

B. Perdue Brandon 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 Brandon agrees to provide legal advice to the City on its delinquent collection accounts.

D. Perdue Brandon will make its proprietary Automated Assistant program and all of the reports therein, and as developed, available to the City's designated staff at no charge during the term of this Contract.

E. Perdue Brandon agrees that it will utilize other defendant contact methods as allowable by law and approved by the court as new technology is developed.

F. Perdue Brandon agrees to provide local advertisement to support Annual Case Resolution campaign for the Municipal Court.

SECTION IV. COLLECTION FEE

The City agrees to pay Perdue Brandon as follows:

(1) No charge for the collected fines, fees, and court costs referred to Perdue Brandon 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(d), Texas Code of Criminal Procedure, the Firm shall not collect from or hold liable 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. As provided for in subsection (b) of Article 103.0031, 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, the City shall calculate and receive the amount of any collection fee due to Perdue Brandon. Said fee shall be paid to Perdue Brandon by check on a monthly basis. All compensation shall become the property of Perdue Brandon at the time of payment.

SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on 11-12-24 and continue in full force and effect until 11-12-27. On 11-12-27, this contract and all its terms and conditions shall automatically renew and be effective for an additional one (1) year term and thereafter continues to renew automatically for a one (1) year term until terminated by either party as provided herein with at least 60 days notice prior to the renewal term. Upon termination, Perdue Brandon 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. INDEMNIFICATION

Perdue Brandon shall indemnify, hold harmless and defend the City against any claim of liability or loss incurred by the City to the extent caused by the Firm's acts or omissions in the performance of this Contract that constitute negligent or willful acts or are errors or omissions. Such indemnity includes, without limitation, any judgment against the City, attorney fees and necessary litigation expenses.

SECTION IX. NOTICES

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

Perdue Brandon Fielder Collins & Mott, LLP
Attn: Elizabeth Calvo
BY U.S. MAIL OR BY COURIER DELIVERY:
500 E. Border Street, Suite. 640
Arlington, Texas 76010
(817) 461-3344

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

City of Glen Rose
Attn: City Administrator
201 NE Vernon
Glen Rose, TX 76043
(254) 897-2272

SECTION X. 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 Somervell County, Texas.

SECTION XI. ACCEPTANCE OF EMPLOYMENT

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

SECTION XII. 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 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 XIII. STATUTORY COMPLIANCE

The Firm hereby represents and warrants that at the time of this Contract neither the Law Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Law Firm: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

By signing and entering into the Contract, the Firm verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Contract. "Boycott Israel" has the meaning assigned by Section 808.001, Government Code. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code.

By signing and entering into the Contract, the Firm verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, 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 this Contract against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” has the meaning assigned by Section 2274.001(3), Government Code.

The Firm further verifies that all notices, postings, statements, miscellaneous requirements, and conditions precedent contained within Subchapter C of Chapter 2254 and 2274 of the Texas Government Code, and more specifically Section 2254.1036, have been satisfied.

IN CONSIDERATION of the terms and compensation here stated, Perdue Brandon hereby accepts said terms of this contract and undertakes the performance of this contract as specified herein.

WITNESS the signature of all parties hereto this ____ day of _____, 2024.

CITY OF GLEN ROSE, TEXAS

By: _____
Troy Hill, City Administrator

PERDUE BRANDON FIELDER COLLINS & MOTT, LLP

By: _____
Elizabeth Calvo, Partner

ATTESTED TO:

Veronica Welch, Deputy City Secretary