

VI.

June 3, 1997

*

Consider authorizing release of lien for any properties in district which have paid assessment in full .

No action was taken on this agenda item.

THE ROAD DISTRICT COURT ADJOURNED AT 10:38 A.M. ON TUESDAY, JUNE 3, 1997.

THE FOREGOING MINUTES in Volume 88 on pages 753 through 799, inclusive had at a Regular Session of Commissioners Court of Williamson County, Texas, having been read are hereby approved this 10th day of June, 1997.

John C. Doerfler, County Judge

ATTEST: Elaine Bizzell, Clerk County Court & Ex-officio Clerk,
Commissioners Court, Williamson County, Texas

by: _____
Deputy Clerk

*** See Agenda Item #36 on May 27, 1997, recorded in Volume 88, page 718 for action on this contract.

CONTRACT FOR THE COLLECTION OF DELINQUENT PROPERTY TAXES

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS CONTRACT is made and entered into by and between **The County of Williamson, Texas (The County)**, acting herein by and through its governing body, and **McCreary, Veselka, Bragg and Allen, P.C. (The Firm)**, 5929 Balcones Drive, P.O. Box 26990, Austin, Texas, 78755.

I.

The County agrees to employ and does hereby employ **The Firm** to enforce by suit or otherwise the collection of all delinquent taxes, penalty and interest owing to **The County**. Current year taxes which become delinquent within the period of this contract shall become subject to the terms of the contract upon the following conditions:

A. Taxes that become delinquent during the term of this contract, that are not delinquent for any prior years, become subject to the terms of this contract on July 1st of the year in which they become delinquent.

B. Taxes that become delinquent during the term of this contract, on property that is delinquent for prior years and is the subject of a suit to collect the prior years delinquent taxes, shall become subject to its terms on the first day of delinquency as defined by the Texas Property Tax Code.

II.

The County agrees to furnish all necessary delinquent tax information to **The Firm** on all property within the boundaries of **The County**. **The County** hereby authorizes **The Firm** to determine the name, identity and location of necessary parties and to procure necessary legal descriptions of property and hereby assigns to **The Firm** the right to recover the costs of obtaining such information.

III.

The Firm is to advise **The County** of errors, double assessments or other discrepancies coming under observation during the progress of the work.

IV.

The Firm is to intervene on behalf of **The County** in all suits for ad valorem taxes hereafter filed by any other taxing unit on property located within its boundaries.

V.

The Firm agrees to make annual written delinquent tax collection progress reports to **The County** or upon request of **The County**.

VI.

The Firm shall increase the amount of County delinquent taxes collected by fifteen (15%) during the two year period, beginning July 1, 1997 and ending June 30, 1999, over the two year period, beginning July 1, 1995 and ending June 30, 1997, assuming that the 1997 and 1998 tax levies of **The County** do not decrease from the tax levy for the 1996 tax year. If the fifteen percent (15%) increase in collections is not obtained during the two year period, **The Firm** will pay ten percent (10%) of our fees earned under this contract during the two year period to **The County** as a liquidated penalty.

VII.

The Firm will pay to **The County** an amount not to exceed \$57,000 to reimburse **The County** for the purchase of computer hardware and software for the Williamson County tax office as specified in Part "B" of the Request for Proposal. This amount will be payable on July 1, 1997 or upon installation of the computer hardware and software in the County tax office, whichever is later. In addition, in order to defer the cost of the maintenance fees on the County tax office computer system and meet future expenses of the County tax office related to property tax collections. **The County** shall be entitled to withhold from fees due **The Firm**, the amount of \$1,667 per month during the term of this contract.

VIII.

The County agrees to pay **The Firm** for services rendered, subject to the provisions of Paragraph VII. of this contract, Fifteen Per Cent (15%) of all delinquent taxes, penalty and interest collected by **The County** for years covered by this contract. The penalty imposed pursuant to Section 33.07 of the Property Tax Code is not subject to this contractual fee. **The County** does hereby adopt of the additional penalty provided by Section 33.07 of the Property Tax Code. All fees provided for in this contract shall become the property of **The Firm** at the time payment of taxes, penalty and interest is made to **The County**. **The County** shall pay fees due **The Firm** monthly by check.

IX.

The Firm does hereby reaffirm all representations made to **The County** in **The Firm's** Proposal for the Collection of Delinquent Property Taxes dated April 22, 1997 and the representations contained therein are incorporated by reference as terms of this contract.

X.

This contract is drawn to cover a period of three years beginning June 1, 1997, and ending May 31, 2000; provided however, that either **The Firm** or **The County** shall have the right to terminate this contract by delivering written notice of termination to other party at least thirty (30) days prior to each anniversary date of this contract. Upon the termination of this contract, **The Firm** shall have an additional six (6) months to reduce to judgment and sale all tax collection lawsuits filed and collect all bankruptcy claims filed prior to the date last mentioned and shall have the exclusive right to compensation of fees earned due to these suits during this six (6) month period. If this contract is terminated by **The County** prior to May 31, 2000, **The County** shall reimburse to **The Firm** a pro-rata portion of the \$57,000 **The Firm** paid to **The County** for the purchase of computer hardware and software as specified in Part "B" of the Request for Proposal. In consideration of the terms and compensation herein stated, **The Firm** hereby accepts said employment and undertakes the performance of this contract as above written.

XI.

This contract is executed on behalf of **The County** by the County Judge who is authorized to execute this contract by order heretofore passed by the Commissioners' Court and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the 27TH day of May, A.D. 1997, Williamson County, Texas, to be effective as of June 1, 1997.

THE COUNTY OF WILLIAMSON, TEXAS

BY

John C. Daerfler
County Judge

McCREARY, VESELKA, BRAGG AND ALLEN, P.C.

Attorneys at Law
Gate Way Center
5929 Balcones Drive
P.O. Box 26990
Austin, Texas 78755

BY

Harvey M. Allen
Harvey M. Allen