

**FILED**  
The 17<sup>th</sup> day of May, 2023  
at 3:35 o'clock P. M.  
STELLA DOYAL  
Clerk County Court Hardeman County, Texas

**Public Notice:**

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, Hardeman County "County", will consider entering into 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. 2254.106 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(a)(2) of the Government Code and shall announce the following:

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

B. The County believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(a)(1)(B). The Firm has collected delinquent government receivables for more than 50 years, including the collection of delinquent ad valorem taxes. The Firm currently has 14 primary offices and multiple satellite offices nationwide. It employs more than 400 individuals, including over 60 attorneys. It uses a multi-office, fully integrated team approach allowing the 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 proprietary collection software that can be tailored to meet any special need the 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 the County and the Firm is as follows. GOVT. CODE § 2254.1036(a)(1)(C).

The Firm has no previous relationship with the County.

D. The County is unable to collect its delinquent ad valorem taxes. GOVT. CODE § 2254.1036(a)(1)(D). The 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 the County.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(a)(1)(E). The Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent ad valorem taxes. This percentage-based fee is assessed only against the debtor and not the County or taxpayers of the County. The collection of delinquent ad valorem taxes 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 delinquent ad valorem taxes due. Moreover, the County will bear the cost of these hourly fees and not the

debtor, because the Tax Code does not expressly authorize the County to pay for collection services based on an hourly fee.

F. The County believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(a)(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 debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the County or taxpayers in the County.

**Written Findings:**

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

In an open meeting, the Hardeman County Commissioners Court for Hardeman 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 Commissioners 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 Hardeman 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 Hardeman County does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this Commissioners court hereby approves the contract by and between Hardeman 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 Tax Code.

APPROVED and EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2023.

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On Behalf of the Commissioners Court for  
Hardeman County, Texas

**CONTRACT FOR THE COLLECTION  
OF DELINQUENT TAXES**

**THE STATE OF TEXAS       §**  
  **§**  
**COUNTY OF HARDEMAN     §**

**SECTION I. PARTIES**

THIS CONTRACT (hereinafter referred to as the "Contract") is made between **HARDEMAN 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")** Wichita Falls, Texas, or their duly authorized representatives.

**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, 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

**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 is to meet regularly with the Taxing Authority's Tax Assessor-Collector or other Tax Office personnel to discuss matters that arise from day-to-day operations. 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%)

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 be effective on May 22, 2023 (The "Effective Date") and continue in force and shall expire three years later on the same day in 2026 (The "Expiration Date") unless extended as hereinafter provided. This Contract amends, supersedes, and replaces any prior Contracts for the Collection of Delinquent Taxes signed.

**SECTION VII. TERMINATION OF THE CONTRACT**

Unless prior to 90 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, the Agreement shall be automatically extended for additional two year periods without the

necessity of any further action by either party. In the absence of any such 90 day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive two-year terms in the same manner at the end of each renewal period.

If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this agreement is unsatisfactory the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have ninety (90) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that ninety-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of ninety days following the date of written notice to the Firm of such termination ("Termination Date").

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 Wichita County, Texas.

#### **SECTION XI. 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 XII. 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 the 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 XIII. ACCEPTANCE OF REPRESENTATION**

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.

*{Signature Page to Follow}*

WITNESS the signatures of all parties hereto in duplicate originals this the \_\_\_\_ day  
of \_\_\_\_\_ 2023 in Hardeman County, Texas.

**HARDEMAN COUNTY**

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

By: \_\_\_\_\_  
Ronald Ingram, County Judge

By: \_\_\_\_\_  
Justin Brom, Partner

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