

EXHIBIT A

CONTRACT FOR THE COLLECTION OF DELINQUENT UTILITY ACCOUNTS

THE STATE OF TEXAS

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COUNTY OF BEXAR

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THIS CONTRACT is made and entered into by and between the **CITY OF FAIR OAKS RANCH, TEXAS, acting by and through its governing body**, (hereinafter the “Client”), and **PERDUE BRANDON FIELDER COLLINS & MOTT, L.L.P.**, (hereinafter the “Law Firm”). The terms and conditions of the contract are as follows:

1. **Nature of Services.** Client agrees to employ the Law Firm to collect utility accounts that are at least 60 days past due, as determined by Client, including, but not limited to, amounts due for utilities provided, services rendered, late fees, disconnect and reconnect fees, and all applicable statutory interest, attorney fees and court costs for the utility accounts that Client turns over to the Law Firm (“Delinquent Utility Accounts”).
2. **Compensation.** As compensation for services required hereunder, Law Firm shall receive a thirty percent (30%) collection fee of the total amount on the Delinquent Utility Accounts turned over to the Law Firm. It is expressly understood that the Law Firm is not entitled to receive payment on any delinquent utility account subsequently paid but that was not turned over to the Law Firm.

The thirty percent (30%) collection fee shall be added to the total amount owed on a Delinquent Utility Account turned over to the Law Firm, pursuant to Section 552.001(b) of the Texas Local Government Code.

3. **Term of Contract.** The initial term of this contract shall commence on April __, 2025, and end on April __, 2027, except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate the agreement.

After the initial two-year term, this contract shall automatically renew 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 to the other party of its intent to terminate this contract at least thirty (30) days prior to the renewal date of this contract.

If the contract is terminated, the Law Firm is entitled to continue its collection activities, and receive compensation in accordance with paragraph 2, on accounts referred by Client prior to termination for a period of thirty (30) days. At the end of such thirty (30) days, all records provided to Law Firm under this Contract shall be returned to Client.

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4. **Credit Reporting.** Client understands and agrees that the Law Firm will not report information on Client's Delinquent Utility Accounts to credit reporting agencies. If it is desired, the Client shall, in its sole discretion, report Delinquent Utility Accounts information to any such agency.
5. **Interest Accrual.** Absent an express agreement to the contrary, the Law Firm will not accrue interest on Client's Delinquent Utility Accounts.
6. **Litigation.** The Law Firm will not file suit, accept any compromise settlement, or incur any litigation expenses chargeable to Client without Client's approval. By agreeing to the filing of a lawsuit, Client understands that it must reimburse Law Firm for all costs and fees chargeable as court costs (e.g., filing fees, citation issuance, process service fees, etc.).
7. **Account Information.** Client agrees to submit for collection only Delinquent Utility Accounts that are validly due and owing by the utility customer or guarantor. Client will provide Law Firm with all information and documentation necessary for the collection of all submitted Delinquent Utility Accounts. Client will provide accurate information on each Delinquent Utility Account and will promptly report any payments it receives or adjustments it makes on Delinquent Utility Accounts turned over to the Law Firm. Client and Law Firm shall work together to expeditiously respond to any debtor correspondence regarding a disputed debt and requests for verification of debt received by Law Firm. Client agrees to provide Law Firm with all copies of records necessary to verify a debt within 10 days of Law Firm's request.

The Client shall refer all Delinquent Utility Accounts by electronic medium, or in any other way that is most favorable to the Client.
8. **Return of Accounts.** Client and Law Firm agree that Law Firm has no obligation to perform collection services for Delinquent Utility Accounts that are determined by Law Firm to be time-barred from collections by an applicable statute of limitation or other similar limitation. Following the return of such accounts from Law Firm to Client, Law Firm shall have no further obligations on these accounts.
9. **Receipt of Payments.** Client gives the Law Firm exclusive authority to collect amounts due on Delinquent Utility Accounts turned over to the Law Firm. It is understood and agreed that the Law Firm will instruct debtors to make all payments payable to Client, and the Law Firm will forward the payment to Client. In the event the Law Firm is identified as the payee, the Law Firm will endorse the payment over to Client.
10. **Billing.** The Law Firm will submit billing invoices to the Client no more frequently than on a monthly basis.
11. **Reporting.** Upon request, Law Firm will provide reports to the Client setting forth the status of Delinquent Utility Accounts turned over to Law Firm by Client.
12. **Notices.** All notices permitted or required under this contract shall be in writing and sent by certified United States mail or delivered by hand or courier to the appropriate party at the address specified

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below. Notice shall be deemed received five (5) business days after mailing if sent by certified United States mail or upon receipt if delivered by hand or courier.

Law Firm:

Perdue, Brandon, Fielder, Collins & Mott, LLP

Attn: John Banks

BY U.S. MAIL OR BY COURIER DELIVERY:

3301 Northland Drive, Suite 505

Austin, TX 78731

Telephone Number: 512-302-0190

Client:

City of Fair Oaks Ranch

Scott M. Huizenga

City Manager

7286 Dietz Elkhorn

Fair Oaks Ranch, TX 78015

13. **Compliance Verification.** A) Pursuant to Chapter 2271 of the Texas Government Code, Law Firm verifies that it does not and will not for the term of this contract boycott Israel. Law Firm will comply with all applicable Texas, Federal, and other laws in the performance of this contract. B) In order to comply with Tx. Govt. Code §2252.152, Law Firm verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. C) In order to comply with Tx. Govt. Code §2274.002, Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. D) In order to comply with Tx. Govt. Code §2274.002, Law Firm verifies that it 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.

14. **Entire Agreement.** This contract constitutes the entire agreement and understanding between Law Firm and Client with respect to the subject matter of this contract and supersedes all previous written or oral representations, agreements, and understandings. 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.

15. **Severability.** If any portion of this contract is found to be illegal, invalid, or otherwise incapable of being enforced, such portion shall be excluded to the minimum extent necessary to remedy such illegality, invalidity, or unenforceability. The remainder of the contract shall remain in full force and effect.

16. **Choice of Law.** This contract, and all claims or causes of action arising out of or related to this contract, shall be interpreted under and governed by the internal laws of the State of Texas.

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Client and Law Firm agree that exclusive venue lies with the courts located in Bexar County, Texas.

17. Attached hereto as Exhibit A, “Written Findings of Fact”, reflecting the City Council’s consideration of all matters listed in Section 2254.1036(a)(1) of the Texas Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP.

Effective this the _____ day of _____, 2025.

CITY OF FAIR OAKS RANCH

PERDUE BRANDON FIELDER COLLINS
& MOTT, LLP

BY: _____

Scott M. Huizenga
City Manager, City of Fair Oaks Ranch

BY: _____

John T. Banks
Partner

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Written Findings: Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP:

In an open meeting, the Fair Oaks Ranch City Council (“Council”) considered all matters listed in Section 2254.1036(a)(1) of the Texas Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP. 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 staff and supporting personnel of the City of Fair Oaks Ranch; 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 the City of Fair Oaks Ranch does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, the City Council for the City of Fair Oaks Ranch hereby approves the contract by and between the City of Fair Oaks Ranch and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent Utility Accounts.