AGENDA ITEM
A 8

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: _____

Meeting Date: 7.27.2026

Submitted By: County Judge's Office

Department: _____

Signature of Elected Official/Department Head:

_____

Court Decision:
This section to be completed by County Judge's Office

Johnson County APPROVED Commissioners Court
07/27/2026

Description:

Consider and Approve a Contingent Fee Contract with Perdue, Brandon, Fielder, Collins, & Mott, LLP Pursuant to the Local Government Code and the Texas Property Tax Code for the Collection of Delinquent PACE Assessments, Authorize the County Judge to Sign the Contract, and Approve the Written Findings as to the Contract. Notice of said Contract is Posted with the Agenda in Accordance with Section 2254 of the Government Code-County Judge's Office

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☑ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

☑ Action Item ☐ Consent ☐ Workshop ☐ Executive ☐ Public Announcement

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☐ Purchasing ☐ Auditor

☐ Personnel ☐ Development Services ☐ Facilities Management

Other Department/Official (list) _____

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Approved in CC on 9/11/2023

CONTRACT FOR THE COLLECTION OF DELINQUENT PACE ASSESSMENTS

THE STATE OF TEXAS	§
	§
COUNTY OF JOHNSON	§

SECTION I. PARTIES

THIS CONTRACT (hereinafter referred to as the "Contract") is made between JOHNSON County, Texas **(hereinafter referred to as "County")**, a political subdivision of the State of Texas, acting by and through its governing body, and **PERDUE BRANDON FIELDER COLLINS & MOTT, LLP**, **(hereinafter referred to as the "Firm" or "Perdue Brandon")**, each a "Party" and collectively, "Parties."

SECTION II. SCOPE OF SERVICES

County agrees to engage the Firm to represent County to enforce collection of all delinquent Property Assessed Clean Energy Act ("PACE") Assessments pursuant to Chapter 399 of the Texas Local Government Code upon the following conditions:

A. Assessments that become delinquent during the term of this Contract are subject to Sections 33.07, 33.08, and 33.48 of the Texas Property Tax Code; Section 399 of the Local Government Code; and

B. County reserves the right to make the final decision as to whether or not to enforce by litigation any Delinquent PACE Assessment account turned over to the Firm for collection.

SECTION III. THE FIRM'S COLLECTION OBLIGATIONS

Upon request, the Firm will provide progress reports and customized collection activity reports on all accounts to the County and will present a collection report at a meeting of the

governing body of the County. The Firm will advise the County of all cases where investigation reveals assessment property owners to be financially unable to pay their Delinquent PACE Assessments.

The Firm is to meet regularly with the Johnson County Commissioner's Court and other necessary personnel to discuss matters that arise from day-to-day operations. Upon receipt of a delinquent account, the Firm will review the underlying agreement and make a determination if a third party is needed to assist with collection. County agrees to work with third-party if necessary. The Firm agrees to provide information, advice, and guidance to the County on legal issues arising from Delinquent PACE Assessment collections.

SECTION IV. COLLECTION FEE

County agrees to pay the Firm, as compensation for services rendered hereunder, the percentage as set forth below, of the total amount of Delinquent PACE Assessments, penalties, and interest which are subject to this Contract and which are collected and paid to the County, when an equal amount of Section 33.07, 33.08 or 33.11 penalties are recovered from the assessment property owners:

Twenty percent (20%) of all Delinquent PACE Assessment collections for 2026 assessment years and each year thereafter.

Other Delinquent PACE Assessments which are turned over to the Firm 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 PACE Assessments, penalties, and interest received by the County.

Such compensation shall become the property of the Firm at the time such Delinquent PACE Assessments, penalties, and interest are actually paid to County. The County shall pay said compensation to the Firm monthly by check or electronic transfer.

SECTION V. COUNTY'S OBLIGATIONS

County agrees to furnish to the Firm all data and information as to the name and address of the nonpayer of Assessments, the legal description of the property, and amount of Assessments due. County further agrees to update said information by furnishing a list of paid accounts and adjustments 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 tax is due..." The Firm agrees to advance on behalf of the County such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, the County 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 County for uncollected costs or expenses.

SECTION VI. COMMENCEMENT OF THE CONTRACT

This Contract shall commence on the date of execution and continue in force and effect until _____, 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. Both County and Perdue Brandon agree this Contract is separate from, and does not modify or terminate, the existing Contract between County and Firm to collect delinquent ad valorem taxes within Johnson County.

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 litigation and bankruptcy claims filed by the Firm on behalf of the County prior to the termination of this Contract. During such six-month period, the Firm will be entitled to compensation in accordance with Section IV of this Contract for Delinquent PACE Assessments, penalties, and interest collected.

SECTION VIII. SEVERABILITY

Every provision of this Contract is severable. If any term or provision hereof or hereafter is 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. CONFIDENTIALITY

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

SECTION X. MANDATORY PROVISIONS

Notice to Clients

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. Please call 1-800-932-1900 for more information.

The Firm hereby represents and warrants that at the time of this Contract neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

By signing and entering into the Contract, the Firm verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Contract. "Boycott Israel" has the meaning assigned by Section 808.001, Government Code. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code.

By signing and entering into the Contract, the Firm verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

SECTION XI. 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 County by the presiding officer of its governing body who is authorized to execute this instrument.

SECTION XII. MANDATORY AND EXCLUSIVE VENUE

Mandatory and exclusive venue for any lawsuit or other adjudicative proceeding involving dispute arising under this Contract shall be in Johnson County, Texas. Furthermore, it is agreed that the parties will attempt to mediate any potential dispute prior to the initiation of any lawsuit or adjudicative proceeding.

WITNESS the signatures of all parties hereto in duplicate originals this the 27th day of July 2026 in Johnson County, Texas.

By:

JOHNSON COUNTY, TEXAS

Chris Boedeker, County Judge

PERDUE BRANDON FIELDER COLLINS & MOTT, LLP

Partner

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

Pursuant to Section 2254.1036 of the Government Code, the Commissioner's Court of Johnson County, Texas 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 Johnson 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 Johnson 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 Johnson County and Perdue, Brandon, Fielder, Collins & Mott, LLP, for professional legal services regarding the collection of delinquent PACE assessments with services to be paid in accordance with the Local Government Code and the Texas Property Tax Code.

APPROVED and EXECUTED this the 27th day of July, 2026.

On Behalf of Johnson County, Texas

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, Johnson County, Texas (the "County") has established a PACE (Property Assessed Clean Energy) Program wherein the County agrees to impose contractual assessments on qualified projects being administered by Texas PACE Authority, an independent third party, pursuant to the PACE Act, codified in Chapter 399 of the Local Government Code. The contractual assessments are imposed to secure repayment of financing provided to qualified projects within the County;

WHEREAS, the County will consider entering into a contingent fee contract with the law firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. ("Firm") for the purpose of collecting delinquent PACE assessments 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. The County is pursuing a contract with the Firm for the collection of PACE assessments which become delinquent under certain Owner and Lender Contracts entered into pursuant to Chapter 399 of the Local Government Code.

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 over 50 years, including the collection of delinquent taxes. The Firm currently has 15 primary offices and multiple satellite offices throughout Texas, Oklahoma, and Florida. 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 represents the County in the collection of delinquent taxes, delinquent fines and fees due to the District and County Courts, and delinquent fines and fees for the Justice Courts.

D. The County is unable to collect delinquent PACE assessments. 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. Furthermore, the County is authorized to contract with an entity to perform the duties of the County relating to the

collection of assessments imposed under the PACE Act. Tex. Loc. GOVT. CODE § 399.015(a).

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(a)(1)(E). The assessment lien may be enforced by the County in the same manner that a property tax lien against real property may be enforced by a local government to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution. Delinquent installments of the assessments incur interest and penalties in the same manner as delinquent property taxes, and a local government may recover costs and expenses, including attorney's fees, in a suit to collect a delinquent PACE assessment in the same manner as in a suit to collect a delinquent property tax. Tex. Loc. GOVT. CODE §§ 399.014(c-e). The Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent taxes. This percentage-based fee is assessed only against the debtor and not the County or taxpayers of the County. The County will bear the cost of hourly fees for collection of delinquent PACE assessments 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 of the number of hours the Firm spends researching, contacting, and mailing to collect the delinquent PACE assessment. 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.

Executed this the 21st day of July, 2026.

On Behalf of Johnson County, Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2026-1494857

Date Filed:
07/28/2026

Date Acknowledged:

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
Arlington, TX United States

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

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
Collection of Delinquent PACE assessments

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. [X]

6 UNSWORN DECLARATION

My name is ALISON DAVIS CALLISON, and my date of birth is 8/25/1983.

My address is 501 E. BORDER ST. STE 410, ARLINGTON (city), TX (state), 76010 (zip code), U.S. (country).

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

Executed in TARRANT County, State of TX, on the 28th day of July (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)