



**Locations**

Collin Higher  
Education Center  
McKinney, Texas

Courtyard Center  
Plano, Texas

Frisco Campus

McKinney Campus

Plano Campus

Public Safety  
Training Center  
McKinney, Texas

Rockwall Center

Technical Campus  
Allen, Texas

Wylie Campus

**iCollin**  
[www.collin.edu](http://www.collin.edu)

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**District President**

H. Neil Matkin, Ed.D.

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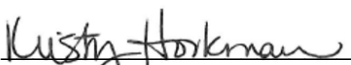
**NOTICE is hereby given that the Collin County Community College District Board of Trustees will hold a meeting of the Finance and Audit Committee (Moses, Arias, and Menon) at 5:00 p.m. on Thursday, February 25, 2021, in the President's Conference Room 407 at the Collin Higher Education Center, 3452 Spur 399, McKinney, Texas 75069.**

**PUBLIC COMMENT**

**REVIEW AND DISCUSSION ITEMS**

1. Consideration of Approval of Tuition Rates Effective Fall 2021
2. Consideration of Approval for an Increase in Student Housing Fees
3. Consideration of Approval of the Student Housing Meal Plans Effective 2021-2022 Academic Year
4. Consideration of Approval to Restate the Current Contract for the Collection of Delinquent Taxes with Abernathy, Roeder, Boyd & Hullett P.C. to Serve the District in the Collection of All Delinquent Ad Valorem Taxes, Penalties, and Interest Owed to the District, Pursuant to Texas Tax Code, Section 6.30, and Government Code 2254.1036

*J. Robert Collins, Ph.D.*  
*Chairman, Board of Trustees*

  
For the Board of Trustees

**Collin County Community College District Board of Trustees**

1. Finance and Audit Committee

February 25, 2021

Resource: Melissa Irby  
Chief Financial Officer  
Sherry Schumann, Ph.D.  
Executive Vice President

**DISCUSSION ITEM:** Consideration of Approval of Tuition Rates Effective Fall 2021

**DISCUSSION:** A tuition increase is being recommended for the academic year of 2021-2022 of \$3.00 per rate.

- County Resident – from \$52.00 to \$55.00
- Out-of-County Resident – from \$98.00 to \$101.00
- Out-of-State/Country Resident – from \$165.00 to \$168.00

The Board's goal of having revenue from state appropriations, tuition, and fees to equal instructional expenses to ensure the financial stability of Collin College will be met with the increased tuition rates for the coming academic year.

**Collin County Community College District Board of Trustees**

2021-03-X

March 2, 2021

Resources: Melissa Irby  
Chief Financial Officer  
Sherry Schumann, Ph.D.  
Executive Vice President

**AGENDA ITEM:** Report Out of the Finance and Audit Committee and Consideration of Approval of Tuition Rates Effective Fall 2021

**DISCUSSION:** A tuition increase is being recommended for the academic year of 2021-2022 of \$3.00 per rate.

- County Resident – from \$52.00 to \$55.00
- Out-of-County Resident – from \$98.00 to \$101.00
- Out-of-State/Country Resident – from \$165.00 to \$168.00

The Board's goal of having revenue from state appropriations, tuition, and fees to equal instructional expenses to ensure the financial stability of Collin College will be met with the increased tuition rates for the coming academic year.

**DISTRICT PRESIDENT'S RECOMMENDATION:** The District President recommends that the Board of Trustees approves the tuition rates of \$55.00 per credit hour for in-county residents, \$101.00 per credit hour for out-of-county residents and \$168.00 per credit hour for out-of-state/out-of-country residents, effective fall 2021. This is an increase in tuition.

**SUGGESTED MOTION:** This item may come as a motion and second out of committee. A suggested motion would be, "Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District approves the tuition rates of \$55.00 per credit hour for in-county residents, \$101.00 per credit hour for out-of-county residents and \$168.00 per credit hour for out-of-state/out-of-country residents, effective Fall 2021. This is an increase in tuition."

**Collin County Community College District Board of Trustees**

2. Finance and Audit Committee

February 25, 2021

Resource: Sherry Schumann, Ph.D.  
Executive Vice President

**DISCUSSION ITEM:** Consideration of Approval for an Increase in Student Housing Fees

**DISCUSSION:** Board approval is needed for any student fees, including Student Housing rental fees. An increase in rent is necessary to support the Student Housing pilot and provide additional amenities to support student success.

This proposal would increase the rent for each of our housing options by \$162.00 per semester during the fall and spring semesters, \$126.00 in each housing option during the full summer semester, and \$69.00 in each housing option for a half-summer semester. This recommended increase represents the same rate of cost increases incurred by Collin College to provide wireless internet in every apartment throughout Student Housing as well as laundry facility provision at no additional cost to residents.

The internet rate of \$150.00 per resident per semester (full semester) was covered this year and was a planned increase for 2021-2022. The \$12.00 for laundry (full semester) will provide all machines free of charge per use versus the current charge of \$1.50-\$2.00 per wash load and \$1.25 per dryer load. Increases of both fees cover costs only.

The chart below outlines the current and proposed fees. Rent will be charged on a semester basis similar to other colleges (4.5 months). The average rent per month will be \$36.00 higher than the current fee under this proposal.

<b>Collin College Student Housing Fees for 2021-2022 - Proposed</b>				
<b>Description</b>	<b>2-Bedroom 2-Bath</b>	<b>4 Bedroom 2-Bath</b>	<b>Efficiency</b>	<b>Proposed change 2021-2022</b>
Fall/Spring Per Semester Charge	Current \$2,588 Proposed \$2,750	Current \$2,025 Proposed \$2,187	Current \$3,488 Proposed \$3,650	Increase each by \$162
Full Summer Charge	Current \$2,013 Proposed \$2,139	Current \$1,575 Proposed \$1,701	Current \$2,713 Proposed \$2,839	Increase each by \$126
1/2 Summer Charge	Current \$1,006 Proposed \$1,075	Current \$788 Proposed \$857	Current \$1,356 Proposed \$1,425	Increase each by \$69
Refundable Security Deposit	\$200	\$200	\$200	No change
Application Fee (Non-refundable)	\$50	\$50	\$50	No change
Monthly Late Fee (3 <sup>rd</sup> Business Day)	\$25	\$25	\$25	No change
NSF Fee	\$25	\$25	\$25	No change
Lease Cancellation Fee	\$150	\$150	\$150	No change

**Collin County Community College District Board of Trustees**

2021-03-X

March 2, 2021

Resource: Sherry Schumann, Ph.D.  
Executive Vice President

**AGENDA ITEM:** Report Out of the Finance and Audit Committee and Consideration of Approval for an Increase in Student Housing Fees

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This proposal would increase the rent for each of our housing options by \$162.00 per semester during the fall and spring semesters, \$126.00 in each housing option during the full summer semester, and \$69.00 in each housing option for a half-summer semester. This recommended increase represents the same rate of cost increases incurred by Collin College to provide wireless internet in every apartment throughout Student Housing as well as laundry facility provision at no additional cost to residents.

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The chart below outlines the current and proposed fees. Rent will be charged on a semester basis similar to other colleges (4.5 months). The average rent per month will be \$36 higher than the current fee under this proposal.

**DISTRICT PRESIDENT'S RECOMMENDATION:** The District President recommends the approval of the Student Housing fee increases effective for 2021-2022 in the amount of \$162.00 per long semester, \$126.00 per full summer term, and \$69.00 per half summer term, to cover the cost of Internet and laundry usage.

**SUGGESTED MOTION:**

This item may come as a motion and second out of committee. A suggested motion would be, “Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District approves the increase in Student Housing fees in the amount of \$162.00 per long semester, \$126.00 per full summer term, and \$69.00 per half summer term, to cover the cost of internet and laundry usage.”

<b>Collin College Student Housing Fees for 2021-2022 - Proposed</b>				
<b>Description</b>	<b>2-Bedroom 2-Bath</b>	<b>4 Bedroom 2-Bath</b>	<b>Efficiency</b>	<b>Proposed change 2021-2022</b>
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NSF Fee	\$25	\$25	\$25	No change
Lease Cancellation Fee	\$150	\$150	\$150	No change

**Collin County Community College District Board of Trustees**

3. Finance and Audit Committee

February 25, 2021

Resource: Melissa Irby  
Chief Financial Officer

**DISCUSSION ITEM:** Consideration of Approval of the Student Housing Meal Plans Effective 2021-2022 Academic Year

**DISCUSSION:** Six options are recommended for the Housing Meal Plan (HMP) required for all Collin College Housing Residents for the academic year of 2021-2022.

Student Housing will be fully occupied with approximately 280 students in Fall 2021.

- Each semester, six meal plan options are proposed to allow students to select options that include additional meals and funds
- A basic meal plan consisting of seven meals a week with each meal costing \$6.00 will be required to be purchased by each student in housing
- Students can add funds to the HMP if funds are depleted before the end of the semester to continue receiving their 20% discount
- Meal plan cost recommendations are attached

The Cougar Café will modify operation hours to better accommodate student meal needs during the fall and spring semesters. Weekend meals will be preordered for pickup on Fridays.

Monday – Thursday .....7:30 a.m. – 6:00 p.m.  
Friday .....7:30 a.m. – 1:00 p.m.  
Saturday .....Closed  
Sunday.....Closed

The meal plan options will include:

- Sizzle (Grill), Krispy Krunchy Chicken, A Taste of Italy (Pasta), Home Style, Cougar Eatz (refrigerated take-home meals)
- Freshly made sandwiches, fruit cups, yogurt parfaits, protein boxes, and baked goods
- A new dinner menu will be introduced featuring a variety of popular themed items

- HMP participants will receive a 20% discount on all kitchen prepared food items and fountain drinks. This discount will not include pre-packaged items, bottled beverages, or Starbucks
- The attachment shows the six meal plan options for fall 2021 and spring 2022 and one meal plan option for summer 2022

**MEAL PLANS - Academic Year 2021-2022**

**FALL 2021 Meal Plan - Closed Labor Day and 3 days the week of Thanksgiving**

Meal Plan Dates	Housing Meal Plan Options	Plan Cost	20% Discount	Plan Value
8/23/21 - 12/10/21	Meal Plan #1 (minimum meal plan required)	\$ 700.00	\$140.00	\$ 840.00
8/23/21 - 12/10/21	Meal Plan #2	\$ 1,152.00	\$230.40	\$ 1,382.40
8/23/21 - 12/10/21	Meal Plan #3	\$ 1,344.00	\$268.80	\$ 1,612.80
8/23/21 - 12/10/21	Meal Plan #4	\$ 1,632.00	\$326.40	\$ 1,958.40
8/23/21 - 12/10/21	Meal Plan #5	\$ 1,536.00	\$307.20	\$ 1,843.20
8/23/21 - 12/10/21	Meal Plan #6	\$ 1,792.00	\$358.40	\$ 2,150.40

**SPRING 2022 Meal Plan - Closed week of Spring Break and Spring Holiday**

Meal Plan Dates	Housing Meal Plan Options	Plan Cost	20% Discount	Plan Value
01/18/22-05/13/22	Meal Plan #1 (minimum meal plan required)	\$ 700.00	\$140.00	\$ 840.00
01/18/22-05/13/22	Meal Plan #2	\$ 1,152.00	\$230.40	\$ 1,382.40
01/18/22-05/13/22	Meal Plan #3	\$ 1,344.00	\$268.80	\$ 1,612.80
01/18/22-05/13/22	Meal Plan #4	\$ 1,632.00	\$326.40	\$ 1,958.40
01/18/22-05/13/22	Meal Plan #5	\$ 1,536.00	\$307.20	\$ 1,843.20
01/18/22-05/13/22	Meal Plan #6	\$ 1,792.00	\$358.40	\$ 2,150.40

\* Semester includes 17 weeks in total but excluding the week of spring break

**MEAL PLANS - Academic Year 2021-2022**

**Maymester Meal Plan 2022 - closed Memorial Day**

Students can purchase food using personal funds

**Summer I Meal Plan 2022 - Closed July 2nd - 4th**

Meal Plan Dates	Housing Meal Plan Options	Plan Cost	20% Discount	Plan Value
6/6/22 - 7/8/22	SUM HMP1 (minimum meal plan required)	\$ 210.00	\$42.00	\$ 252.00

**Summer II Meal Plan 2022**

Meal Plan Dates	Housing Meal Plan Options	Plan Cost	20% Discount	Plan Value
7/11/22 - 8/12/22	SUM HMP1 (minimum meal plan required)	\$ 210.00	\$42.00	\$ 252.00

**Collin County Community College District Board of Trustees**

2021-03-X

March 2, 2021

Resource: Melissa Irby  
Chief Financial Officer

**AGENDA ITEM:** Report Out of the Finance and Audit Committee and Consideration of Approval of the Student Housing Meal Plans Effective 2021-2022 Academic Year

**DISCUSSION:** Six options are recommended for the Housing Meal Plan (HMP) required for all Collin College Housing Residents for the academic year of 2021-2022.

Student Housing will be fully occupied with approximately 280 students in Fall 2021.

- Each semester, six meal plan options are proposed to allow students to select options that include additional meals and funds
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The meal plan options will include:

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- Freshly made sandwiches, fruit cups, yogurt parfaits, protein boxes, and baked goods

- A new dinner menu will be introduced featuring a variety of popular themed items
- HMP participants will receive a 20% discount on all kitchen prepared food items and fountain drinks. This discount will not include pre-packaged items, bottled beverages, or Starbucks
- The attachment shows the six meal plan options for fall 2021 and spring 2022 and one meal plan option for summer 2022

**DISTRICT PRESIDENT'S RECOMMENDATION:**

The District President recommends approval of the Student Meal Plan Options.

**SUGGESTED MOTION:**

This item may come as a motion and second out of committee. A suggested motion would be, "Mr. Chairman, I make a motion that the Board of Trustees of Collin County Community College District approves the proposed meal plan options for the Academic Year 2021-2022."

DRAFT

**Collin County Community College District Board of Trustees**

3. Finance and Audit Committee

February 25, 2021

Resource: Melissa Irby  
Chief Financial Officer

**DISCUSSION ITEM:** Consideration of Approval to Restate the Current Contract for the Collection of Delinquent Taxes with Abernathy, Roeder, Boyd & Hullett P.C. to Serve the District in the Collection of All Delinquent Ad Valorem Taxes, Penalties, and Interest Owed to the District, Pursuant to Texas Tax Code, Section 6.30, and Government Code 2254.1036

**DISCUSSION:** The District President recommends approval to restate the contract with Abernathy, Roeder, Boyd & Hullett P.C. to serve the District in the collection of all delinquent ad valorem taxes, penalties, and interest owed to the District.

**NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036**

WHEREAS, the Collin County Community College District (“College”), wishes to enter into a contingent fee contract with the law firm of Abernathy, Roeder, Boyd & Hullett, P.C. (“Firm”) 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 College is pursuing a contract with the Firm for the collection of delinquent property taxes owed to the College and through this contract the College seeks to increase recovery of its delinquent debts in the most effective and efficient manner. The desired outcome is the efficient collection of delinquent property taxes, penalties, and interest. GOVT. CODE § 2254.1036(1)(A).
- B. The College believes the Firm has the qualifications, competency, and experience necessary to fulfill the contract. GOVT. CODE § 2254.1036(1)(B). The Firm and its predecessor, Gay, McCall, Isaacks, & Roberts, PC, collected delinquent government receivables for nearly 40 years, and represented the College in delinquent tax matters since the late 1980’s, and the Firm has continued that tradition since Gay, McCall, Isaacks, & Roberts, PC, merged with the Firm in July 2018. The Firm employs more than 50 individuals, including 19 attorneys. Its collection team consists of long-term Firm employees, including attorneys, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts.
- C. The nature of any relationship between the College and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C).
  - i. The Firm and its predecessor Gay, McCall, Isaacks & Roberts, PC, has represented the College in the collection of delinquent taxes for over thirty (30) years, and has served as the College’s general counsel since the late 1990s.
- D. The College is unable to perform this function and efficiently collect its own delinquent taxes. GOVT. CODE § 2254.1036(1)(D). The services involve filing a high volume of cases each month and performing the services in-house would require the taxing units to invest in additional technology, personnel, and other resources to provide adequate support services incidental to the legal services.
- E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent taxes (Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48). This percentage-based fee is assessed only against the debtor and not the College or taxpayers of the College. The collection of delinquent taxes is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amount of delinquent taxes due and represent an additional cost to the College. The Tax Code does not expressly authorize the College to pay for collection services based on an hourly fee.
- F. The College believes this contingent fee contract is in its best interest. 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 to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the College or taxpayers of the College. This contract will allow the Taxing Entities to recover delinquent property taxes, penalties and interest that are essential revenue.

**Posted by the Collin County Community College District this \_\_\_\_\_ day of March, 2021.**

**By**

\_\_\_\_\_  
**For the Board of Trustees**



proceedings in connection with the collection of taxes (delinquent or otherwise), the parties have agreed that reasonable attorneys' fees shall be a contingency fee of twenty (20%) of delinquent base taxes, penalties and interest due to the College. Nonetheless, the College shall be under no obligation to compensate the Firm for its services out of the amounts identified as base taxes, penalties or interest and paid to the College or its tax assessor-collector."

**Approved and Effective this \_ day of \_\_\_\_\_, 2021.**

**Collin County Community College District**

**Abernathy, Roeder, Boyd, & Hullett, PC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Director

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

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

**Written Findings as to the Collections Contract with  
Abernathy, Roeder, Boyd & Hullett, P.C.:**

The governing body for the College, in support of its decision to contract with Abernathy, Roeder, Boyd & Hullett, P.C. pursuant to Section 2254.1036, of the Government Code, the Collin County Community College District 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 the College; 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 College does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

APPROVED and EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

Title: \_\_\_\_\_

Collin County Community College District

# Exhibit "A" - page 1 of 11

## CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS                   §  
  §  
COUNTY OF COLLIN                   §

THIS CONTRACT is made and entered into by and between the COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of Texas, acting by and through its governing body, (hereinafter called "College"), and ABERNATHY, ROEDER, BOYD & HULLETT, P.C. (CONTACT: DAVID MCCALL), McKinney, Texas, (hereinafter called the "FIRM").

### I.

COLLEGE agrees to employ and does hereby employ FIRM to enforce by suit or otherwise, the collection of all delinquent ad valorem taxes, penalty and interest, owing to the COLLEGE, which the COLLEGE refers to the FIRM, provided the current year's taxes have become delinquent within the period of this Contract, and therefore shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this Contract on property that is not delinquent for any prior year become subject to the terms of this Contract on the 1st day of July of the year in which they become delinquent; and
- B. Taxes that become delinquent during the term of this Contract on property that is delinquent for prior tax years and upon which the FIRM initiates or has initiated legal activity shall become subject to its terms on the first day of delinquency.
- C. All delinquent personal property taxes shall become subject to this Contract and shall be turned over to the FIRM for collection 60 days after the delinquency date for said taxes that become delinquent on or after February 1, 2019.
- D. Other taxes, including current taxes, which are turned over to the FIRM by the COLLEGE's tax 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 attorney's fees as set forth herein, when such attorney's fees are actually recovered from the taxpayer.

- E. COLLEGE reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the FIRM for collection.

**II.**

The FIRM's relationship with COLLEGE shall at all times be that of an independent contractor. The method and manner in which the FIRM's services hereunder shall be performed shall be determined by the FIRM in its sole discretion, and COLLEGE will not exercise control over the FIRM or its employees. The employees, methods, equipment and facilities used by the FIRM shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate the FIRM, or any of its employees, as employees of COLLEGE.

**III.**

All services provided by FIRM hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the profession in the State of Texas applicable to such services of the type of collection services contemplated by this Agreement, and FIRM shall be responsible for all services provided hereunder. FIRM shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay and will give these services such priority in its office as is necessary to cause FIRM's services hereunder to be timely and properly performed.

**IV.**

The FIRM shall call to the attention of the COLLEGE's designated tax collector or other officials any errors, double assessments or other discrepancies coming under their observation during the progress of the work and shall intervene on behalf of the COLLEGE in all suits for taxes hereafter filed by any taxing unit for ad valorem taxes on property located within its geographical limits.

**V.**

COLLEGE, or its authorized tax collector, agrees to furnish a delinquent tax roll including all data the COLLEGE may have based upon Collin County tax roll information as to the name and

address of the taxpayer, the legal description of the property, and the years and amount of taxes due, to FIRM on all property within COLLEGE's jurisdiction. COLLEGE further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll as such information is available.

## VI.

FIRM agrees to file suit on and reduce to judgment and sale or to enforce the collection otherwise of delinquent taxes on property located within the COLLEGE's taxing jurisdiction. The FIRM shall have the authority to procure on behalf of COLLEGE the necessary data and information as to the name, identity, and location of the necessary parties, and legal description of such property. FIRM agrees to sue for recovery of these costs as court costs as provided by Texas Property Tax Code Section 33.48.

## VII.

FIRM further agrees to begin work upon receipt of a delinquent tax file, to proceed diligently in all collection efforts, and to report progress to the COLLEGE on a monthly basis. FIRM shall advise the representative designated by the COLLEGE of all delinquent accounts where an investigation reveals mitigating circumstances and/or taxpayers financially unable to pay their delinquent taxes.

FIRM and COLLEGE hereby agree that certain standards for performance of this Agreement are necessary to ensure that all parties understand the intent of the other party. These standards are not designed to give rights to third parties. Instead, in order for all parties to fully perform the necessary duties under this Agreement, the Parties hereby establish standards which sets forth the goals and objectives of the COLLEGE and criteria which expresses what is required of the FIRM under this Agreement ("Performance Criteria"), as set forth in Exhibit "A" attached hereto and incorporated by reference as if written word for word herein. The Performance Criteria may be updated on an as needed basis. Failure of the FIRM to perform in accordance with the Performance Criteria, after thirty (30)

day written notice and ten (10) day opportunity to cure may result in the termination of this Agreement at the discretion of the COLLEGE.

### VIII.

COLLEGE further agrees to employ and does hereby employ FIRM on a mutually agreed upon basis, to include in any suit filed for delinquent taxes the collection of receivables, such as mowing liens, demolition liens, and other liens filed by the Collin County Community College District with the County Clerk of Collin County, Texas. COLLEGE reserves the right to make the final decision as to whether or not to enforce by suit the collection of any such receivables. FIRM agrees to include the COLLEGE's claims for amounts due pursuant to such liens in delinquent tax collections suits when applicable. Such receivables become subject to the terms of this contract at the time they are turned over to the FIRM, and the FIRM is entitled to attorney's fees of twenty percent (20%) of any amounts awarded by a court and actually received by COLLEGE; however, College shall not be liable for payment of any attorney's fees to FIRM. The FIRM agrees to seek recovery of such attorney's fees on behalf of the COLLEGE. The COLLEGE reserves the right to accept or reject any payments tendered for less than the full amount due including attorney's fees. COLLEGE agrees to pay over such compensation to FIRM monthly by check.

### IX.

COLLEGE agrees to pay to FIRM as compensation for services as follows:

1. For Tax Year 2007 and Subsequent Years: COLLEGE agrees to pay FIRM as compensation hereunder the maximum allowable to be charged as additional penalty under Texas Property Tax Code Sections 33.07 and 33.11, or as attorney's fees charged as costs in a suit to collect a delinquent tax under Texas Property Tax Code Section 33.48, whichever is applicable, only upon collection and payment to the collector of taxes after the earliest dates for attachment of said penalty and/or costs prescribed in the aforementioned statutes.

2. For Tax Year 2006 and Prior Years: COLLEGE agrees to pay FIRM as compensation hereunder fifteen percent (15 %) of the amount of all delinquent taxes, penalty and interest for each applicable year in which said amount is actually collected and paid to the collector of taxes during the term of this contract as and when collected.

All compensation provided for herein shall become the property of the FIRM at the time of payment of taxes, penalty, interest and costs to the collector of taxes, subject to the terms of this contract. The collector shall pay over said funds monthly by check.

X.

The initial term of this Contract shall be for five (5) years, from September 1, 2019, through August 31, 2024, with the option to renew for an additional five (5) year term, if mutually agreeable. However, either party to this Contract shall have the right to terminate this Contract at any time by giving the other party thirty (30) days written notice of its desire and intention to terminate this Contract; and further provided that the FIRM shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this Contract becomes terminated. FIRM shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. In consideration of the terms and compensation herein stated, FIRM hereby accepts said employment and undertakes the performance of this contract as above written.

In the event that the contract period provided herein shall expire without termination or renewal, this contract shall automatically be extended for successive thirty (30) day periods until such is terminated or renewed by the COLLEGE.

XI.

All disputes arising in connection with this Contract shall be resolved exclusively in Civil

District Court in Collin County, unless venue for any such dispute is required by law to be in another court. The parties hereto agree that the laws of the State of Texas shall govern and control the interpretation, performance and enforcement of this Contract.

XII.

Before commencing work, the FIRM shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the Collin County Community College District. The FIRM shall furnish to the Collin County Community College District Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

Collin County Community College District  
ATTN: H. Neil Matkin – District President  
3452 Spur 399  
McKinney, Texas 75069

Professional Liability Insurance to provide coverage against any claim which the FIRM and all firms engaged or employed by the FIRM become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$1,000,000 per claim, \$2,000,000 annual aggregate.

**NOTE:** If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the Collin County Community College District.

A. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:

1. All insurance policies shall be endorsed to the effect that Collin County Community College District will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.

B. All insurance shall be purchased from an insurance company that meets a financial rating of B+ VI or better as assigned by AM. Best Company or equivalent.

### XIII.

In the event the FIRM receives any funds on behalf of the COLLEGE, the FIRM shall receive and handle all collections as constructive trustee for the use and benefit of the COLLEGE. All accounts and funds received by FIRM and documentation of any kind furnished by the COLLEGE shall at all times remain the property of the COLLEGE. In the event of termination of this Agreement for any reason or expiration thereof, such funds and documentation shall be returned within five (5) days to the COLLEGE. FIRM may not, under any circumstances, withhold such funds.

### XIV.

At any time during normal business hours and as often as the COLLEGE may deem reasonably necessary, FIRM shall make available to a representative designated in writing by the COLLEGE for examination, all of FIRM's records, whether written or electronically generated and stored, which include but are not limited to all collections, accounts, activity, disposition, etc., with respect to all matters covered by this Agreement, and will permit the COLLEGE to examine such records; however, COLLEGE shall use best efforts to protect the FIRM's attorney work product and all confidential information pursuant to the Texas Public Information Act, and in furtherance of the foregoing, College

shall only make copies, excerpts, or transcripts from such records which are or which are determined to be public information by the Texas Attorney General.

XV.

FIRM shall at all times observe and comply with all federal, state, and local laws, ordinances, regulations, and policies of the COLLEGE, which in any manner affect FIRM or its services.

XVI.

If any portion of this contract is deemed unenforceable due to operation of law or otherwise, all remaining provisions shall continue to operate in full force and the parties shall be bound thereby until the end of the contract term.

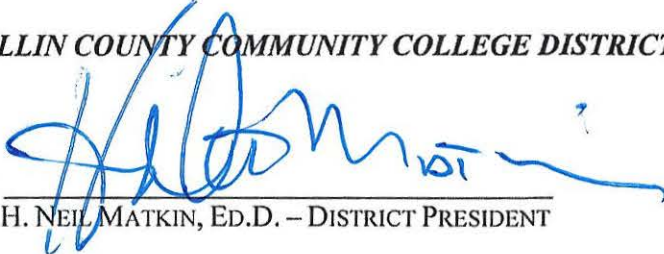
XVII.

FIRM agrees to give full attention to the fulfillment of this Agreement and to give such priority to this Agreement so as to timely effectuate its purpose. COLLEGE agrees to provide in timely manner information necessary to allow the FIRM to fulfill its obligations herein. This Agreement may not be assigned, in whole or in part, without the prior written consent of the COLLEGE, and no part or feature of the work will be subcontracted to anyone without the approval of the COLLEGE. FIRM further agrees that the assignment of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve FIRM from its full obligations to the COLLEGE as provided by this Agreement.

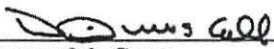
In consideration of the terms and compensation herein stated, Abernathy, Roeder, Boyd & Hullett, P.C. accepts said employment and undertakes the performance of this Contract as above written.

This Contract is executed on behalf of the COLLEGE by H. Neil Matkin, Ed.D., who is authorized to execute this instrument by Order heretofore passed this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, in McKinney, Collin County, Texas.

**COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**

By:   
H. NEIL MATKIN, ED.D. – DISTRICT PRESIDENT

**ABERNATHY, ROEDER, BOYD & HULLETT, P.C.**

By:   
DAVID MCCALL  
1700 Redbud Blvd #300  
McKinney, Texas 75069

## EXHIBIT "A"

### PERFORMANCE CRITERIA

The FIRM shall at all times perform work under the Agreement to the customary standards of professionals performing the same type of services in the Dallas-Fort Worth, Texas metropolitan area. FIRM shall perform the functions of the Agreement in a timely manner considering the subject matter at issue. In addition,

A. The FIRM will be proactive and pursue delinquent properties in a timely manner on properties that are vacant, have a deceased owner, or have no improvements. If the College becomes aware of properties that have been vacated, have a deceased owner, or are without improvements, College shall notify the FIRM in writing of said properties.

B. The College may from time to time deem certain properties with delinquent taxes a priority for legal action. College shall provide FIRM with a list in writing of said properties.

C. Each party shall assign an employee to coordinate collections efforts under the Agreement, with the respective employee being the primary point of contact between FIRM and College.

D. The FIRM shall closely monitor delinquent tax rolls and not let delinquent real property accounts be removed by statute, unless otherwise directed. The College and the FIRM acknowledge that delinquent taxes on property with over-65 or other deferrals may cause the delinquent taxes to extend beyond the statute of limitations, requiring removal of such delinquent taxes from the delinquent tax roll pursuant to statute.

E. The FIRM shall obtain a judgment on all properties, unless otherwise directed by the College or prohibited by law. All unimproved or non-occupied properties shall be foreclosed on. The remainder of the properties shall be determined on a case-by-case basis. In the event the College elects to not foreclose on occupied properties, the College shall reimburse FIRM for actual out-of-pocket publication costs and title fees; however, when such judgment is satisfied, in any manner, the College shall be entitled to withhold an amount equal to such publication costs and title fees, plus interest as provided for in the judgment, from the amount the College actually collects.

F. In addition to the monthly reports provided by the tax collector, the FIRM will provide College with a twice-yearly summary of cases filed, judgments rendered, and sheriffs' sales conducted, including an analysis of the FIRM's progress in collection of the College's delinquent taxes. The FIRM shall inform College the day a tax suit has been filed on a property by email to the College's designated employee.

G. The FIRM and College shall meet and discuss occupied non-homestead properties which have been delinquent for more than two (2) years. The FIRM shall pursue collection on all such properties as directed by the College.

H. Sheriffs Sales:

1. FIRM shall diligently pursue foreclosure of properties identified to the FIRM by the College as priority accounts.

3. If the College requests, the FIRM shall ask the sheriff/constable to strike off properties to the College.
  - I. The FIRM will provide delinquent ad valorem tax related legal services to the College, including full representation in appraisal law, abatement issues, condemnation law, and other related real estate matters at no cost to the College.
  - J. The FIRM will represent the College in all bankruptcy matters in which the College is owed money; the FIRM will receive a fee only in those cases in which a fee is recovered from the debtor.
  - K. The FIRM will provide property tax audits a requested by the College at no cost to the College.

March 2, 2021

**SUBJECT:**

Report Out of the Finance and Audit Committee and Approval to Restate the Current Contract for the Collection of Delinquent Taxes with Abernathy, Roeder, Boyd & Hullett P.C. to Serve the District in the Collection of All Delinquent Ad Valorem Taxes, Penalties, and Interest Owed to the District, Pursuant to Texas Tax Code, Section 6.30, and Government Code 2254.1036

**RECOMMENDATION**

The District President recommends approval to restate the contract with Abernathy, Roeder, Boyd & Hullett P.C. to serve the District in the collection of all delinquent ad valorem taxes, penalties, and interest owed to the District.

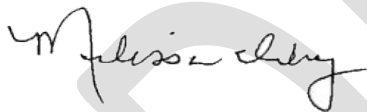
**RESOURCE PERSONNEL**

Melissa Irby, Chief Financial Officer

**ATTACHMENTS**

- A) Restatement to Contract for the Collection of Delinquent Taxes
- B) Required Notice Pursuant to Government Code Section 2254.1036

Respectfully Submitted By:



Melissa Irby, Chief Financial Officer