

**CONTRACT FOR COURT FINES AND FEES
COLLECTION SERVICES**

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SECTION I. PARTIES TO THE CONTRACT

THIS CONTRACT, hereinafter called "Contract", is made and entered into by and between the **County of Hidalgo, Texas**, acting herein by and through its governing body, (hereinafter referred to as "**County**") and **Perdue, Brandon, Fielder, Collins & Mott, L.L.P.**, (hereinafter referred to as "Perdue Brandon" or "the Firm").

THIS CONTRACT supersedes all prior oral and written agreements between the parties and can only be amended if done so 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.

The County agrees to employ and does hereby employ Perdue Brandon to enforce the collection of delinquent court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

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

SECTION II. THE COUNTY'S COLLECTION OBLIGATIONS

A. The County agrees to refer all delinquent accounts, as defined below, to Perdue Brandon for collection on or about the first (1st) or the fifteenth (15th) of each month. The County shall refer all delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable to the County. All delinquent accounts should be in a specified format that will allow Perdue Brandon to process the account data.

B. An account is considered delinquent when not paid within sixty (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, provided however that no case on which a jury trial has been requested, no case within a deferral period for court ordered deferred disposition, and no case awaiting successful completion of a driving safety course shall be considered delinquent until such case results in a final conviction.

C. The County will provide Perdue Brandon with copies of, or access to, the information and documentation necessary to collect the fines, fees, and court costs that are subject to this Contract.

SECTION III. PERDUE BRANDON'S COLLECTION OBLIGATIONS

A. Perdue Brandon agrees to refer all payments and correspondence directly to the court that has assessed or levied the fines, fees, and court costs being collected pursuant to this Contract. Perdue Brandon reserves the right to return any accounts not collected within one (1) year of referral by the County. Neither party will have any obligation to the other with regard to returned accounts.

B. Perdue Brandon agrees to use its best efforts to collect the delinquent accounts received from the County 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 County, Perdue Brandon agrees to provide legal advice to the County on its delinquent accounts.

SECTION IV. COLLECTION FEE

The County agrees to pay Perdue Brandon as follows:

(1) Zero percent (0) of the collected fines, fees and court costs referred to Perdue Brandon by the County 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 Brandon 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 Brandon imposed on all offenses occurring after June 18, 2003.

(4) Zero (0%) percent of all eligible delinquent court fees, fines and related costs subject to the terms of this Contract that are collected by the County through their own collection efforts during the term of this Contract and which are NOT referred to Perdue Brandon for collection.

The thirty percent (30%) collection fee shall be added to the amount owed by a defendant that is more than sixty (60) days past due pursuant to Article 103.0031(b), Texas Code of Criminal Procedure.

SECTION V. EXCEPTIONS TO THE COLLECTION FEE

Pursuant to Article 103.0031(d), Texas Code of Criminal Procedure, Perdue Brandon cannot collect from 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. 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.

Additionally, Perdue Brandon shall waive any collection fee if the police initiate contact with, or arrest, a defendant for any reason that is unrelated to the collection fee warrant (i.e. — defendant is stopped for traffic and is arrested for a pending collection fee warrant).

SECTION VI. METHOD OF PAYMENT

Absent an agreement otherwise, the County 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 the 1st day of January, 2025 (the "Effective Date") and shall expire on 31st day of December, 2027 (the "Expiration Date"), unless extended as hereinafter provided. This Contract may be renewed for an additional two (2) one (1) year terms under the same rates, terms and conditions, unless otherwise approved by the Hidalgo County Commissioners' Court. Either party to this agreement shall have the right to terminate

this agreement by giving the other party ninety (90) days written notice of their desire and intention to terminate this Contract. Upon termination Perdue Brandon shall have an additional six (6) months to complete work on all delinquent accounts referred from the County prior to the notice of termination and will be entitled to compensation on such accounts if collected.

SECTION VIII. NOTICES

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

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Hiram A. Gutierrez
P.O. Box 2916
McAllen, Texas 78502

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

County of Hidalgo
c/o Richard Cortez, County Judge
100 E. Cano
Edinburg, Texas 78539

SECTION IX. 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 Hidalgo County, Texas.

SECTION X. 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 XI. 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 County 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 County by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

SECTION XII. OTHER PROVISIONS

Pursuant to Chapters 2252, 2271, and 2274 of the Texas Government Code, the Firm verifies that it does not and will not for the term of this contract boycott Israel or energy companies; that it does not have a policy which discriminates against a firearm entity or firearm trade association nor will it create such a policy for the term of this contract; and that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving

professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

SECTION XIII. INDEMNIFICATION

The Firm shall indemnify, hold harmless and defend the County against claims of liability or loss incurred by the County to the extent caused by the Firm's acts or omissions in the performance of this Contract. Such acts or omissions are expressly limited to those that constitute negligent failure or willful malfeasance. Such indemnity includes any judgment against the County arising from the Firm's performance of this contract, reasonable attorney's fees, and necessary litigation expenses related to defending the matter.

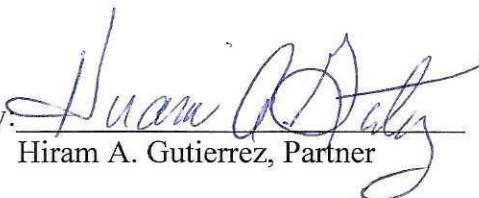
The County expressly agrees that the Firm's performance of this contract is authorized by applicable state and federal laws, including Article 103.001 of the Texas Code of Criminal Procedures.

WITNESS the signature of all parties hereto this _____ day of _____, 2024 in Hidalgo County, Texas

County of Hidalgo, Texas

Perdue, Brandon, Fielder, Collins & Mott, LLP

By: _____
Richard Cortez, County Judge

By: 
Hiram A. Gutierrez, Partner

Approved by Commissioners Court on _____ . 20 ____ .

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:

Hidalgo County District Attorney’s Office
Toribio “Terry” Palacios

By: _____
Victor M. Garza, Assistant District Attorney