

CONTRACT FOR COURT FEES AND FINES COLLECTION SERVICES

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

THIS CONTRACT is made and entered into by and between the City of Angleton, Texas, a municipal corporation, acting herein by and through its governing body, hereinafter called "City", and Perdue, Brandon, Fielder, Collins & Mott L.L.P., hereinafter called "Perdue".

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, City and Perdue agree as follows:

SECTION I. CITY'S COLLECTION OBLIGATIONS

A. City agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fees and fines pursuant to the terms and conditions described in this contract. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

B. City agrees to refer all delinquent accounts by electronic or magnetic medium, in the specified format, to Perdue for collection on or about the first (1st) and fifteenth (15th) of each month. An account is considered delinquent when not paid within 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. City will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fees and fines that are subject to this contract.

SECTION 2. PERDUE'S COLLECTION OBLIGATIONS

Perdue is to refer all payments and correspondence directly to the court that has assessed or levied the fees and fines being collected pursuant to this contract. Perdue reserves the right to return all accounts not collected within one (1) year of referral by City, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

SECTION 3. COLLECTION FEE.

City agrees to pay to Perdue (1) fifteen percent (15%) of the collected fees and fines referred to Perdue by City imposed on all unadjudicated offenses committed on or before June 18, 2003; (2) thirty percent (30%) on the collected fees and fines referred to Perdue by City imposed on all adjudicated offenses committed on or before June 18, 2003; and (3) thirty percent (30%) of the collected fees and fines referred to Perdue by City imposed on all offenses occurring after June 18, 2003. The 30% 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. The parties understand that pursuant to law, Perdue cannot collect from a defendant the percentage referred to above 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. All compensation shall become the property of Perdue at the time of payment. City shall pay over said funds on a monthly basis by check out of the collected fees and fines which Perdue has collected for the City.

SECTION 4. BEST EFFORTS TO COLLECT.

Perdue agrees to use its best efforts to collect the delinquent accounts turned over to it and to provide legal advice to City on the delinquent accounts as requested by City.

SECTION 5. TERM

This contract shall commence on July 1, 2009, and end when both parties mutually agree; provided, however, that either party to this agreement shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement; and further provided that Perdue shall have an additional six (6) months to complete work on all cases turned over to it prior to the notice of termination.

SECTION 6. NOTICES

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

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
Attn: Michael J. Darlow - Attorney
1235 North Loop West, Suite 600
Houston, Texas 77008
Telephone (713) 862-1429

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

City of Angleton, Texas
Attn: Greg Smith, City Manager
City Hall
121 South Velasco
Angleton, Texas 77515
Telephone: (979) 849-4364

SECTION 7. INDEMNITY AND INSURANCE

A. Perdue shall indemnify, hold harmless and defend City against any claim of liability or loss incurred by City to the extent caused by Perdue's acts or omissions in the performance of this Agreement that constitute negligent or willful acts or are errors or omissions.

B. During the term of this Agreement, Perdue will carry professional liability insurance with a company licensed to do business in the State of Texas rated at least A- by Best Rate Carriers in an amount not less than \$1,000,000.00. Perdue agrees to furnish City with certificates of insurance certifying that Perdue has in effect the above-specified insurance.

SECTION 8. 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 Brazoria County, Texas.

SECTION 9. 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 10. SEVERABILITY

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court 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 Agreement, 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 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 shall be binding and enforceable.

WITNESS the signature of all parties hereto on this the _____ day of _____, 2009.

J. PATRICK HENRY, MAYOR

ATTEST:

SHELLY DEISHER, CITY SECRETARY

APPROVED AS TO FORM:

HERBERT L. PROUTY, INTERIM
CITY ATTORNEY

PERDUE, BRANDON, FIELDER, COLLINS
& MOTT, LLP

BY: _____
FOR THE FIRM

ORDINANCE NO. 2009-O-6H

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH PERDUE, BRANDON, FIELDER, COLLINS & MOTT, LLP FOR THE COLLECTION OF DELINQUENT COURT FEES AND FINES; PROVIDING FOR A FEE TO DEFRAY COSTS OF COLLECTING DELINQUENT FINES, FEES, AND OTHER DEBTS PURSUANT TO ARTICLE 103.0031 OF THE TEXAS CODE OF CRIMINAL PROCEDURE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Article 103.0031 of the Texas Code of Criminal Procedure authorizes the City of Angleton City Council to contract with a private firm for the collection of the fees listed above and to impose an additional collection fee in the amount of thirty percent on each debt or account receivable that is more than sixty days past due and which has been referred to the private firm for collection; and

WHEREAS, the Angleton City Council has determined that it is in the public interest to ensure the prompt payment of delinquent court-imposed fines and fees as provided by said statute; and

WHEREAS, the City of Angleton wishes to enter into a contract with a private firm, Perdue, Brandon, Fielder, Collins & Mott LLP (Perdue), to provide services for the collection of debts and accounts receivable, i.e.: fines, fees, restitution, other debts, and costs ordered to be paid by a court serving the City;

WHEREAS, the City Council deems it in the public interest to pass this Ordinance authorizing the collection of delinquent fines, fees and other debts;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:

SECTION 1. FINDINGS. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part of this Ordinance for all purposes as findings of fact.

SECTION 2. The Mayor is hereby authorized to enter into a contract with the Perdue Firm to provide services for the collection of fines, fees and other debts substantially in the form of the attached contract which is made a part of this Ordinance for all purposes.

SECTION 3. In accordance with Article 103.0031 of the Texas Code of Criminal Procedure, there is hereby imposed an additional fee of thirty percent on all debts and accounts receivable, i.e.: fines, fees, restitution, other debts, and costs that are more than sixty days past due and have been referred to a private firm (Perdue) for collection.

SECTION 4. SEVERABILITY. If any provision of this Ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

SECTION 5. OPEN MEETINGS. It is hereby found and determined that the meetings at which this Ordinance is considered are open to the public and that notice of the time, place and purpose thereof was given in accordance with the provisions of the Texas Government Code – Chapter 551, as amended, and that a quorum of the City Council was present.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be effective from and after its date of passage.

PASSED AND APPROVED on the 23rd day of June, 2009.

CITY OF ANGLETON, TEXAS:

J. PATRICK HENRY, MAYOR

ATTEST:

SHELLY DEISHER, CITY SECRETARY

APPROVED AS TO FORM:

HERBERT L. PROUTY, INTERIM
CITY ATTORNEY