



CITY OF CONROE

Est. 1904

City of Conroe
Municipal Court
2300 Plantation Drive
PO Box 3066
Conroe, Texas 77305

ADDENDUM NO. 2

DATE ISSUED: June 25, 2018

PROJECT NAME: Municipal Court Collection Services

PROJECT NO.: RFP # 2018-065

This revision shall be considered part of the contract documents for the above named project and shall be incorporated integrally with the previously issued documents. Wherein provisions of the revisions differ from the provisions of the original documents and/or the provisions of previously issued addendum, the provisions of this revision shall govern and take precedence.

ATTACHMENTS: Original Contract and Amendment

QUESTIONS

1. Which months are the Warrant Roundup's scheduled? 1 big one in March & 3 small ones done various times of the year
2. How many Warrant Roundup's does the City participate in each year? 4
3. How often does the City offer amnesty for defendants? 2-3 weeks in February before the March roundup & 1-2 weeks before each of the small roundups
4. How is your amnesty program administered? By the Judge
5. Please define the parameters of your most recent amnesty program. Determined by the Judge
6. Please define or explain how the City measures or determines whether an amnesty program is successful. We are looking for compliance, so cases cleared is how we measure success
7. What are your expectations related to your vendor's participation in amnesty program(s)? Send out notices, contact by phone
8. Does the current vendor Invoice off the Incode Periodic Fee Report? If not, how do they invoice? We have Incode VX and send the Posted Fee Report and the Payment/Adjustment file
9. Does the current vendor make payment agreements on behalf of the city? If so, what are the terms of your payment agreements and who is eligible to enter into such payment agreements? No
10. Please provide a copy of the current contract between the City and its collection vendor. Attached
11. Please provide an aging report of your delinquent portfolio by violation year.
2017 \$962,000 2016 \$701,000 2015 \$976,000 2014 & prior \$3,321,000

End of Addendum No. 2

Kristina Colville, CPPO
Purchasing Manager

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

STATE OF TEXAS

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COUNTY OF MONTGOMERY

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

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 debt and accounts receivable including: fines, fees, court costs in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement "Fines and Fees") pursuant to the terms and conditions in this contract.

II.

For purposes of this contract only Fines and Fees on cases which have no driver's license number or otherwise not qualified to be submitted to Omnibase 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 delinquent fines and fees that are subject to this contract. Whenever feasible, the City shall furnish the information to MVBA by electronic transmission or magnetic medium. The City shall be responsible for the receipting of the payment of all fines and fees pursuant to this contract whether received directly from the defendant or MVBA.

III.

MVBA shall forward all cashier checks or money order payments made payable to the City and any correspondence from defendants directly to the Court. Cashier checks or money order payments made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may also collect the amount due from the defendant by credit card or electronic draft which is deposited directly into the MVBA Trust Account. MVBA shall remit to the City all payments in full received into the MVBA Trust Account, semi-monthly, along with an invoice detailing the docket number, name of defendant, amount paid to MVBA or Court, MVBA fee percentage and fees earned for each case.

IV.

MVBA shall indemnify and hold the City 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 City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City 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 City agrees to pay to MVBA, as compensation for the professional services rendered the following fees:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, a fee of fifteen percent (15%) of the amount collected by the Court on those cases in which the data files are transmitted to MVBA by electronic media. or, a fee of thirty percent (30%) of the amounts collected by the Court in which the case files are not transmitted by electronic media.
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.

All compensation authorized according to this agreement shall become the property of MVBA at the time of payment. The City shall pay to MVBA said compensation on a monthly basis by check.

With respect to the cases which fall under this agreement and in accordance with Article 103.0031 (b) (1) and (2), the collection fee applies to the amount to be paid that is communicated to the accused as acceptable to the court under its standard policy for resolution of the case, if the accused voluntarily agrees to pay that amount, or the amount ordered paid by the court after plea or trial. Further, a defendant is not liable for the collection fees authorized under this agreement if the court determines the defendant is indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs.

If any person pays an amount that is less than the aggregate total to be collected under this agreement as indicated in Article 103.0031 (e), the allocation to the comptroller, the city, and MVBA shall be reduced proportionately.

Pursuant to Article 103.0031 (b), a 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. Although, the collection fee or a proportionately reduced collection

fee will be applied to any balance remaining after a partial credit for time served or community service if the balance is more than 60 days past due.

Pursuant to Article 103.0031 (j), MVBA must include a notice of the person's right to enter a plea or go to trial on any offense charged within any communication forwarded to the accused persons regarding the amount of payment that is acceptable to the court under the court's standard policy for resolution of a case.

VI.

MVBA reserves the right to return to the appropriate court 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 contract.

VII.

The initial term of this contract is two years, beginning on the date this contract is executed by the parties hereto, and shall thereafter continue on a month-to-month basis. Either party may, without cause, terminate this contract at the end of the initial contract term or thereafter by giving the other party written "Notice of Termination of Contract" at least thirty (30) days prior to the intended termination date.

In the event that the City 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. The City may, at its discretion, refer additional accounts to MVBA after notice of termination has been received by MVBA. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA.

VIII.

For purposes of sending notice under the terms of this contract, all notices from the City shall be sent to MVBA by certified United States mail, McCreary, Veselka, Bragg & Allen, P.C., Attention Harvey M. Allen, 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, and all notices to the City shall be sent by certified United States mail or delivered by hand or courier, to the City of Conroe, Texas, Attention: City Manager, Jerry S. McGuire, 300 W. Davis St., Conroe, Texas 77301.

IX.

This contract is made and is to be interpreted under the laws of the State of 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, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

X.


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

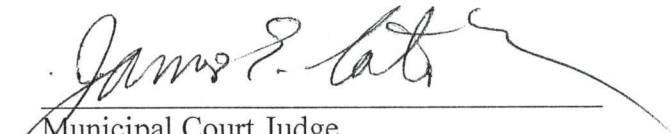
The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

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.

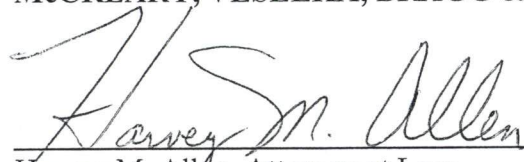
WITNESS the signatures of all parties hereto this, the 23 day of July, A.D. 2007.

CITY OF CONROE, TEXAS


City Manager


Municipal Court Judge

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


Harvey M. Allen, Attorney at Law

**AMENDMENT TO THE
CONTRACT FOR THE COLLECTION
OF DELINQUENT MUNICIPAL
COURT FINES AND FEES**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

THIS AMENDMENT TO THE CONTRACT FOR THE COLLECTION OF DELINQUENT MUNICIPAL COURT FINES AND FEES is made and entered into by and between the **CITY OF CONROE, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

WHEREAS, on July 23, 2007, The City entered into a CONTRACT FOR THE COLLECTION OF DELINQUENT MUNICIPAL COURT FINES AND FEES with MVBA to provide collection services related to the enforcement of the collection of delinquent Municipal Court debt and accounts receivable including: fines, fees, court costs in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement "Fines and Fees") pursuant to the terms and conditions in the contract.

WHEREAS, the City has determined that it is in the best interest of the City to refer all delinquent fines and fees to MVBA for collection at the earliest date provided for by Article 103.0031, Code of Criminal Procedure,

WHEREFORE, paragraph II of the CONTRACT FOR THE COLLECTION OF DELINQUENT MUNICIPAL COURT FINES AND FEES dated July 23, 2007 is amended to read as follows:

Paragraph 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 delinquent fines and fees that are subject to this contract. Whenever feasible, the City shall furnish the information to MVBA by electronic transmission or magnetic medium. The City shall be responsible for the receipting of the payment of all fines and fees pursuant to this contract whether received directly from the defendant or MVBA.

In all other respects, the CONTRACT FOR THE COLLECTION OF DELINQUENT MUNICIPAL COURT FINES AND FEES dated July 23, 2007 between the City and MVBA is reaffirmed on the same terms and conditions as set forth therein.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this amendment to the contract.

This amendment to the 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.

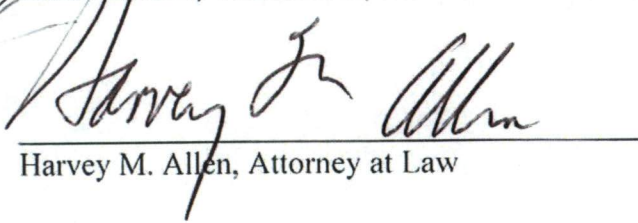
WITNESS the signatures of all parties hereto this, the 26th day of February, A.D. 2008.

CITY OF CONROE, TEXAS


City Manager


Municipal Court Judge

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


Harvey M. Allen, Attorney at Law