

RESOLUTION NO. R24-040

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP FOR DELINQUENT MUNICIPAL COURT COLLECTIONS; PROVIDING CERTAIN FINDINGS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article 103.0031(a) of the Texas Code of Criminal Procedure authorizes the City Council for the Town of Addison to enter into a contract with a private attorney or vendor to collect unpaid fines, fees, court costs, forfeited bonds, and restitution ordered by the Addison Municipal Court and amounts in cases in which the accused has failed to appear in court as required by law; and

WHEREAS, after having provided adequate notice as required by Section 2254.1036 of the Texas Government Code, the City Council for the Town of Addison desires to enter into an Agreement for Municipal Court Fines and Fees Professional Collection Services with Linebarger Goggan Blair & Sampson, LLP, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, after exercising due diligence, the City Council finds and determines that: (i) there is a substantial need for the legal services to be provided pursuant to the Contract for Fines and Fees Collection Services; (ii) these legal services cannot be adequately performed by the attorneys and supporting personnel of the Town at a reasonable cost; (iii) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the application of the collection fee authorized by Texas Code of Criminal Procedure Article 103.0031, and because the Town of Addison does not have the funds to pay the estimated amounts required under an agreement only for the payment of hourly fees; (iv) Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this agreement; (v) Linebarger Goggan Blair & Sampson, LLP, has provided specialized, professional legal services for delinquent ad valorem property tax collections to the Town of Addison since 2006 for which the Town of Addison has been well satisfied with the quality and outcome of the legal services provided, and based on this past performance believes Linebarger Goggan Blair & Sampson, LLP, will perform at the same level with competence and professionalism in providing these additional legal services; and (vi) the agreement with Linebarger Goggan Blair & Sampson, LLP, was the result of an arm's length transaction between the Town and Linebarger Goggan Blair & Sampson, LLP, and is fair and reasonable; and

WHEREAS, the City Council finds that it is in the public interest to approve the Agreement for Municipal Court Fines and Fees Professional Collection Services with Linebarger Goggan Blair & Sampson, LLP.

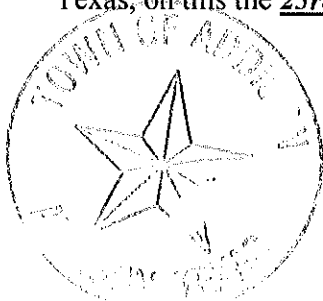
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby incorporated herein.

SECTION 2. The City Council hereby approves the Agreement for Municipal Court Fines and Fees Professional Collection Services between the Town of Addison and Linebarger Goggan Blair & Sampson, LLP. for the collection of delinquent municipal court fees, a copy of which is attached hereto and incorporated herein as Exhibit A. The City Manager is hereby authorized to execute the agreement.

SECTION 3. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 23rd day of APRIL, 2024.



TOWN OF ADDISON, TEXAS

DocuSigned by:

Bruce Arfsten

26F01DF986614EA...

Bruce Arfsten, Mayor

ATTEST:

DocuSigned by:

Valencia Garcia

BCF060F00481142...

Valencia Garcia, Interim City Secretary

EXHIBIT A

**AGREEMENT FOR MUNICIPAL COURT FINES AND FEES PROFESSIONAL
COLLECTION SERVICES**

[TO BE ATTACHED]

Agreement for Municipal Court Fines and Fees Professional Collection Services

STATE OF TEXAS

COUNTY OF

DALLAS

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the Town of Addison, Texas, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM as an independent contractor and not as an employee of the CLIENT to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, 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.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts,

authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees are subject to this AGREEMENT pursuant to the terms of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003].

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM in the following manner: placement files not less frequently than monthly; payment and adjustment files not less frequently than bi-monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3 *Compensation*

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder:

(a) Zero percent (0%) of all the fines and fees subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed before June 18, 2003; and

(b) Thirty percent (30%) of all other fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of the AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed on or after June 18, 2003.

(c) All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4

Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT (including data provided by CLIENT to FIRM pursuant to Section 2.04 herein "CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. Confidential CLIENT Information includes, but is not limited to, CLIENT account numbers, and Defendants' dates of birth, driver's license numbers, driver's license plate numbers, social security numbers, email addresses, and any information regarding juvenile Defendants. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third-party agency or vendor owed for performing such services.

5.04 The CLIENT and FIRM agree that CLIENT will be responsible for upfront payment of all costs associated with the initial programming of CLIENT's InCode records system (currently through Tyler Technologies) to work in conjunction with FIRM's proprietary software (hereinafter, "Tyler Programming Costs"). FIRM agrees to reimburse CLIENT for said Tyler Programming Costs, not to exceed \$3,688.00, within thirty (30) days of FIRM's receipt of documentation evidencing CLIENT's payment of said costs. CLIENT shall be responsible for any costs associated with annual maintenance of said programming thereafter.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective April 23, 2024 (the "Effective Date") and shall expire on April 22, 2027 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one-year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of

any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7
Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.03 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

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

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of CMS
P.O. Box 17428
Austin, Texas 78760-7428

AND

Linebarger Goggan Blair & Sampson, LLP
Attention: Bridget Moreno Lopez, Managing Partner
2777 N. Stemmons Freeway, Suite 1000
Dallas, Texas 75207

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

Town of Addison
Attention: City Manager
Addison Town Hall
5300 Belt Line Road
Dallas, Texas 75254

AND

Town of Addison
Attention: Court Administrator
Addison Municipal Court
4799 Airport Parkway
Addison, Texas 75001

AND

Wyatt Hamilton Findlay PLLC
City Attorney for the Town of Addison
5810 Long Prairie Road, Ste. 700-220
Flower Mound, Texas 75028

7.05 Compliance with Tx. Govt. Code §2271.002. In order to comply with Tx. Govt. Code §2271.002, the FIRM verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

7.06 Compliance with Tx. Govt. Code §2252.151 - .154. In order to comply with Tx. Govt. Code §2252.152, the FIRM verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

7.07 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the FIRM verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

7.08 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the FIRM verifies 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 the contract against a firearm entity or firearm trade association.

7.09 Governing Law. The Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

7.11 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.12 Independent Contractor. It is understood and agreed by and between the Parties that the FIRM, in satisfying the conditions of this Agreement, is acting independently, and that the CLIENT assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by the FIRM pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the CLIENT. The FIRM 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.

7.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less

5/10/2024

EXECUTED ON the ____ day of April, 2024.

Town of Addison, Texas

DocuSigned by:
David Gaines
By: _____
4E64B34AC161442...
David Gaines,
City Manager

EXECUTED ON the ____ day of April, 2024.

Linebarger Goggan Blair & Sampson, LLP

By: _____
Bridget Moreno Lopez,
Managing Partner