

**CONTRACT FOR COLLECTION
OF
DELINQUENT MUNICIPAL COURT FINES AND FEES**

STATE OF TEXAS

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COUNTY OF TRAVIS

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THIS CONTRACT is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, acting herein by and through its governing body, hereinafter styled "City," and McCREARY, VESELKA, BRAGG AND ALLEN, P.C., hereinafter styled "MVBA."

I.

The City agrees to retain and does hereby retain MVBA to provide specific legal services provided herein and enforce the collection of delinquent municipal court fines, fees, court costs, restitution, debts and accounts receivable, and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees") pursuant to the terms and conditions described herein. Legal services shall include but not be limited to recommendations and legal advice to the City to take legal enforcement action; representing the City in any dispute or legal challenge to authority to collect such court fees and fines; defending the City in litigation or challenges of its collection authority; and representing the City in collection interests in bankruptcy matters as determined by MVBA or the City. The City further authorizes MVBA to execute all legal documents reasonably necessary to pursue the collection of the City's claims in connection with the collection of fines and fees subject to this contract. This contract supersedes all prior oral and written contracts between the parties regarding court fees and fines 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.

II.

For purposes of this contract, all Fines and Fees shall be referred to MVBA when determined to be delinquent as provided in Article 103.0031, Code of Criminal Procedure.

At least once each month, on a date or dates agreed upon by the parties, the City will provide MVBA with copies of, or access to, the information and documentation necessary to collect the Fines and Fees subject to this contract. The City shall furnish the information to MVBA by electronic transmission or magnetic medium.

III.

MVBA shall advise all defendants to forward payments directly to the City.

MVBA shall forward to the City all cashier's checks or money orders received by MVBA made payable to the City and any correspondence from the defendants. Cashier's checks, money orders, or any other payment received by MVBA made payable to MVBA will be deposited daily into the MVBA Trust Account. **All communications from MVBA to defendants, whether oral or written, shall instruct defendants to forward all monies directly to the City of Pflugerville Municipal Court.** Despite instructions to the defendant to the contrary, if MVBA receives any direct payment on any case by a defendant or an agent of a defendant, MVBA will receive and record any such payment made and immediately remit the same to the City.

Upon written direction, the City reserves the right to change the collection method so that all monies are paid directly to MVBA. MVBA shall remit to the City, at least once a week, all funds deposited into the MVBA Trust Account, which pays the entire balance of a fines and fees account, along with an invoice detailing the docket number, name of defendant, the amount paid by the defendant to MVBA or directly to the City and the MVBA fee percentage and fees earned for each case. The remittance from MVBA to the City shall include the fees earned by MVBA on the fines and fees collected.

IV.

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses, and/or costs arising from claims for damages or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees, or contractors. Furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

V.

For the collection of Fines and Fees, the City agrees to pay to MVBA, as compensation for the legal services rendered the following fees:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, there is no fee due (0%) MVBA on the amount collected by the Court on those cases.
2. For those Fines and Fees imposed against Adjudicated Offenses regardless of the date of the offense, and against Unadjudicated Offenses that occurred on or after June 18, 2003, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the Court as provided by Article 103.0031 of the Code of Criminal Procedure.

3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the City.

All compensation due to MVBA shall become the property of MVBA at the time the defendant pays the fines and fees. The City shall pay MVBA said compensation monthly by check.

VI.

The City recognizes and acknowledges that MVBA owns all rights, titles, and interests in certain proprietary software that MVBA may utilize to perform the services provided in the contract. The City agrees and hereby grants to MVBA the right to use and incorporate any information provided by the City (“case or defendant information”) to update the databases in this proprietary software, and, notwithstanding that the case or defendant information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City’s accounts at any time.

MVBA agrees that it will not share or disclose any specific confidential case or defendant information with any other company, individual, organization, or agency without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA shall have the right to use case or defendant information for internal analysis, improve the proprietary software and database, and generate aggregate data and statistics that may inherently contain case and defendant information. These aggregate statistics are owned solely by MVBA and will generally be used internally but may be shared with MVBA’s affiliates, partners, or other third parties to improve MVBA’s software and services.

MVBA reserves the right to return to the City all accounts not collected within one (1) year of referral by the City or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

VII.

The initial term of this contract is **three years, beginning on the first day of the month following the execution of this contract by both parties.** Either party may terminate this contract by delivering sixty (60) days written “Notice of Termination of Contract” to the other party of its intent to terminate this contract.

In the event that the City terminates this contract, MVBA shall be entitled to continue its collection activity on all accounts previously referred to MVBA for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph V of this contract for all amounts collected on accounts referred to MVBA. The City may, at its discretion, refer additional accounts to MVBA after notice of termination has been received by MVBA. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA.

Interlocal Agreement

MVBA agrees to extend prices and terms to all entities or other political subdivisions or municipalities who have entered or will enter joint purchasing interlocal cooperation agreement(s) with the City.

VIII.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, P.C.
Attention: Matthew Tepper
P.O. Box 1310
Round Rock, Texas 78680-1310

or delivered by hand or courier and addressed to 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier to the following address:

City of Pflugerville, Texas
Attention: City Manager
P.O. Box 589
Pflugerville, Texas 78691-0589

IX.

This contract is made and is to be interpreted under the laws of the State of Texas. The exclusive venue for any action, lawsuit, claim, dispute, or other legal proceeding concerning or arising out of this contract shall be in Travis County, Texas.

In the event that any provision(s) of this contract shall, for any reason, be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract. It shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract. Every provision of this Contract is intended to be severable. If any term or provision of this Contract is deemed to be invalid, void, or unenforceable for any reason by a District Court, to the extent possible, such invalidity or unenforceability shall not affect the validity of the remainder of this Contract, it is intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part thereof.

In accordance with the requirements of Chapter 2271, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA does not boycott Israel and will not boycott Israel during the term of this Contract. In accordance with the requirements of Chapter 2274, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA 1) does not and will not boycott energy companies and will not boycott energy companies during the term of this Contract, and 2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

X.

In consideration of the terms and compensation stated herein, MVBA hereby agrees to perform the contract as set forth above.

The City has authorized the chief executive officer to execute this contract by order heretofore passed and duly 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 shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2024.

CITY OF PFLUGERVILLE, TEXAS

_____,
Mayor

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

Matthew Tepper
Shareholder