

III.

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 or money orders received by MVBA, payable to MVBA, will be deposited daily into the MVBA Trust Account. MVBA may collect the amount due from the defendant by credit card or electronic draft, the funds of which shall be deposited into the MVBA Trust Account. MVBA shall remit to the City, weekly, all funds deposited into the MVBA Trust Account, along with an invoice detailing the docket number, name of the 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. The City shall be responsible for posting to the City's records the payment of all fines and fees and accounts receivable collected pursuant to this contract.

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 that 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 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 the 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 of payment of the fines and fees by the defendant. The City shall pay MVBA's compensation monthly by check.

VI.

The City recognizes and acknowledges that MVBA owns all rights, title, and interest in certain proprietary software that MVBA may utilize in conjunction with performing 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. However, they 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 **five years, beginning on the first day of the month following the execution of this contract by both parties**, and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written "Notice of Termination of Contract" to the other party of its intent to terminate this contract, at least, sixty (60) days prior to each anniversary date of this contract.

If either party 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. At its discretion, the City may refer additional accounts to MVBA after MVBA has received notice of termination. 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 Breckenridge, Texas
Attention: City Manager
105 North Rose Ave
Breckenridge, Texas 76424

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 Stephens 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 Chapters 2273.003, 2274.001, and 2276.002, Texas Government Code, the signatory executing this contract on behalf of MVBA does hereby verify that MVBA (1) does not and will not have a practice, policy, or directive that discriminates against a firearm entity or firearm trade association, (2) does not and will not boycott or discriminate against energy companies, and (3) does not and will not provide abortion services or affiliate with an abortion provider, during the term of this contract.

X.

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake the performance of the said 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. 2026.

CITY OF BRECKENRIDGE, TEXAS

Mayor

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

Matthew Tepper
Shareholder