

**CONTRACT FOR COLLECTION
OF
DELINQUENT MUNICIPAL COURT FINES AND FEES**

STATE OF TEXAS

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COUNTY OF COLLIN

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THIS collection agreement ("Agreement") is made and entered into by and between the **CITY OF ALLEN, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**" and collectively referred to as the "Parties".

Chapter 271.102 authorizes a local government to participate in a cooperative purchasing program with another local government. The Texas Local Government Code permits cooperative agreements between local governments for the purchase of goods and services and satisfies the requirement of local governments to seek competitive bids for purchase of such goods and services through Supplier Contracts. On August 14, 2007, Resolution No. 2646-8-07(R) approved an Interlocal Agreement by and between the City of Allen and the City of Lewisville.

I.

The City agrees to retain and does hereby retain MVBA to provide legal services related to the enforcement of the collection of delinquent municipal court fines, fees, court costs, restitution, debts and accounts receivable and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees").

II.

For purposes of this contract all Fines and Fees shall be referred to MVBA when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure.

At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA with copies of, or access to, the information and documentation necessary to collect the Fines and Fees that are subject to this contract. The City shall furnish the information to MVBA by electronic transmission or magnetic medium. MVBA shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

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 defendants. Cashier's checks or money orders received by MVBA which are made 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 which funds shall be deposited into the MVBA Trust Account. MVBA shall remit to the City, semi-monthly, all funds deposited into the MVBA Trust Account which pay the entire balance of a fines and fees

account, along with an invoice detailing the docket number, name of defendant, 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 the posting to the records of the City the payment of all fines and fees and accounts receivable collected pursuant to this contract.

IV.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF MVBA PURSUANT TO THIS AGREEMENT. MVBA HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. MVBA AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY MVBA'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF MVBA, ITS PARTNERS, OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE MVBA SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO MVBA AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE MVBA'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY MVBA UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

MBVA shall further during the term of this Agreement maintain in full force and effect, and shall cause its sub-contractors to obtain and maintain at their expense, the following policies of insurance and coverage:

A) Coverage Types and Minimum Limits: At all times while MVBA while performing work for City on the Project pursuant to this Agreement shall purchase and maintain in full force and effect the types and amounts of insurance indicated below:

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations	\$1,000,000 each occurrence and \$2,000,000 general aggregate;	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.

c) Independent Contractors d) Personal Liability e) Contractual Liability		
2. a) Professional Liability b) E & O coverage	\$1,000,000 each occurrence	

B) Endorsements: All insurance and certificate(s) of insurance shall contain the following provisions:

- (1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability policies;
- (2) provide for at least thirty (30) days prior written notice to City for cancellation, renewal, or reduction below the minimum amount of coverage limits required by this Agreement; and
- (3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance.

C) Quality of Coverage: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D) Certificate of Insurance: A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

E) Subcontractor Coverage: MVBA shall provide, upon request, City evidence that all subcontractors performing work on the Project have the same types and amounts of coverage's as required herein for MVBA or that the subcontractors are included under the MVBA's policy.

F) Copy of Policies: MVBA shall, upon written request of City, provide City a certified copy of any of the insurance policies providing the insurance coverage required by this Agreement.

V.

For the collection of Fines and Fees, the City agrees to compensate MVBA for the legal services rendered under this Agreement in accordance with the following:

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 on those cases in which the data files are transmitted to MVBA by electronic media.

3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through bankruptcy or 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 City's receipt of the fines and fees by the defendant. Unless otherwise provided herein, payment to the MVBA for the fees as provided herein shall be monthly based on the MVBA's monthly progress report and detailed monthly itemized statement for services that shows the actual services performed, the fees charged for such service and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services unless otherwise provided herein.

MVBA further agrees to compensate the City for its cost to develop a data export and import program for insurance verification purposes. MVBA will reimburse the City an amount not to exceed nine thousand four dollars (\$9,400.00) for the costs incurred by the City for CSDC to develop the program. MVBA will remit one-half of the reimbursement upon the execution of this contract and the remaining one-half upon successful completion of the program development as determined by the City.

VI.

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 Agreement.

VII.

The initial term of this Agreement is two years, beginning on the ____ day of _____, 2014, 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 Agreement" to the other party of its intent to terminate this Agreement. Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination MVBA shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

In the event that the City terminates this Agreement, the Parties may agree in writing to continue the collection services on all accounts previously referred to MVBA for up to six (6) months from the date of receipt of the "Notice of Termination of Agreement" and to payment of its fee, pursuant to Paragraph V of this Agreement for all amounts collected on accounts referred to MVBA. The City may, at its sole discretion, refer additional accounts to MVBA after notice of termination has been received by MVBA. Upon final termination, all accounts shall be returned to the City by MVBA.

VIII.

For purposes of sending notice under the term of this agreement, 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: Gilbert T. Bragg
P.O. Box 1310
Round Rock, Texas 78680-1310

or delivered by hand or by 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 Allen, Texas
Attention: City Manager
305 Century Pkwy
Allen, Texas 75013

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

IX.

The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

In the event that any provision(s) of this Agreement 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 Agreement, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this Agreement.

Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

This Agreement may be amended by the mutual written agreement of the Parties.

It is understood and agreed by and between the Parties that the MVBA, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by MVBA pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. MVBA shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

X.

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake performance of said Agreement as set forth above.

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.

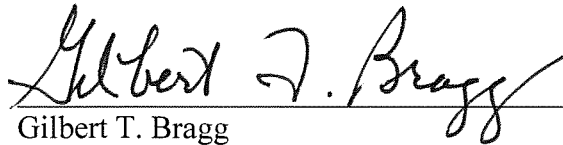
EXECUTED this _____ day of _____, 2014.

CITY OF ALLEN, TEXAS

Peter Vargas, City Manager

EXECUTED this 13th day of August, 2014.

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



Gilbert T. Bragg
Attorney at Law