

ORDINANCE NO. 23-00443

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES

SECTION I. PARTIES TO THE CONTRACT

THIS CONTRACT, hereinafter called "Contract", is made and entered into by and between the **City of Mustang Ridge**, Texas, acting herein by and through its governing body, hereinafter called "the City" and **Perdue, Brandon, Fielder, Collins & Mott, L.L.P.**, hereinafter called "Perdue".

THIS CONTRACT supersedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

The City agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the City and Perdue agree as follows:

SECTION II. CITY'S COLLECTION OBLIGATIONS

A. The City agrees to refer all delinquent accounts, as defined below, to Perdue for collection on or about the first (1st) or the fifteenth (15th) of each month. The City shall refer all delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable to the City. All delinquent accounts should be in a specified format that will allow Perdue to process the account data.

B. An account is considered delinquent when not paid within sixty (60) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date.

C. The City will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fines, fees, and court costs that are subject to this Contract.

SECTION III. PERDUE'S COLLECTION OBLIGATIONS

A. Perdue agrees to receive and process payments for delinquent accounts made to the City by defendants. Perdue shall remit all payments that it receives, including the collection fees described in Section IV of this contract, to the City on a monthly basis. Perdue may accept payments via cashier's check, money order or credit card. Any additional costs, transaction fees, surcharges or convenience fees associated with and/or incurred by the processing of credit card payments shall be paid by the defendants and shall be added to the balance due by said defendants. The parties reserve the right to review this collection procedure 12 months following the effective date of this contract, and each succeeding 12-month period thereafter, to change the procedure if necessary, including, but not limited to, providing that all payments for delinquent accounts shall be made directly to the City.

Perdue shall maintain all payments that it receives and processes on behalf of the City in its IOLTA trust account.

Perdue reserves the right to return any accounts not collected within one (1) year of referral by the City. Neither party will have any obligation to the other with regard to returned accounts.

B. Perdue agrees to use its best efforts to collect the delinquent accounts received from the City and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

C. If requested by the City, Perdue agrees to provide legal advice to the City on its delinquent collection accounts.

SECTION IV. COLLECTION FEE

The City agrees to pay Perdue as follows:

(1) No charge for the collected fines, fees, and court costs referred to Perdue by the City imposed on all unadjudicated offenses committed on or before June 18, 2003.

(2) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all adjudicated offenses committed on or before June 18, 2003; and

(3) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all offenses occurring after June 18, 2003.

The thirty percent (30%) collection fee shall be added to the amount owed by a defendant that is more than 60 days past due pursuant to Article 103.001, Texas Code of Criminal Procedure.

SECTION V. EXCEPTIONS TO THE COLLECTION FEE

Pursuant to Article 103.0031(b), Texas Code of Criminal Procedure, Perdue cannot collect from a defendant the percentages referred to in Section IV. COLLECTION FEE if the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient

resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. The collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service.

The collection fee shall, however, be applied to any balance remaining after a partial credit for time served or community service if the balance is more than 60 days past due.

SECTION VI. METHOD OF PAYMENT

Perdue shall remit all payments that it receives, including the collection fees described in Section IV of this contract, to the City on a monthly basis. Perdue shall invoice the City for its services on a monthly basis. Said fee shall be paid to Perdue by check on a monthly basis. All compensation shall become the property of Perdue at the time of payment.

SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on September 11, 2023 and continue in full force and effect until September 10th, 2026. Either party to this agreement shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this Contract. Upon termination, Perdue shall have an additional six (6) months to complete work on all delinquent accounts referred from the City prior to the date of termination and will be entitled to compensation on such accounts if collected. On September 11, 2026, this contract and all its terms and conditions shall automatically renew and be effective for an additional one (1) year term and thereafter continues to renew automatically for a one (1) year term until terminated by either party as provided herein.

SECTION VIII. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from the City shall be sent to Perdue by electronic mail and by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Sergio Garcia
3301 Northland Drive, Ste. 505
Austin, Texas 78731
sgarcia@pbfc.com
512-302-0190

AND

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Tony Fidelie
900 8th Street, Suite 1100
Wichita Falls, Texas 76301
tfidelie@pbfc.com
940-723-4323

All notices from Perdue shall be sent to the City by electronic mail and by certified United States mail, or delivered by hand or courier, and addressed as follows:

City of Mustang Ridge
Attn: Christina Gomez, City Administrator
12800 Highway 183 South
Mustang Ridge, Texas 78610
cgomez@mustangridgetx.gov
512-243-1775

SECTION IX. VENUE AND CONTROLLING LAW

This Contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Contract shall be in the appropriate courts in Travis County, Texas.

SECTION X. ACCEPTANCE OF EMPLOYMENT

In consideration of the terms and compensation herein stated, Perdue hereby accepts said employment and undertakes performance of said Contract as set forth above.

SECTION XI. SEVERABILITY

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction 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, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This Contract is executed on behalf of the City by the presiding officer of its governing body who is authorized to execute this instrument by Ordinance heretofore passed and recorded in its minutes. This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts

executed on behalf of the City by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

SECTION XII. OTHER PROVISIONS


Pursuant to Chapters 2252, 2271 and 2274 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 engages in business with Iran, Sudan, or a foreign terrorist organization.

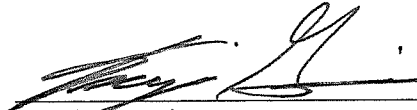
The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar’s Office of Chief Disciplinary Counsel will provide you with information about how to file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

WITNESS the signature of all parties hereto this 11th day of September 2023.

CITY OF MUSTANG RIDGE, TEXAS

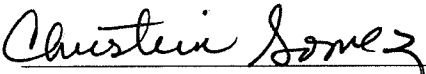
**PERDUE, BRANDON, FIELDER
COLLINS & MOTT, LLP**

By: 
David Bunn, Mayor

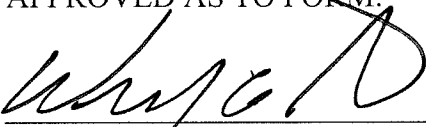
By: 
Sergio Garcia, Partner



ATTESTED TO:


Christina Gomez, City Secretary

APPROVED AS TO FORM:


City Attorney

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

The City Council for the City of Mustang Ridge, 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 the City of Mustang Ridge; 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 City of Mustang Ridge does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this City Council hereby approves the contract by and between City of Mustang Ridge and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent fines and fee with services to be paid in accordance with Texas Code of Criminal Procedure.

APPROVED and EXECUTED this the 11th day of September, 2023.



A handwritten signature in black ink, appearing to read "David Bunn", is written over a horizontal line.

David Bunn, Mayor
On Behalf of the City of Mustang Ridge

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

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David Bunn, Mayor
On Behalf of the City of Mustang Ridge