

28a

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

Meetings – 9:00am – 1st through 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 05/06/2025

Requested by:

Commissioners Court Date: 05/13/2025

AGENDA ITEM: Discussion/Action for approval of the Contract for Collections of Delinquent Court Fines and Fees Assessed by the Justice Courts Precinct 1, 2, 3, and 4 between Burnet County and McCreary, Veselka, Bragg and Allen, P.C. (MVBA).

Judge Wilson

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beirele

Commissioner Pct. 3 Collier

Commissioner Pct. 4 Dockery

**CONTRACT FOR COLLECTION OF DELINQUENT COURT FINES AND FEES
ASSESSED BY THE JUSTICE COURTS PRECINCTS 1, 2, 3, AND 4
OF
BURNET COUNTY, TEXAS**

STATE OF TEXAS

§

COUNTY OF BURNET

§

§

THIS CONTRACT is made and entered into by and between the **COUNTY OF BURNET TEXAS**, acting herein by and through its governing body, hereinafter styled "**County**," and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

I.

The County agrees to retain and does hereby retain MVBA to provide specific legal services provided herein and enforce the collection of delinquent justice 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") pursuant to the terms and conditions described herein. Legal services shall include but not be limited to recommendations and legal advice to the County to take legal enforcement action; representing the County in any dispute or legal challenge to authority to collect such court fees and fines; defending the County in litigation or challenges of its collection authority; and representing the County in collection interests in bankruptcy matters as determined by MVBA or the County. The County further authorizes MVBA to execute all legal documents reasonably necessary to pursue the collection of the County's claims in connection with the collection of fines and fees subject to this contract. This contract supersedes all prior oral and written contracts between the parties regarding court fees and fines and can only be amended if done in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

For purposes of this contract, all Fines and Fees for Burnet County Justice Courts 1, 2, 3, and 4 shall be referred to MVBA when determined to be delinquent as provided in Article 103.0031, Code of Criminal Procedure.

At least once each month, on a date or dates agreed upon by the parties, the County shall cause to be provided to MVBA copies of, or access to, the information and documentation necessary to collect the Fines and Fees for Burnet County Justice of the Peace Courts 1,2,3, and 4, the subject to this contract. The Burnet County Justice Courts 1, 2, 3, and 4 shall furnish the information to MVBA by electronic transmission or magnetic medium.

III.

MVBA shall forward to the Burnet County Justice Courts 1, 2, 3, and 4 all cashier's checks or money orders received by MVBA and any correspondence from 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, which shall be deposited into the MVBA Trust Account. MVBA shall remit to the County, 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 County, and the MVBA fee percentage and fees earned for each case. The remittance from MVBA to the County shall include the fees earned by MVBA on the fines and fees collected for Burnet County Justice of the Peace Courts 1,2,3 and 4.

The County shall be responsible for posting to the records of the Burnet County Justice Courts 1, 2, 3, and 4 the payment of all fines and fees and accounts receivable collected pursuant to this contract.

IV.

MVBA shall indemnify and hold the County 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 which results from the sole negligence or fault of the County, its officers, agents, employees, or contractors. Furthermore, in the event of joint and/or shared negligence or fault of the County 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 County 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 Justice Courts 1, 2, 3, and 4 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 Justice Courts 1, 2, 3, and 4 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 the performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Burnet County Justice Courts 1, 2, 3, and 4 or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the County.

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 County shall pay MVBA compensation monthly by check.

VI.

The County recognizes and acknowledges that MVBA owns all rights, titles, and interests in certain proprietary software that MVBA may utilize to perform the services provided in the contract. The County agrees and hereby grants to MVBA the right to use and incorporate any information provided by the Burnet County Justice Courts 1, 2, 3, and 4 ("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 County and the Burnet County Justice Courts 1, 2, 3, and 4 shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Burnet County Justice Courts 1, 2, 3, and 4 shall be entitled to obtain a copy of such data that directly relates to the Burnet County Justice Courts 1, 2, 3, and 4 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 County and the Burnet County Justice Courts 1, 2, 3, and 4, 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, improving the proprietary software and database, and generating 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 but 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 County all accounts not collected within one (1) year of referral by Burnet County Justice Courts 1, 2, 3, and 4 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 **three years, beginning on the first day of the month following the execution of this contract by both parties**, and 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 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.

In the event that 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 County 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 County by MVBA.

VIII.

For purposes of sending a notice under the term of this contract, all notices from the County shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, P.C.
Attention: Noe Reyes
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 County shall be sent by certified United States mail or delivered by hand or courier to the following address:

County of Burnet Texas
Attention: County Judge
220 S Pierce St.
Burnet, Texas 78611

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 another legal proceeding concerning or arising out of this contract shall be in Burnet 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 being 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 Chapter 2271, Texas Government Code, the signatory executing this contract on behalf of MVBA does hereby verify that MVBA does not boycott Israel and will not boycott Israel during the term of this contract. In accordance with the requirements of Chapter 2274, Texas Government Code, the signatory executing this contract on behalf of MVBA does hereby verify that MVBA 1) does not and will not boycott energy companies and will not boycott energy companies during the term of this contract, and 2) 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.

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 County 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. 2025.

COUNTY OF BURNET, TEXAS



County Judge

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

Noe Reyes
Shareholder