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COUNTY OF BANDERA

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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 BANDERA**, Texas, acting herein by and through its governing body, hereinafter called "the City" and **Perdue Brandon Fielder Collins & Mott, LLP**, 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, 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 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.

- D. The City shall post all amounts remitted by the Firm as provided in Section III of this Contract and agrees to pay the Firm its Collection Fee as described in Section IV in the manner provided in Section VI of this Contract.

SECTION III. PERDUE'S COLLECTION OBLIGATIONS

- A. All correspondence will instruct that payments are directed to the Court that has assessed or levied the fines, fees, and court costs being collected pursuant to this Contract. For those payments made payable to Perdue, or in the form of credit, debit, or electronic draft, the Firm shall deposit said amounts into the Firm's Trust Account ("IOLTA Account"). The Firm shall remit to the Client, on a semi-monthly basis, all funds deposited into its IOLTA Account. These remitted amounts shall include all the amounts due for the respective delinquent account along with a corresponding invoice. As part of the remitted funds, Perdue will tender the Firm's Collection Fee as described in Section IV of this Contract.
- 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 103.0031, 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 sixty (60) days past due.

SECTION VI. METHOD OF PAYMENT

Absent an agreement otherwise, Perdue shall invoice the City for its services monthly. 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 _____, 2025, and continue in full force and effect until _____, 2028. Upon completion of the three-year initial term, this Contract shall continue to renew automatically for one-year terms from year to year until terminated by either party as provided herein. Either party shall have the right to terminate this agreement by giving the other party sixty (60) days written notice of their desire and intention to terminate this Contract. Upon termination of the contract, 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.

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: Carlos M. Arce
613 NW Loop 410, Ste. 550
San Antonio, Texas 78216
carce@pbfc.com

AND

Perdue Brandon Fielder Collins &
Mott, LLP
Attn: Jason L. Bailey
1235 North Loop West, Ste. 600
Houston, TX 77008
jbailey@pbfc.com

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 Bandera, Texas
Attn: City Administrator
P.O. Box 896
Bandera, Texas 78003

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 Bandera 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 or authorized representative 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. CONFIDENTIALITY

The Parties to this Contract agree that each shall treat as confidential all information provided by a party to the others regarding such party's business and operations including proprietary technology and systems.

SECTION XIII. 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 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 _____ 2025.

THE CITY OF BANDERA

HON. DENISE GRIFFIN
Mayor

PERDUE BRANDON FIELDER COLLINS & MOTT, LLP

CARLOS M. ARCE
Partner