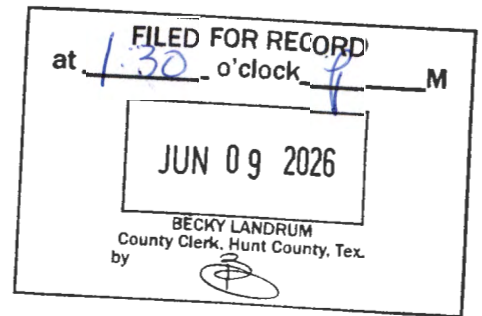


20125

**Disclosure Requirements - Section 2254, Government Code**

Section 2254 of the Government Code requires a contingent fee contract to be considered and approved at an open meeting by Hunt County. To comply with this, the following three items are required:

1. Public Notice – The Public Notice provided herein must be posted before or at the time the Hunt County gives written notice of their open meeting under Section 551.041 of the Texas Government Code.
2. Agenda Item – The Agenda Item provided herein must be placed in the agenda for the open meeting.
3. Written Findings – At the open meeting, Hunt County must approve the Agenda Item for the contingent fee contract, and it must approve and sign the Written Findings provided herein.



**Agenda Item:**

Take action to approve a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP, pursuant to Section 552.001(b) of the Texas Local Government Code, said contract being for the collection of delinquent ad valorem accounts owed to Hunt County and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code.

**Public Notice:**

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, the Hunt County will consider approving a contingent fee contract with the law firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. ("Firm") and hereby posts this notice pursuant to Sec. 2254.1036 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

A. Hunt County is pursuing a contract with the Firm for the collection of delinquent ad valorem accounts owed to Hunt County. Through this contract Hunt County seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).

B. Hunt County believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for over 50 years, including the collection of delinquent ad valorem accounts. The Firm currently has 15 primary offices and multiple satellite offices throughout Texas, Oklahoma and Florida. It employs more than 400 individuals, including 65 attorneys. It uses a multi-office, fully integrated team approach allowing Hunt County access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes a proprietary collection software that can be tailored to meet any special need Hunt County may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and workflow.

C. The nature of any relationship between Hunt County and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C). The Firm currently represents Hunt County in the collection of delinquent ad valorem taxes.

D. Hunt County is unable to collect its own delinquent ad valorem accounts. GOVT. CODE § 2254.1036(1)(D). Hunt County currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to Hunt County.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Texas Local Government Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent ad valorem accounts. This percentage-based fee is assessed only against the debtor and not Hunt County or taxpayers of Hunt County. The collection of delinquent ad valorem accounts is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amount of the delinquent ad valorem accounts due. Moreover, Hunt County will bear the cost of these hourly fees and not the debtor, because Texas law does not expressly authorize Hunt County to pay for collection services based on an hourly fee.

F. Hunt County believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting and mailing to collect the delinquent ad valorem account. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to Hunt County or its taxpayers.

**Written Findings:**

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

In an open meeting, 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 City Council, 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, Hunt County hereby approves the formation of the contract by and between the City and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent ad valorem accounts with services to be paid in accordance with Section 552.001(b) of the Texas Local Government Code.

APPROVED and EXECUTED this the 9 day of June, 2026.

  
\_\_\_\_\_  
Bobby Stovall  
Hunt County Judge

**CONTRACT FOR THE COLLECTION OF  
DELINQUENT TAXES**

**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. Each of which may be referred to in the singular as "Party" or in the plural as "Parties." The Parties acknowledge that this Agreement creates an attorney-client relationship.

**SECTION II. SCOPE OF SERVICES**

Taxing Authority agrees to engage and does hereby engage the Firm to represent Taxing Authority to enforce, by litigation or otherwise, the collection of all delinquent taxes (and current year's taxes becoming delinquent within the period of this contract), penalties, and interest, owing to the Taxing Authority which the Taxing Authority's Tax Assessor-Collector refers to the Firm and 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. 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 below.

### **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.

Upon request, the Firm will provide progress reports and customized collection activity reports on all accounts to the Taxing Authority and will present a collection report at a meeting of the governing body of the Taxing Authority.

The Firm agrees to provide information advice and guidance to the Taxing Authority on legal issues arising from delinquent tax collections, legislative changes to the Texas Property Code and truth-in-taxation matters.

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

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

percentage 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 and  
Twenty percent (20%) of 2002 through 2021 tax year collections,  
Fifteen percent (15%) of 2022 and subsequent tax year collections.

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 be effective on July 1, 2026 (the "Effective Date") and continue in effect for a term expiring (5) five years after the Effective Date ("Initial Term"), at which time the Contract will continue on a month-to-month basis thereafter. This Contract supersedes any prior written or oral agreements between the Parties on the matters contained in this Contract.. The Parties may extend the term of the Contract by mutual written agreement.

#### **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 (6) 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 the Section of this Contract entitled "Compensation Fees" 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. ASSIGNMENT AND SUBCONTRACTORS**

This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

#### **SECTION XI. 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 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, 2274 and 2276 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 REPRESENTATION**

This Agreement contains the entire agreement between the Parties hereto and may only be modified in a mutually agreed upon written amendment executed by the Parties. In consideration of the terms and compensation stated herein, The Firm hereby accepts said representation 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 Order duly passed and recorded in its minutes.

#### **SECTION XV. NOTICE**

Any and all notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given if sent by both email and certified mail, return receipt requested, postage prepaid, and addressed as follows:

**If to Firm:**

Patrick Woods  
110 N. College Ave., Suite 1202  
Tyler, Texas 75702  
pwoods@pbfc.com

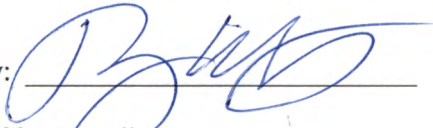
**If to Taxing Authority:**

Hunt County Clerk  
2507 Lee Street, 2<sup>nd</sup> Floor  
Greenville, TX 75401


WITNESS the signatures of all Parties hereto in duplicate originals this the \_\_\_\_\_ day of \_\_\_\_\_ 2026 in Hunt County, Texas.

**HUNT COUNTY**

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

By:   
Bobby Stovall  
Hunt County Judge

By: \_\_\_\_\_  
Patrick K. Woods  
Partner

Attest  
By:   
Becky Landrum  
Hunt County Clerk

**HUNT COUNTY**

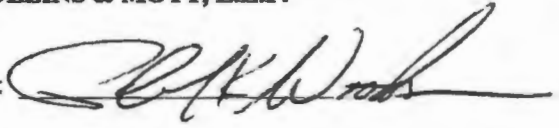
By: \_\_\_\_\_



**Bobby Stovall  
Hunt County Judge**

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

By: \_\_\_\_\_



**Patrick K. Woods  
Partner**

Attest

By: \_\_\_\_\_



**Becky Landrum  
Hunt County Clerk**

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Perdue Brandon Fielder Collins & Mott, LLP

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No


B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

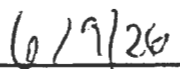
Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Not applicable

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Perdue Brandon Fielder Collins & Mott LLP  
 Houston, TX United States

Certificate Number:  
 2026-1474851

Date Filed:  
 06/09/2026

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hunt County

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

N/A  
 Delinquent tax collection services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO interested Party.**


**6 UNSWORN DECLARATION**

My name is Patrick McArthur and my date of birth is July 1, 1979.

My address is 110 N. College Ave., Suite 1202, Tyler, TX, 75702, US.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Smith County, State of Texas, on the 9th day of June, 2026.  
(month) (year)



Signature of authorized agent of contracting business entity  
 (Declarant)