

*Purchasing Dept.*

E-22-0614-11-15

*23 A.*  
*OK*

**Hidalgo County**

- 1. AI-88417 A. Requesting approval of the following Change Order in connection with the construction of the Hidalgo County Courthouse from the contracted vendor, Morganti Texas, Inc.;

Description	Total Amount
Change Order MTI - 86 Installation of fire smoke dampers	(not to exceed) \$105,997.00

*\$88,356.00*  
*actual amt.*

**APPROVED**

Requesting authority  
County Judge and/or Valde Guerra, Executive Officer to sign required documents.

*OK*

- 2. AI-88246 A. Requesting authority to exercise the second extension for a one-year (1) term renewal under the same rates, terms and conditions with Linebarger Goggan Blair & Sampson LLP, as permitted in the current contract for "Legal Services for Delinquent Tax Collection" (C-18-219-11-06).

*P3/2*

- B. Possible action to approve a <sup>*Order*</sup>~~Resolution~~ regarding approval for one-year (1) term renewal under the same rates, terms, and conditions with Linebarger Goggan Blair & Sampson, LLP pursuant to Tex. Govt Code § 225.4.1036(b) and Notice Provided to the Public for the legal services necessary to collect delinquent property taxes.

- 3. AI-88364 Requesting approval of Supplemental Agreement No.1 to C-21-0819-11-16, between Hidalgo County and B2Z Engineering, LLC. to extend the contract termination date for an additional one year; to provide professional construction management services required for the Pre-Design Phase of the Hidalgo County Phase II Project - Courthouse Demolition and Other Services.

- 4. AI-88297 A. Requesting authority and approval to advertise the procurement packet as attached hereto for Excess Workers' Compensation Insurance including the re-advertising if necessary.

- B. Requesting action to appoint an Evaluation Committee to grade the proposals received for Excess Workers' Compensation Insurance;

- Chief Suarez*
- Chief Garza*
- George Arcuate*
- Dr. Culbertson*
- Chief Sulman*

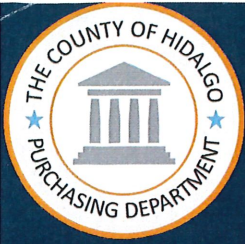
**B. County Judge's Office**

*OK*

- 1. AI-88276 a Presentation of evaluation and scoring grid for the sole response received in connection with the Request for Qualifications for County Wide "Broadband Access Study and Expansion Plan Consulting Services" (RFQ 22-0497-10-12-ABV).

Respondent	Cobb Fendley and Associates, Inc.
Evaluator No.1	4.8
Evaluator No.2	4.6

*P1/3*



2812 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

# MEMORANDUM

**TO:** Monica Salinas, Commissioners Court Administrator  
**FROM:** Pablo Granados, Contract Specialist II  
**DATE:** October 6, 2022  
**RE:** Project No. 22-0614-PEG  
Extension of Contract C-18-219-11-06

Contract C-18-219-11-06 between Hidalgo County and Linebarger Goggan Blair & Sampson, LLP for "Legal Services for Delinquent Tax Collection" will expire on December 31, 2022. We have the option to renew this contract for the second (2) of three (3) one (1) year extension.

For your review and consideration, the current contract is enclosed. Please advise what action Executive Office would like the Purchasing Department to take by making a selection below:

- Renew the contract with the same rates, terms, and conditions
- Allow the contract to expire, as those services are no longer needed
- Look for new vendors (allow contract to expire, terminate early, and/or rebid)

Please sign and return this notice as acknowledgement of receipt by **October 13, 2022**. Following your response, our office will send you a tentative schedule for this project. If no action is taken by the deadline stated, we will proceed with renewing this contract to ensure there's no lapse in services.

Valde Guerra

10/18/22

Name

Signature

Date

Please include the account number(s) for the above reference project:

Account No.: n/a - Revenue Account

Should you have any questions or need additional information, I may be reached at extension 4878.

peg



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Edinburg, Texas 78539  
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## MEMORANDUM

October 19, 2022

Linebarger Goggan Blair & Sampson, LLP  
1512 South Lone Star Way  
Edinburg, Texas 78539

Delivered via email: [Lucyc@lgbs.com](mailto:Lucyc@lgbs.com)  
Term: 01/01/2023-12/31/2023

Re: Project No. 22-0614-PEG  
Extension 2 of 3 for Contract #: C-18-219-11-06  
"Legal Services for Delinquent Taxes Collection"

Dear Ms. Canales,

This letter is to notify you that Hidalgo County has chosen the option to exercise the 2 of 3, one (1) year extension under the same rates, terms, and conditions for the above referenced project.

To proceed, please return the following to Hidalgo County Purchasing Department via email to [pablo.granados@co.hidalgo.tx.us](mailto:pablo.granados@co.hidalgo.tx.us) no later than 4PM on Tuesday, October 25, 2022:

1. Certificate of Interest Parties – Form 1295 [Link to File Form \(state.tx.us\)](http://state.tx.us)
  - a. On box 3, please reference – **22-0614-PEG Legal Services**
2. Updated Certificate of Insurance – ensure Hidalgo County is listed as a Certificate Holder
3. Signed Acknowledgment of Receipt of this Notice from an authorized representative

This item will be placed on the agenda for Commissioners' Court approval on **Tuesday, November 01, 2022**. Failure to submit all items requested in a timely manner, may result in delay of award.

<i>Lucy G. Canales</i>	<i>Lucy G. Canales</i>	<i>10/20/2022</i>
Authorized Representative Name	Signature	Date

Hidalgo County Purchasing Department appreciates your business. If any further assistance is required, please do not hesitate to call Pablo Granados, Contract Specialist II, at (956) 318-2626, extension 4878.

Sincerely,

*Eduardo Belmarez /og.*  
Eduardo Belmarez, MBA, CPM  
Hidalgo County Purchasing Director

# NOTICE OF A PUBLIC MEETING

Notice is hereby given that a meeting of Hidalgo County will be held on Tuesday, November 15, 2022 at 10:00 AM for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect delinquent property taxes and authorizing the execution of such agreement.

The agreement to be considered is necessary for the delinquent taxes owed to Hidalgo County to be collected in the most effective manner. The County desires that such delinquent tax, penalties and interest be collected as provided in the Texas Tax Code.

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest delinquent tax collection law firm in the State of Texas, as well as the United States and having been engaged in this specialized legal service for more than 45 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that the County does not currently possess.

Linebarger Goggan Blair & Sampson, LLP has represented Hidalgo County for the past 7 years with competence and professionalism, in the collection of delinquent property taxes, beginning on January 1, 2015.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of Hidalgo County due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in-house attorneys and staff with the level of experience and competence necessary to perform these activities.

Linebarger will be compensated on a contingent fee basis as provided in the Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48. These Texas Tax Code sections specifically provide for an additional penalty on delinquent taxes to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to the County.

Entering into the proposed agreement is in the best interests of the residents of the County because the delinquent taxes will be professionally and competently collected without the additional costs to Hidalgo County of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.



**ORDER ON PROFESSIONAL LEGAL SERVICES CONTRACT  
(Pursuant to Section 2254.1036 of the Texas Government Code and Tax Code Sections 6.30,  
33.07, 33.08, 33.11, and 33.48 for the collection of delinquent tax collections services)**

WHEREAS, the Texas Tax Code 6.30, 33.07, 33.08, 33.11, and 33.48, provides that the Commissioners Court of a County may enter into a contract with a private attorney/firm for the collection of Delinquent Tax Collection Services; and

WHEREAS, pursuant to Chapter 2254 of the Texas Government Code, the Hidalgo County Commissioners Court may enter into a contingent fee contract with a private attorney/firm for the rendition of professional legal services so long as the requirements of Chapter 2254 have been met; and

WHEREAS, the Commissioners Court of Hidalgo County has entered into a contract with the law firm of Linebarger Goggan Blair & Sampson, LLP (the "Firm") for the Delinquent Tax Collection Services and now seeks to extend the agreement for said services for an additional one year renewal term under the same rates, terms and conditions; and

WHEREAS, the Commissioners Court desires to exercise the one year renewal term of the agreement for services that the Firm will perform for all legal services necessary to collect delinquent taxes and penalties provided by Sections 6.30, 33.07, 33.08, 33.11, and 33.48 as authorized by the Texas Tax Code;

NOW, THEREFORE, THE COMMISSIONERS COURT of HIDALGO COUNTY hereby finds the following:

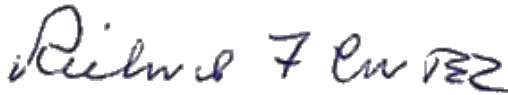
1. The County requires that the delinquent taxes and penalties be collected as provided by law. *See* GOVT. CODE § 2254.1036(1)(A).
2. The engagement of the Firm in a professional services contract for the collection of said delinquent taxes and penalties owed to the County was necessary to assist in obtaining the maximum amount of outstanding delinquent taxes and penalties owed and in the most cost effective and expeditious manner. *See* GOVT. CODE § 2254.1036(1)(A).
3. The County finds the Firm has the competency, qualifications, and experience necessary in fulfilling the contract, as amended, required by Government Code § 2254.1036(1)(B). The Firm has collected delinquent government receivables for over 45 years, including the collection of delinquent taxes and penalties. The Firm currently is a national law firm several primary offices and multiple satellite offices throughout Texas that employ more

than hundreds of individuals and attorneys. The firm has provided a unique service offering, combining the business of collections and advanced technology with the practice of law. The Firm's collection programs include supervision and participation of Attorneys in order to laws that govern the collection industry, and the laws of the State of Texas.

4. The nature of any relationship between the County and the Firm is as follows. *See* GOVT. CODE § 2254.1036(1)(C). The Firm has previously represented the County of Hidalgo and has contracted with the County for collection of delinquent tax service from January 1, 2019 through the present date, and therefore, has an established relationship.
5. The specialized legal services required cannot be performed by the attorneys and supporting personnel of the County due to the respective cost, infrastructure and technology needed to perform these services. *See* GOVT. CODE § 2254.1036(1)(D).
6. These collection services cannot be provided for on an hourly fee basis. *See* GOVT. CODE § 2254.1036(1)(E). Delinquent tax collections services, as provided by Sections 6.30, 33.07, 33.08, 33.11, and 33.48 of the Texas Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent taxes and penalties. An hourly fee for such work will likely exceed the amount of delinquent taxes and penalties. 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.
7. The current contingent fee contract, as amended, for delinquent tax services is in the best interest of the County. *See* 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 taxes and penalties. 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.

Passed and Adopted, this Tuesday day of November 15, 2022.

It is so ordered:



**RICHARD F. CORTEZ**  
County Judge



David Fuentes (Nov 16, 2022 20:02 CST)

**DAVID L. FUENTES**  
County Commissioner, Pct. 1



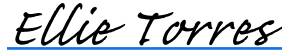
Eduardo Cantu (Nov 22, 2022 09:31 CST)

**EDUARDO "EDDIE" CANTU**  
County Commissioner, Pct. 2



Everardo "Ever" Villarreal (Nov 28, 2022 08:39 CST)

**EVERARDO "EVER" VILLARREAL**  
County Commissioner, Pct. 3



Ellie Torres (Nov 28, 2022 12:41 CST)

**ELLIE TORRES**  
County Commissioner, Pct. 4



**Attest: ARTURO GUAJARDO, JR.**  
County Clerk



# Order Extending Contract (E-22-0614-11-15)

Interim Agreement Report











2022-11-28

Created:	2022-11-16
By:	Pablo Granados (pablo.granados@co.hidalgo.tx.us)
Status:	Out for Approval
Transaction ID:	CBJCHBCAABAARCFCCuUnytAfzSzUUxgbFMfU5Mbt7-W4

## Agreement History


Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

## "Order Extending Contract (E-22-0614-11-15)" History

-  Document created by Pablo Granados (pablo.granados@co.hidalgo.tx.us)  
2022-11-16 - 7:13:41 PM GMT
-  Document emailed to countyjudge@co.hidalgo.tx.us for signature  
2022-11-16 - 7:31:32 PM GMT
-  Email viewed by countyjudge@co.hidalgo.tx.us  
2022-11-16 - 9:10:51 PM GMT
-  Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F Cortez  
2022-11-16 - 9:45:47 PM GMT
-  Document e-signed by Richard F Cortez (countyjudge@co.hidalgo.tx.us)  
Signature Date: 2022-11-16 - 9:45:49 PM GMT - Time Source: server
-  Document emailed to david.fuentes@co.hidalgo.tx.us for signature  
2022-11-16 - 9:45:50 PM GMT
-  Email viewed by david.fuentes@co.hidalgo.tx.us  
2022-11-17 - 2:02:01 AM GMT
-  Signer david.fuentes@co.hidalgo.tx.us entered name at signing as David Fuentes  
2022-11-17 - 2:02:33 AM GMT
-  Document e-signed by David Fuentes (david.fuentes@co.hidalgo.tx.us)  
Signature Date: 2022-11-17 - 2:02:35 AM GMT - Time Source: server
-  Document emailed to eduardo.cantu@co.hidalgo.tx.us for signature  
2022-11-17 - 2:02:37 AM GMT

 Email viewed by eduardo.cantu@co.hidalgo.tx.us

2022-11-22 - 3:30:01 PM GMT

 Signer eduardo.cantu@co.hidalgo.tx.us entered name at signing as Eduardo Cantu

2022-11-22 - 3:31:14 PM GMT

 Document e-signed by Eduardo Cantu (eduardo.cantu@co.hidalgo.tx.us)


Signature Date: 2022-11-22 - 3:31:16 PM GMT - Time Source: server

 Document emailed to everardo.villarreal@co.hidalgo.tx.us for signature

2022-11-22 - 3:31:18 PM GMT

 Email viewed by everardo.villarreal@co.hidalgo.tx.us

2022-11-28 - 2:36:48 PM GMT

 Signer everardo.villarreal@co.hidalgo.tx.us entered name at signing as Everardo "Ever" Villarreal

2022-11-28 - 2:39:09 PM GMT

 Document e-signed by Everardo "Ever" Villarreal (everardo.villarreal@co.hidalgo.tx.us)


Signature Date: 2022-11-28 - 2:39:11 PM GMT - Time Source: server

 Document emailed to ellie.torres@co.hidalgo.tx.us for signature

2022-11-28 - 2:39:12 PM GMT

 Email viewed by ellie.torres@co.hidalgo.tx.us

2022-11-28 - 6:40:20 PM GMT

 Signer ellie.torres@co.hidalgo.tx.us entered name at signing as Ellie Torres

2022-11-28 - 6:40:59 PM GMT

 Document e-signed by Ellie Torres (ellie.torres@co.hidalgo.tx.us)

Signature Date: 2022-11-28 - 6:41:01 PM GMT - Time Source: server

 Document emailed to karina.esparza@co.hidalgo.tx.us for approval

2022-11-28 - 6:41:02 PM GMT

 Email viewed by karina.esparza@co.hidalgo.tx.us

2022-11-28 - 7:01:16 PM GMT











# E-22-0614-11-15 Order on Professional Legal Services Contract


Final Audit Report

2022-11-29

Created:	2022-11-28
By:	Pablo Granados (pablo.granados@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoS2S43hWXA5-5kiJQGz6gnIm9udW_Kas

## "E-22-0614-11-15 Order on Professional Legal Services Contract" History

-  Document created by Pablo Granados (pablo.granados@co.hidalgo.tx.us)  
2022-11-28 - 7:58:40 PM GMT
-  Document emailed to karina.esparza@co.hidalgo.tx.us for approval  
2022-11-28 - 7:59:31 PM GMT
-  Email viewed by karina.esparza@co.hidalgo.tx.us  
2022-11-28 - 7:59:50 PM GMT
-  Signer karina.esparza@co.hidalgo.tx.us entered name at signing as Karina Esparza  
2022-11-29 - 3:51:35 PM GMT
-  Document approved by Karina Esparza (karina.esparza@co.hidalgo.tx.us)  
Approval Date: 2022-11-29 - 3:51:37 PM GMT - Time Source: server
-  Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature  
2022-11-29 - 3:51:39 PM GMT
-  Email viewed by arturo.guajardo@co.hidalgo.tx.us  
2022-11-29 - 3:56:42 PM GMT
-  Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.  
2022-11-29 - 3:57:26 PM GMT
-  Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)  
Signature Date: 2022-11-29 - 3:57:28 PM GMT - Time Source: server
-  Document emailed to Karina Esparza (karina.esparza@co.hidalgo.tx.us) for approval  
2022-11-29 - 3:57:29 PM GMT

 Email viewed by Karina Esparza (karina.esparza@co.hidalgo.tx.us)

2022-11-29 - 3:57:48 PM GMT

 Document approved by Karina Esparza (karina.esparza@co.hidalgo.tx.us)

Approval Date: 2022-11-29 - 3:58:36 PM GMT - Time Source: server

 Agreement completed.

2022-11-29 - 3:58:36 PM GMT

AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

21 A. Hidalgo County

sh 1. AI-81634 Requesting Hidalgo County Commissioners Court direction/action in connection with RFP 2021-150-06-28-ABV Section 125 Voluntary Products options:

Na (A.) Action to proceed with the current responses received [title herein/above] agreeing to the cost sharing requirement/fee of \$0.50 per month, per enrolled member, per product, for the management of the enrollment system, Benefits Connect;

(B.) Reject all responses received and re-advertise without a cost sharing fee of \$0.50 per month, per enrolled member, per product, for the management of the enrollment system, Benefits Connect [with grid displaying other requirements not met by submitters].

sh 2. AI-81621 A. Possible action to approve Second Amendment to Master Agreement for Tax Collection Services between Hidalgo County and Linebarger Goggan Blair & Sampson, LLP Contract #C-18-219-11-06, to extend the termination date to December 31, 2024.

P 3/25  
P 3/2

B. Possible action to approve a Resolution Regarding Approval of the Second Amendment to the Contingency Fee Contract for Legal Services with Linebarger Goggan Blair & Sampson, LLP pursuant to Tex. Gov't Code §2254.1036(b) and Notice Provided to the Public for legal services necessary to collect delinquent property taxes.

sh 3. AI-81433 A. Request approval to declare as "Surplus" the items listed in Exhibit "A" [Fleet vehicles, heavy equipment, court awarded vehicles and accessories to vehicles] for the purpose of sale through webcast online auction scheduled for 07-27-2021 in accordance with Texas Local Government Code 263.152(a)(1);

P 2/3

B. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to: "...order any of the property to be destroyed or otherwise disposed of as worthless in as much as the sale of said items CC undertook to sell (under Subsection (1) at auction on 07-27-2021 resulted in no bids were received at the auction approved herein;

C. Request authorization to publish advertisement for the auction of surplus items scheduled for 07-27-2021.

B. County Judge's Office

sh 1. AI-81636 County Judge/Emergency Management:

P 1/3

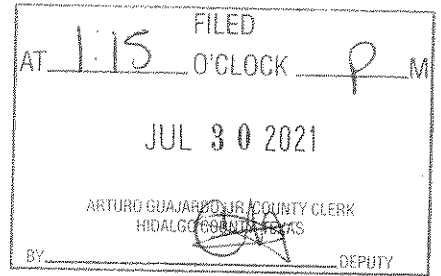
(A.) Discussion, consideration, and action to approve a necessary CARES Act Relief Fund expenditure to cover costs not accounted for in the current budget and cannot be lawfully funded by a line item, allotment, or allocation, for the interoperability communication between the Office of Emergency Management and Command Unit during operations with other local, state, and federal jurisdictions, in order to assist with County actions to facilitate compliance with public health measures addressing the ongoing COVID-19 emergency, the Court having reviewed the Agenda Item Briefing, herein finds that such expenditure is reasonable and necessary for the intended use;

P 1/2

(B.) Requesting exemption from competitive procurement requirements under TxLGC 262.024 (a)(1): an item that must be purchased in case of a public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county; and (2) an item necessary to preserve or protect the public health or safety of the residents of the county;

P 2/3

(C.) Requesting approval to purchase the necessary items (hardware, software, accessories, installation, and training) required for interoperability operations with local, state, and federal agencies, through Comprehensive Communication Services, LLC under their DIR awarded contract, DIR-TSO-3915, subject to final price verification, legal approval, Form 1295, and SAM.gov compliance.



STATE OF TEXAS

§  
§  
§

COUNTY OF HIDALGO

**SECOND AMENDMENT TO MASTER AGREEMENT  
BETWEEN  
THE COUNTY OF HIDALGO  
AND  
Linebarger Goggan Blair & Sampson, LLP.  
C-18-219-11-06**

This AMENDMENT to the Master Agreement C-18-219-11-06 is made this 13<sup>th</sup> day of July, 2021, by and between the County of Hidalgo, Texas (hereinafter referred to as the "County") and Linebarger Goggan Blair & Sampson, LLP.

**WHEREAS**, on or about November 6, 2018, Linebarger Goggan Blair & Sampson, LLP and the County of Hidalgo entered into a Master Agreement for tax collection services effective January 1, 2019;

**WHEREAS**, section 6.01 of the Master Agreement provides that the Agreement term shall be for a three (3) year term, with the County's option to renew for an additional one (1) year term;

**WHEREAS**, section 6.01 of the Master Agreement, as amended, reflects an expiration date of December 31, 2021, which is three (3) years after the January 1, 2019, effective date;

**WHEREAS**, the County and Linebarger Goggan Blair & Sampson, LLP desire to amend the Master Agreement for tax collection services and provide the County with the option to renew for three (3) additional one (1) year terms;

**NOW THEREFORE**, for and in consideration of the terms and provisions of this Amendment to the Master Agreement and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Linebarger Goggan Blair & Sampson, LLP and the County of Hidalgo, Texas hereby agree to the following amendment to the Master Agreement:

1. Section 6.01 of the Master Service Agreement is hereby amended as follows:

"The Agreement term shall be for a three (3) year term, with the County's option to renew for an additional three (3) one (1) year terms for the same fees, rates, terms and conditions."

2. Except as modified herein, all terms and conditions of Master Agreement, as amended, remain in full all other provisions in the original master agreement will remain in effect.

**SIGNATURE PAGE TO FOLLOW**

Executed and effective as of the day and year first written above:

**COUNTY OF HIDALGO, TEXAS  
COUNTY JUDGE**

**Linebarger Goggan Blair & Sampson, LLP.**

Richard F. Cortez  
Richard F. Cortez  
Hidalgo County Judge

Lucy G. Canales  
Lucy G. Canales  
Capital Partner

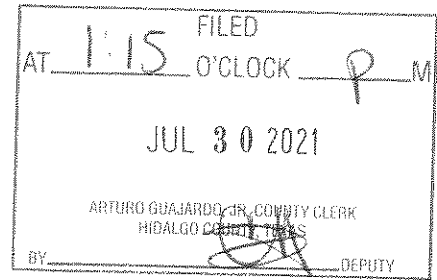


ATTEST:  
Arturo Suijardo  
Hidalgo County Clerk

Approved by Hidalgo County Commissioner's Court: APPROVED BY  
COMMISSIONERS COURT  
ON: 7/13/21 grs

APPROVED AS TO FORM:  
Hidalgo County Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: Victor M. Garza  
Victor M. Garza, Assistant District Attorney



**RESOLUTION ON PROFESSIONAL LEGAL SERVICES CONTRACT  
(Pursuant to Section 2254.1036 of the Texas Government Code and Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 for the collection of delinquent tax collections services)**

WHEREAS, the Texas Tax Code 6.30, 33.07, 33.08, 33.11, and 33.48, provides that the Commissioners Court of a County may enter into a contract with a private attorney/firm for the collection of Delinquent Tax Collection Services; and

WHEREAS, pursuant to Chapter 2254 of the Texas Government Code, the Hidalgo County Commissioners Court may enter into a contingent fee contract with a private attorney/firm for the rendition of professional legal services so long as the requirements of Chapter 2254 have been met; and

WHEREAS, the Commissioners Court of Hidalgo County has entered into with the law firm of Linebarger Goggan Blair & Sampson, LLP (the "Firm") for the Delinquent Tax Collection Services now seeks to amend the agreement for said services; and

WHEREAS, the Commissioners Court desires to amend the agreement for services that the Firm will perform for all legal services necessary to collect delinquent taxes and penalties provided by Sections 6.30, 33.07, 33.08, 33.11, and 33.48 as authorized by the Texas Tax Code;

NOW, THEREFORE, THE COMMISSIONERS COURT of HIDALGO COUNTY hereby finds the following:

1. The County requires that the delinquent taxes and penalties be collected as provided by law. *See* GOVT. CODE § 2254.1036(1)(A).
2. The engagement of the Firm in a professional services contract for the collection of said delinquent taxes and penalties owed to the County was necessary to assist in obtaining the maximum amount of outstanding delinquent taxes and penalties owed and in the most cost effective and expeditious manner. *See* GOVT. CODE § 2254.1036(1)(A).
3. The County finds the Firm has the competency, qualifications, and experience necessary in fulfilling the contract, as amended, required by Government Code § 2254.1036(1)(B). The Firm has collected delinquent government receivables for over 45 years, including the collection of delinquent taxes and penalties. The Firm currently is a national law firm several primary offices and multiple satellite offices throughout Texas that employ more than hundreds of individuals and attorneys. The firm has provided a unique service

offering, combining the business of collections and advanced technology with the practice of law. The Firm's collection programs include supervision and participation of Attorneys in order to laws that govern the collection industry, and the laws of the State of Texas.

4. The nature of any relationship between the County and the Firm is as follows. *See* GOVT. CODE § 2254.1036(1)(C). The Firm has previously represented the County of Hidalgo and has contracted with the County for collection of delinquent tax service from January 1, 2019 through the present date, and therefore, has an established relationship.
5. The specialized legal services required cannot be performed by the attorneys and supporting personnel of the County due to the respective cost, infrastructure and technology needed to perform these services. *See* GOVT. CODE § 2254.1036(1)(D).
6. These collection services cannot be provided for on an hourly fee basis. *See* GOVT. CODE § 2254.1036(1)(E). Delinquent tax collections services, as provided by Sections 6.30, 33.07, 33.08, 33.11, and 33.48 of the Texas Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent taxes and penalties. An hourly fee for such work will likely exceed the amount of delinquent taxes and penalties. 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.
7. The current contingent fee contract, as amended, for delinquent tax services is in the best interest of the County. *See* 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 taxes and penalties. 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.

Passed and Adopted, this 13<sup>th</sup> day of July, 2021.

It is so ordered:

*Richard F. Cortez*

**RICHARD F. CORTEZ**  
County Judge

*David L. Fuentes*

**DAVID L. FUENTES**  
County Commissioner, Pct. 1

*EW*

**EDUARDO "EDDIE" CANTU**  
County Commissioner, Pct. 2

*Everardo "Ever" Villarreal*

**EVERARDO "EVER" VILLARREAL**  
County Commissioner

*Ellie Torres*

**ELLIE TORRES**  
County Commissioner, Pct. 4



*Arturo Guajardo, Jr.*

**ARTURO GUAJARDO, JR.**  
County Clerk



2812 S. Bus. Hwy 2811  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
www.co.hidalgo.tx.us/purchasing

**TRANSMITTAL FORM**

Today's Date: 03/10/2021 Department: 000 - Hidalgo County  
Contract No.: C-18-219-11-06 Effective Date: 03/09/2021  
Description of Project: Agreement for Tax Collection Services  
Awarded Vendor: Linebarger Goggan Blair & Sampson, LLP.  
CC Approval on 03/09/2021 AI- 79745

**Routing of documents:**

- ✓ 1. Executive Office – Attn: Monica Salinas
- ✓ 2. District Attorney's Office – Attn: Robert Viña
- ✓ 3. County Judge's Office – Attn: Richard F. Cortez
- \_\_\_\_\_ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- \_\_\_\_\_ 5. Purchasing Department – Attn: Jorge Garza ext. 4874

**ATTENTION COUNTY CLERK'S OFFICE:**

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page ( Pgs. \_\_\_\_\_ to \_\_\_\_\_ )
- Exhibit C – Certificate of Liability Insurance
- Other: \_\_\_\_\_

- A. **79768** Facilities Management (1100):  
Approval of the following salary schedule changes in accordance with Hidalgo County Classification and Compensation Pay Plan, effective 03/01/2021:

FROM						TO	
Action	Dept/Prg	Slot	Position Title	G/S	Budgeted Salary	G/S	Proposed Salary
Budget Adjustment (Promotion)	220-001	0134	Maintenance II	05/01	\$27,599.00	05/02	\$28,565.00

**II. Purchasing Dept - Notes:**

**A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

- A. **79858** County Judge-Office of Emergency Management  
Acceptance and approval of invoice as provided by Southwestern Bell Telephone Company d/b/a AT&T Texas [as attached herein] in the amount of \$3,258.34 for construction services; with authority for County Treasurer to issue pre-payment check required [as AT&T will not accept PO or Credit Card payment] after HC Auditor completes the review/audit process in connection with the remodeling of two buildings on Mahl St. for use as EOC and Call Centers.

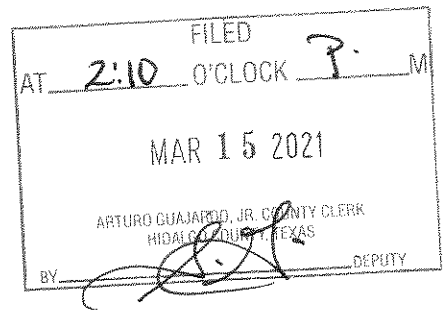
- B. **79745** Requesting approval of First Amendment to Master Agreement for Tax Collection Services between Hidalgo County and Linebarger Goggan & Sampson, LLP Contract #C-18-219-11-06, to clarify & correct the termination date to December 31, 2021.

- C. **79828** Requesting approval of payment for the following invoices listed below submitted by the project engineer, B2Z Engineering, LLC., for engineering services provided for Pct 2 Projects:

Project Name	Invoice Date	Invoice #	Amount	PO#
Regional Linear Park Project (WA#1)	03/01/21	20282	\$ 3,622.64	790326
Valle Alto Park Youth Facility Project	03/01/21	20283	\$ 1,824.99	792886
Dicker Road Project	03/01/21	20284	\$47,238.01	803856
Regional Linear Park Project - Ph I&II (WA#2)	03/01/21	20285	\$ 435.86	813382

- D. **79838** Requesting approval of payment for the following invoices listed below submitted by the project engineer, L&G Consulting Engineers, Inc., for engineering services provided for Pct 2 Projects:

Project Name	Invoice Date	Invoice #	Amount	PO#
Dicker Road Project (WA#1)	02/28/21	11328489	\$ 398.46	762740
Dicker Road Project (WA#2)	02/28/21	11328490	\$ 2,774.36	778854
Cesar Chavez Road Project (WA#1)	02/28/21	11328492	\$ 19,486.89	732294
Eldora Road Project (WA#3)	02/28/21	11328502	\$107,493.33	821432



STATE OF TEXAS

§  
§  
§

COUNTY OF HIDALGO

**1<sup>st</sup> AMENDMENT TO MASTER AGREEMENT  
BETWEEN  
THE COUNTY OF HIDALGO  
AND  
Linebarger Goggan Blair & Sampson, LLP.  
C-18-219-11-06**

This AMENDMENT to the Master Agreement C-18-219-11-06 is made this **9th day of March, 2021**, by and between the **County of Hidalgo, Texas** (hereinafter referred to as the "County") and **Linebarger Goggan Blair & Sampson, LLP.**

**WHEREAS**, on or about November 6, 2018, Linebarger Goggan Blair & Sampson, LLP and the County of Hidalgo entered into a Master Agreement for tax collection services effective January 1, 2019;

**WHEREAS**, section 6.01 of the Master Agreement provides that the Agreement term shall be for a three (3) year term, with the County's option to renew for an additional one (1) year term;

**WHEREAS**, section 6.01 of the Master Agreement reflects an expiration date of December 31, 2022, which is four (4) years after the January 1, 2019, effective date;

**WHEREAS**, due to the misstatement of the effective term it has become necessary to clarify and modify section 6.01 the Master Agreement to reflect the appropriate expiration date of December 31, 2021.

**NOW THEREFORE**, for and in consideration of the terms and provisions of this Amendment to the Master Agreement and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Linebarger Goggan Blair & Sampson, LLP and the County of Hidalgo, hereby agrees to the following amendment to the Master Agreement:

1. The Expiration Date of December 31, 2022, reflected in Section 6.01 of Article 6 - "Term and Termination" is hereby modified to December 31, 2021.
2. Except as modified herein, all terms and conditions of the Master Agreement, as amended, remain in full all other provisions in the original master agreement will remain in effect.

**SIGNATURE PAGE TO FOLLOW**

Executed and effective as of the day and year first written above:

**COUNTY OF HIDALGO, TEXAS  
COUNTY JUDGE**

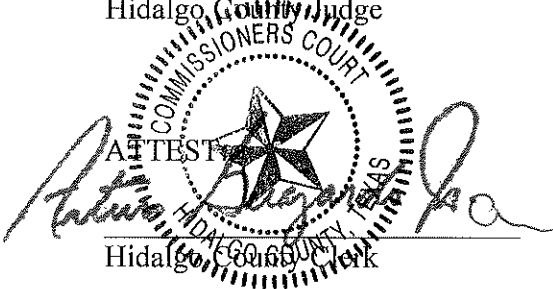
**Linebarger Goggan Blair & Sampson, LLP.**

*Richard F. Cortez*

Richard F. Cortez  
Hidalgo County Judge

*Lucy G. Canales*

Lucy G. Canales  
Capital Partner



Hidalgo County Clerk

Approved by Hidalgo County Commissioner's Court: 03/09/2021

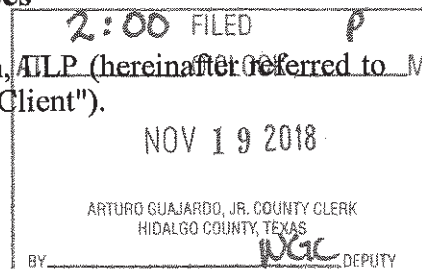
**APPROVED AS TO FORM:**  
Hidalgo County Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: *[Signature]*  
Robert Viña, III, Assistant District Attorney

APPROVED BY  
COMMISSIONERS' COURT  
ON: 3/9/21

## Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and the County of Hidalgo (hereinafter referred to as the "Client").



### Article I *Nature of Relationship*

**1.01** The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

**1.02** The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

### Article 2 *Scope of Services*

**2.01** The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and that are subject to this agreement, as hereinafter provided.

**2.02** The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

**2.03** Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date; or

(f) On July 1 of the year in which the taxes become delinquent.

### **Article 3**

#### *Compensation*

**3.01** Client agrees to pay to the Firm, as compensation for the services required herein, fifteen (15%) percent of all taxes, penalty and interest subject to the terms of this Agreement as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this Agreement, as and when collected.

**3.02** The Client shall pay the Firm in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

### **Article 4**

#### *Intellectual Property Rights*

**4.01** The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

**4.02** The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

### **Article 5**

#### *Costs*

**5.01** The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

**5.02** The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

## **Article 6** *Term and Termination*

**6.01** This Agreement shall be effective on January 1, 2019 (The "Effective Date") and shall expire on December 31, 2022 (the "Expiration Date") unless earlier terminated or extended as hereinafter provided.

The Agreement term shall be for a three (3) year term, with the County's option to renew for an additional one year (1) term for the same fees, rates, terms and conditions. Hidalgo County reserves the right to continue this Agreement for an additional ninety (90) day Grace Period at the end of the Agreement under the same rates, terms and conditions for any unforeseen delay during the procurement process. Absent notice of non-renewal, termination, or notice that the Agreement has been extended, the Agreement will automatically renew on a month-to-month basis absent a 30-day written notice from one party to the other of the termination of the Agreement.

**6.02** The Agreement shall be automatically renewed for the additional one year term without the necessity of any further action by either party, unless 60 days prior to the Expiration Date of the initial term, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term.

**6.03** 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 sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance; the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

**6.04** Notwithstanding anything to the contrary herein, Client may terminate this Agreement without cause on thirty (30) days written notice to Firm.

**6.05** Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

**6.06** The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

**Article 7**  
*Miscellaneous*

**7.01** *Assignment and Subcontracting.* 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.

**7.02** This Agreement shall be governed by the laws of the State of Texas. **THIS AGREEMENT SHALL BE PERFORMABLE IN HIDALGO COUNTY, TEXAS.**

**7.03** *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

**7.04** *Representation of Other Taxing Entities.* The Client acknowledges and consents to the Firm's representation of other taxing entities, and further acknowledges that other entities may be owed taxes or have other claims which may be secured by the same property that serves the basis of taxes owed to or claims held by Client.

**7.05** *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

**7.06** *Immunities.* Nothing in this Agreement is intended to and Client does not hereby waive, release or relinquish any right to assert any of the defenses Client enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Client as to any claim or action of any person, entity, or individual against Client.

**7.07** *Nondiscrimination.* Firm, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this Agreement.

**7.08** *Additional Documents.* Firm and Client covenant and agree that they will each execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**7.09** *Appendix II to CFR 200- Contract Provisions.* Pursuant to 2 CFR 200.236, a non-federal entity's Contract must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are hereby incorporated by reference into this Agreement.

**7.10** *Indemnification.* Firm shall indemnify and hold harmless Client, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees

for the defense of any action against Client arising out of, resulting from, or connected with the provision of the Service by Firm under this Agreement. Said indemnity shall cover any act or failure to act by the Firm, its agents or employees.

**In consideration of the terms and compensation herein stated**, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

**County of Hidalgo**

**Linebarger Goggan Blair  
& Sampson, LLP**

By: Ramon Garcia  
Ramon Garcia  
County Judge

By: Lucy G. Canales  
Lucy G. Canales  
Capital Partner

Date: \_\_\_\_\_

Date: Nov. 13, 2018

**ATTEST**



By: Arturo Guajardo, Jr.  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: 11/16/18 *me*



**APPROVED AS TO FORM:**

Hidalgo County Criminal District Attorney's Office  
Ricardo Rodriguez, Jr.

By: Victor M. Garza  
Victor M. Garza, Assistant District Attorney

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

1512 South Lone Star Way  
Edinburg, Texas 78539

Main: 956-383-4500

*November 12, 2018*

*Email: [Luevc@lgbs.com](mailto:Luevc@lgbs.com)*

*Direct: 956-289-7922*

Hon. Ramon Garcia  
100 East Cano  
2<sup>nd</sup> Floor  
Edinburg, TX 78539

**RE: Agreement for Tax Collection Services**

Dear Judge Garcia:

Enclosed please find two signed copies of agreements. Once the agreements have been executed, please return one copy for our records.

We look forward to working with you, the County Commissioners and County staff. If you have any questions, please do not hesitate to contact me or my staff.

Sincerely,



*for* Lucy G. Canales  
Capital Partner

*Enclosures: Agreement for Tax Collection Services*