



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Honorable Lucy G. Canales, Capital Partner
Linebarger Goggan Blair & Sampson

From: Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department

Date: November 21, 2014

Re: Negotiation for -"Hidalgo County-Delinquent Tax Collection Services"
(RFP/Q No: 2014-333-10-15-VYG)

Pursuant to action taken by Hidalgo County Commissioner's Court on Monday (November 10, 2014) a meeting was held at Atlas, Hall & Rodriguez Law Firm with Purchasing Department and Linebarger Goggan Blair & Sampson for the negotiation process of the above referenced project.

There will be three agreements with different terms each for Commissioners Court's discussion and action of selection of agreement with said term that will take place on the next available court date of Tuesday, December 2, 2014. You have provided two agreements already and will need to submit only the additional agreement with the three years with one year renewal option term.

In addition, same will apply to the Hidalgo County Drainage District No. 1 under the Drainage District's Board Meeting on same date of Tuesday, December 2, 2014; therefore, please forward three agreements with said different terms for the District.

And finally, the 15% percent rate fee as submitted in the RFP/Q was discussed with the conclusion by the firm that the percent rate will remain as is.

At this time, as it is part of the protocol, Hidalgo County Purchasing Department is requesting the firm to reconsider the 15% percent rate fee and submit a best and final offer.

Please submit the proposed "Best and Final Offer" by no later than 10:00 a.m. on Monday, November 24, 2014 and or sooner, if possible.

Best and final offer 15% fee

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email or fax to (956)292-7612.

Signed: Lucy G. Canales

Title: 11/21/2014

Printed Name: Lucy G. Canales

19.

Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(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 FOWARDED 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. Hidalgo County

- JS* 1. AI-47376 Discussion consideration and approval (if applicable) of the following items in connection to the "Delinquent Tax Collection Services-RFP/Q NO: 2014-333-10-15-VYG" project as follows:
- A. Acceptance and approval of the negotiated contract with the number one ranked firm "Linebarger Goggan Blair & Sampson, LLP" including the firm's Best and Final Offer (BAFO) for the Delinquent Tax Collection Services;
 - B. Selection on contract term to be for a two (2) year term with the County's option to renew for an additional one (1) year OR an additional one(1)-two(2) year term and/or three (3) year term with one year renewal (as how Commissioners Court discussed and took action on September 9, 2014) with same fees, terms and conditions.

B. Pct. 1

- JS* 1. AI-47539 Approval of Work Authorization No. 3 in connection to Contract# C-14-309-09-09 with Millennium Engineers Group, Inc. in the amount of \$8,713.50 through assigned requisition # 267377 for the provision of "Construction Materials Testing Services" for the Mile 4 West Road (Mile 15 to Mile 16) Improvements Project.

C. Pct. 2

- ON* 1. AI-47472 A. Request from Precinct 2 for exemption from HCCC approved Order for Major Purchases Deadline date of October 3, 2014 as budget line items were being reviewed and analyzed for funding for needed parks equipment;
- B. Authority to purchase 2 tractors (as detailed in supporting documentation) through John Deere (TXMAS cooperative purchasing program awarded vendor) in the amount of \$15,321.26 each with written confirmation by John Deere that items will be delivered prior to 12-31-14 with authority to process requisition and approve a Purchase Order.
2. AI-47578 Acceptance and approval of "Certificate of Substantial Completion" from contractor, Holchemont, Ltd., reflecting partial completion date of November 11, 2014 for the "Hidalgo Co. Pct 2 Equipment and Maintenance Facility" as submitted and certified by project architect, ERO Architects.

APPROVED

AI-47376

Purchasing Department 19. A. 1.

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Valde Guerra, HC Exec. Ofcr.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion consideration and approval (if applicable) of the following items in connection to the "Delinquent Tax Collection Services-RFP/Q NO: 2014-333-10-15-VYG" project as follows:

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- ✓ B. Selection on contract term to be for a two (2) year term with the County's option to renew for an additional one (1) year OR an additional one(1)-two(2) year term **and/or three (3) year term with one year renewal** (as how Commissioners Court discussed and took action on September 9, 2014) with same fees, terms and conditions.

BACKGROUND

Please see attached document "Term of the RFP/Q" Minutes from September 9, 2014-viewed video for confirmation purposes of CC's discussion and action of the 3 year with 1

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Hidalgo County does not expend funds on this project in as much as it is borne by tax payer.

Attachments

TERM AS STATED IN RFP/Q
SEPTEMBER 9 MINUTES
TWO WITH ONE YEAR AGREEMENT
THREE WITH ONE YEAR AGREEMENT
SIGNED BEST AND FINAL OFFER
TWO WITH ONE-TWO YEAR

Form Review

Inbox
Purchasing Department
Budget & Management
Auditor's Office

Reviewed By
Darlene Betancourt
Debbie Tamez
Monica Badillo

Date
11/24/2014 11:09 AM
11/24/2014 11:13 AM
11/26/2014 05:14 PM

Form Started By: Vangie Garcia

Started On: 11/12/2014 04:38 PM

Final Approval Date: 11/26/2014

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and Hidalgo County (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 contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, 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, 2015 (The "Effective Date") and shall expire on December 31, 2018 (the "Expiration Date") unless earlier terminated or extended as hereinafter provided.

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

6.02 Unless prior to 60 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, this Agreement shall be automatically extended for an additional two year period without the necessity of any further action by either party.

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 representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

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.

Hidalgo County

**Linebarger Goggan Blair
& Sampson, LLP**

By: Ramon Garcia
Ramon Garcia
County Judge

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

Date: 12/3/14

Date: Dec. 3, 2014

ATTEST:

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

Approved by Commissioners' Court
on 12-2-14 Ro

APPROVED AS TO FORM:

ATLAS HALL & RODRIGUEZ, LLP
By: [Signature]