
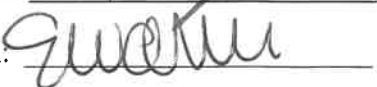


**BOARD OF EDUCATION
LULING INDEPENDENT SCHOOL DISTRICT**

AGENDA ITEM: Action Item	Date: February 19, 2026
SUBJECT: Contract and Written Findings with Purdue Brandon Fielder Collins & Mott LLP	Submitted by: Manell Martin Related Pages: TBD
BACKGROUND INFORMATION: The previous contract for collection of delinquent taxes with Purdue Brandon Fielder Collins & Mott LLP was for a three-year term (March 2023-March 2026). A new contract is being presented along with the required Written Findings as the Collections Contract document. The District has been pleased with the contract and the efforts towards collections of the delinquent taxes owed to the District. The administration recommends continuing with this firm.	
RECOMMENDED ACTION: Move to renew the agreement and written findings document with Purdue Brandon Fielder Collins & Mott LLP as presented.	BUDGETARY INFO. None

Board President's Approval: _____

Superintendent's Approval: _____

THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

THIS CONTRACT (hereinafter referred to as the “Contract”) is made between **LULING I.S.D.** (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**”), or their duly authorized representatives. Each of which may be referred to in the singular as “Party” or in the plural as “Parties.” The Parties acknowledge that this Agreement creates an attorney-client relationship.

Taxing Authority agrees to engage and does hereby engage the Firm to represent Taxing Authority to enforce, by litigation or otherwise, the collection of all delinquent taxes (and current year's taxes becoming delinquent within the period of this contract), penalties, and interest, owing to the Taxing Authority which the Taxing Authority's Tax Assessor-Collector refers to the Firm and shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this Contract that are not delinquent for any prior tax year become subject to the terms of this Contract on the first (1st) day of the month in which penalties attach to the taxes pursuant to Sections 33.07 and 33.08 of the Texas Property Tax Code; and
- B. Taxes on personal property that become delinquent during the term of this Contract that are not delinquent for any prior tax year become subject to the terms of this Contract on the first (1st) day of the month in which penalties attach pursuant to Section 33.11 of the Texas Property Tax Code. All delinquent personal property taxes shall be turned over to the Firm for collection sixty (60) days after the delinquency date of said taxes.
- C. Taxes that become delinquent during the term of this Contract on property that is delinquent for prior tax years shall become subject to its term on the first (1st) day of

delinquency when such property is under litigation or comes under litigation or is referred to the Firm for collection by the Taxing Authority's Tax Assessor- Collector.

D. Other taxes, including current taxes, which are turned over to the Firm by the Taxing Authority's Tax Assessor-Collector because of the necessity of filing claims in bankruptcy, with other federal authorities, or for other reasons, shall become subject to the terms of this Contract at the time they are turned over to the Firm and the Firm shall be entitled to the appropriate percentage-based compensation, as set forth below.

E. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by litigation any delinquent tax account turned over to the Firm for collection.

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 will advise the Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

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 fifteen percent (15%) 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.

The Firm also is entitled to the fifteen percent (15%) compensation as set forth above of current taxes received by the Taxing Authority when such percentage-based compensation is collected from the taxpayer prior to July 1st 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 commence on **March 5, 2026** and continue in effect until **March 5, 2029** ("Initial Term"), at which time the Contract will continue on a month-to-month basis thereafter. This Contract supersedes any prior written or oral agreements between the Parties on the matters contained in this Contract. The Parties may extend the term of the Contract by mutual written agreement.

SECTION VII. TERMINATION OF THE CONTRACT

During the term of this Contract, either Party shall have the right to terminate this Contract by giving the other Party thirty (30) days written notice of their desire and intention to terminate this Contract.

In the case of such termination, the Firm shall be entitled to receive and retain all compensation due up to the date of said termination. Additionally, the Firm shall have an additional six (6) months to bring to payment or judgment or otherwise resolve or nonsuit all tax litigation and bankruptcy claims filed by the Firm on behalf of the Taxing Authority prior

to the termination of this Contract. During such six-month period, the Firm will be entitled to compensation in accordance with the Section of this Contract entitled "Compensation Fees" for delinquent taxes, penalties, and interest collected and paid to the Taxing Authority's Tax Assessor-Collector for which the Firm filed litigation prior to the termination of this Contract.

SECTION VIII. SEVERABILITY

Every provision of this Contract is severable. If any term or provision hereof or hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract. Any remaining provisions shall be construed in a manner closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

SECTION IX. ASSIGNMENT AND SUBCONTRACTORS

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

SECTION XI. MANDATORY AND EXCLUSIVE VENUE

Mandatory and exclusive venue for any lawsuit or other adjudicative proceeding involving dispute arising under this Contract shall be in [NAME] County, Texas.

SECTION XII. CONFIDENTIALITY

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

SECTION XIII. MANDATORY PROVISIONS

Pursuant to Chapters 2252, 2271, 2274 and 2276 of the Texas Government Code, the Firm verifies that it does not and will not for the term of this contract boycott Israel or energy

companies; that it does not have a policy which discriminates against a firearm entity or firearm trade association nor will it create such a policy for the term of this contract; and that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

SECTION XIV. ACCEPTANCE OF REPRESENTATION

This Agreement contains the entire agreement between the Parties hereto and may only be modified in a mutually agreed upon written amendment executed by the Parties. In consideration of the terms and compensation stated herein, The Firm hereby accepts said representation and undertakes performance under this Contract.

This Contract is executed on behalf of the Taxing Authority by the presiding officer of its governing body who is authorized to execute this instrument by [Order or Ordinance] duly passed and recorded in its minutes.

SECTION XV. NOTICE

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

If to Firm:

**Sergio E. Garcia, Partner
6801 N. Capital of Texas Highway
Building 2, Suite 101
Austin, Texas 78731
E-mail: sgarcia@pbfcm.com**

If to Taxing Authority:

**Erin Warren, Superintendent
115 West Bowie St.
Luling, Texas 78648
E-mail: erin.warren@luling.txed.net**

WITNESS the signatures of all Parties hereto in duplicate originals this the 19th day of February 2026 in Caldwell County, Texas.

**LULING INDEPENDENT
SCHOOL DISTRICT**

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

BY: _____
KEITH CONLEY
BOARD PRESIDENT, LULING I.S.D.

BY: _____
SERGIO E. GARCIA
PARTNER

ATTEST: _____
BUBBA DAMON
BOARD SECRETARY, LULING I.S.D.

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

In an open meeting, the Board of Trustees for Luling ISD considered all matters listed 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 Board of Trustees, 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 Luling ISD; 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 Luling ISD does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this Board of Trustees hereby approves the contract by and between Luling ISD 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 19th day of February 2026.

Keith Conley, Board President
LULING INDEPENDENT SCHOOL DISTRICT