

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, provided however that no case on which a jury trial has been requested, no case within a deferral period for court ordered deferred disposition, and no case awaiting successful completion of a driving safety course shall be considered delinquent until such case results in a final conviction.

C. The Client will provide the Firm 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.

III. FIRM'S RESPONSIBILITIES

A. The Firm agrees to refer all payments and correspondence directly to the court that has assessed or levied the fines, fees, and court costs being collected pursuant to this Contract. The Firm reserves the right to return any accounts not collected within one (1) year of referral by the Client, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other with regard to returned accounts.

B. The Firm agrees to use its best efforts to collect the delinquent accounts received from the Client 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 Client, the Firm agrees to provide legal advice to the Client on its delinquent accounts.

IV. COLLECTION FEE

The Client agrees to pay the Firm as compensation for services rendered hereinunder, the percentage-based collection fees as set forth below, of the collected fines and fee subject to this Contract and which are collected and paid:

Zero percent (0%) for all unadjudicated offenses committed on or before June 18, 2003;

Thirty percent (30%) for all adjudicated offenses committed on or before June 18, 2003; and
Thirty percent (30%) for all offenses committed after June 18, 2003.

The percentage-based collection fee shall be added to the amount owed by a defendant that is more than sixty (60) days past due pursuant to Article 103.0031(b), Texas Code of Criminal Procedure.

V. EXCEPTIONS TO THE COLLECTION FEE

Pursuant to Article 103.0031(d), Texas Code of Criminal Procedure, the Firm cannot collect from a defendant the percentages referred to in section IV. COLLECTION FEE of this Contract 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 sixty (60) days past due.

Additionally, the Firm shall waive any collection fee if the police initiate contact with, or arrest, a defendant for any reason that is unrelated to the collection fee warrant (i.e. defendant is stopped for traffic and is arrested for a pending collection fee warrant).

VI. METHOD OF PAYMENT

The compensation stated herein shall become the property of the Firm at the time such delinquent fines and fees are actually paid, and shall be paid to the Firm by check or ACH on a monthly basis.

VII. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on January 24, 2023 and continue in force and effect until January 23, 2026 (hereinafter referred to as the “Term”), at which time the parties may mutually agree to renew this Contract for two additional one-year terms and thereafter the Contract shall continue on a month-to-

month basis until terminated by written notice. The parties may agree before the end of the Term to extend this Contract.

During the term of this Contract, either party may cancel and terminate this Contract for cause by giving the Firm written notice of the specific cause for termination and providing sixty (60) days for cure. If the Firm does not cure, then the Client shall provide the Firm written notice of termination.

After this Contract expires at the end of its Term or is otherwise terminated, the Firm shall have an additional six months to complete work on all delinquent accounts referred prior to the notice of termination and will be entitled to compensation on such accounts if collected. During such six-month period, the Firm will be entitled to compensation in accordance with this Contract.

VIII. NOTICES

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

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Michael J. Darlow
1235 North Loop West, Suite 600
Houston, Texas 77008
BY U.S. MAIL OR BY COURIER DELIVERY

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

City of Angleton
Attn: Chris Whittaker
City Hall
121 South Velasco
Angleton, Texas 77515
Telephone: 979-848-5600

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 Brazoria County, Texas.

X. ACCEPTANCE OF EMPLOYMENT

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

This Contract constitutes the entire agreement and understanding between the Firm and Client. All modifications to this contract must be made in writing and signed by both parties. Furthermore, this Contract cannot be transferred or assigned by either party without the consent of both parties.

This Contract is executed on behalf of the Client by the presiding officer of its governing body who is authorized to execute this instrument by action of its governing body that was duly passed and recorded in its minutes.

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. Any 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.

XII. INDEMNIFICATION AND RELEASE

It is further agreed that the Firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation,

court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Firm under this contract. Such indemnity shall apply, to the extent permitted by law, regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

The Firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply, to the extent permitted by law, regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Firm, or any third party.

The Client expressly agrees that the Firm's performance of this Contract is authorized by applicable state and federal laws, including Article 103.001 of the Texas Code of Criminal Procedures.

XIII. COMPLIANCE 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 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.

WITNESS the signature of all parties hereto this _____ day of _____, 2023 in Brazoria County, Texas.

CITY OF ANGLETON

By: _____
JASON PEREZ, MAYOR

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

By: _____
MICHAEL J. DARLOW, PARTNER

Attachment A: Written Findings

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

In an open meeting, the City of Angleton Council considered all matters listed in 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 City Council, 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 Angleton; 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 Angleton does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, the City of Angleton hereby approves the formation of the contract by and between the City of Angleton and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent court fines, fees and court costs with services to be paid in accordance with Article 103.0031(b) of the Texas Code of Criminal Procedure.

APPROVED and EXECUTED this the _____ day of _____, 2023.

CITY OF ANGLETON