



303 E. Pecan Dr. Johnson City, TX 78636 | P.O. Box 369 Johnson City, TX 78636  
Phone: 830.868.7111 | Fax: 830.868.7718 | Web: www.JohnsonCityTX.org

16

June 10, 2022

Dena Irving  
Graves Humphries Stahl, Ltd.  
1110 Enterprise Dr.  
Sulphur Springs, TX 75482

**Re: Cloud System Service and Collection Services**

Ms. Irving:

Pursuant to the terms of a Contract for Court Collection Services and an Agreement for Cloud System Services dated October 27, 2017, please accept this memorandum as notification of the City of Johnson City's intent to terminate both the Contract and Agreement on October 27, 2022 and September 30, 2022, respectively.

The Agreement for Cloud System Services will end, in whole, on September 30, 2022. The Contract for Court Collection Services will end on October 27, 2022; however, pursuant to Section VI of the Contract, "GHS shall have an additional six (6) months to complete work on all cases turned over to GHS prior to the notice of termination." Consequently, no new cases will be turned over to GHS after October 27, 2022, but GHS will be able to complete work on cases previously submitted to it through April 27, 2023.

Should you have any questions or concerns, please do not hesitate to contact me by telephone at 830.868.7111, Ext. 8, or by email at [rschroder@johnsoncitytx.org](mailto:rschroder@johnsoncitytx.org).

Best,

Rick A. Schroder  
Chief Administrative Officer  
City of Johnson City, Texas



**mvba** Going Further...

McCreary Veselka Bragg & Allen P.C. Attorneys at Law

**Delinquent Fines & Fees  
Collections Services**



**mvba** Going Further...

**for Collection of Delinquent  
Municipal Court Fines & Fees**



**We aren't driven  
by collections ...**

**We're driven by service.**



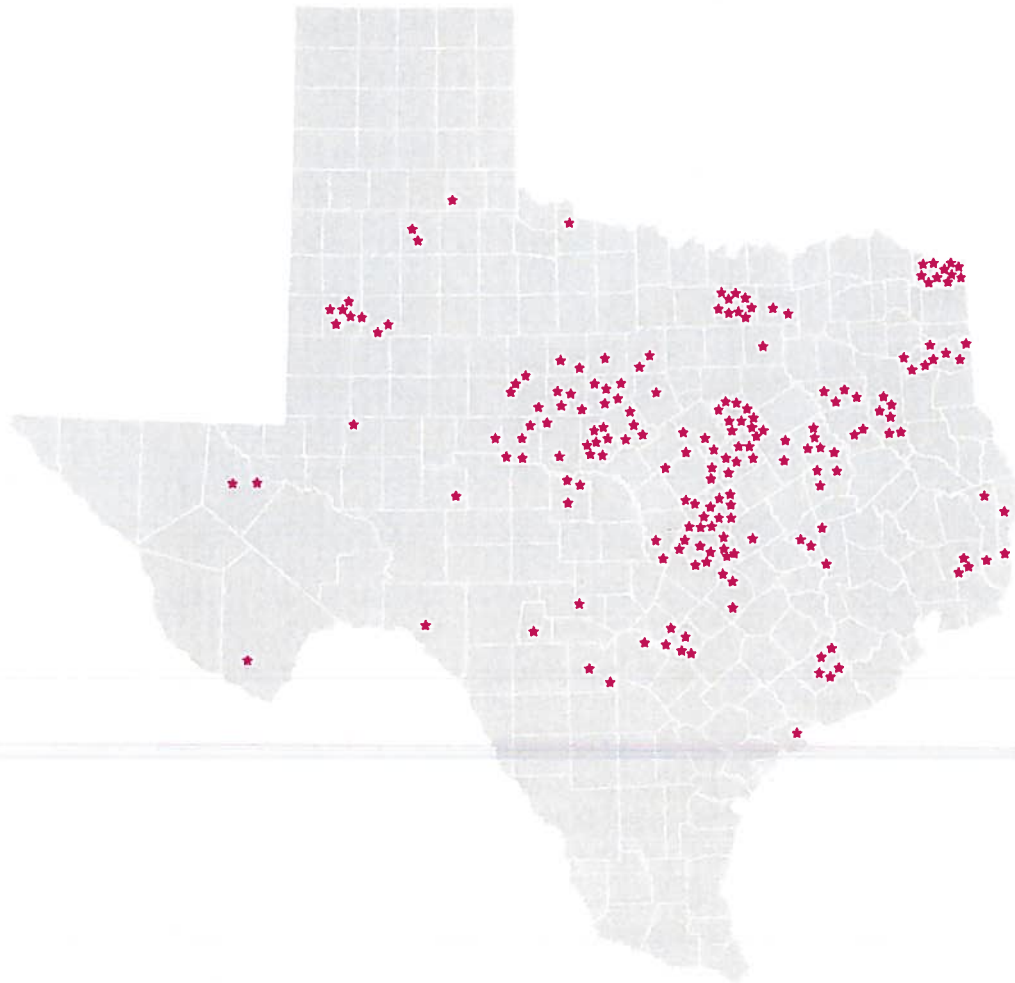
# Going Further for Texans

MVBA has been serving Texas for over half a century. We have set down deep roots. The winds of change may shake our leaves, bending our branches, and we stay grounded

in our values, our communities and yours. It is our privilege to serve you.

**You'll be seeing us around and not just on our letterhead.**

**We are honored to serve these Texas communities by reclaiming otherwise-lost revenue from delinquent governmental receivables.**

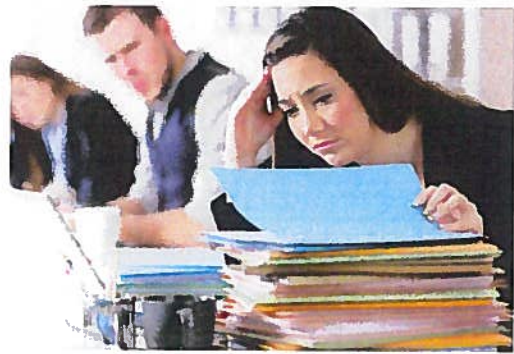


# Your Custom Solution

Before we start working your accounts, our expert team sits down with your staff and stakeholders to learn more about your systems, needs and unique situation.

We know which questions to ask and we listen carefully to your answers. If our collections program seems turnkey, it's thanks to our thoughtful collaboration and upfront investment of time.

- **FastStart**—We make sure you don't lose time in set-up & kick-off, handling seamless integration with our software, systems & processes.
- **Client Web Access**—Always-on, real-time online portal gives you detailed progress & records tracking, whenever & wherever you like.
- **Cutting-edge communications**—Efficient, effective & fair written & verbal contact with your constituents.



**Bring down your backlog.  
Clear that cluttered docket.  
MVBA brings help, not headaches.**

- MVBA's highly trained & fully supported staff enjoy our **values-driven workplace culture**, with infrequent employee turnover. Clients come to rely on consistently high quality of care.
- Legislative watch, guidance & assistance
- Full-time, in-house Information Technology team

Collection Personnel maintain their **ACA International certification** as Certified Professional Collections Specialists as well as a working knowledge of:

- Public Law 95-109
- Fair Debt Collections Practice Act (FDCPA)
- Public Law 103-322
- Driver's Privacy Protection Act (DPPA)
- State law
- Telephone Consumer Protection Act (TCPA)
- Best practices in effective telephone techniques & client case management

# Recover Revenue for Your Community

MVBA's Fines & Fees program follows best practices from the collections industry in communication and technology; in HR for hiring, training and retaining dedicated talent; as well as our own time-tested, continuously improving processes and workflows.

Our proven defendant notification process and comprehensive account analysis begins with address research, skip tracing, as necessary, and electronic updating of contact info for your files.

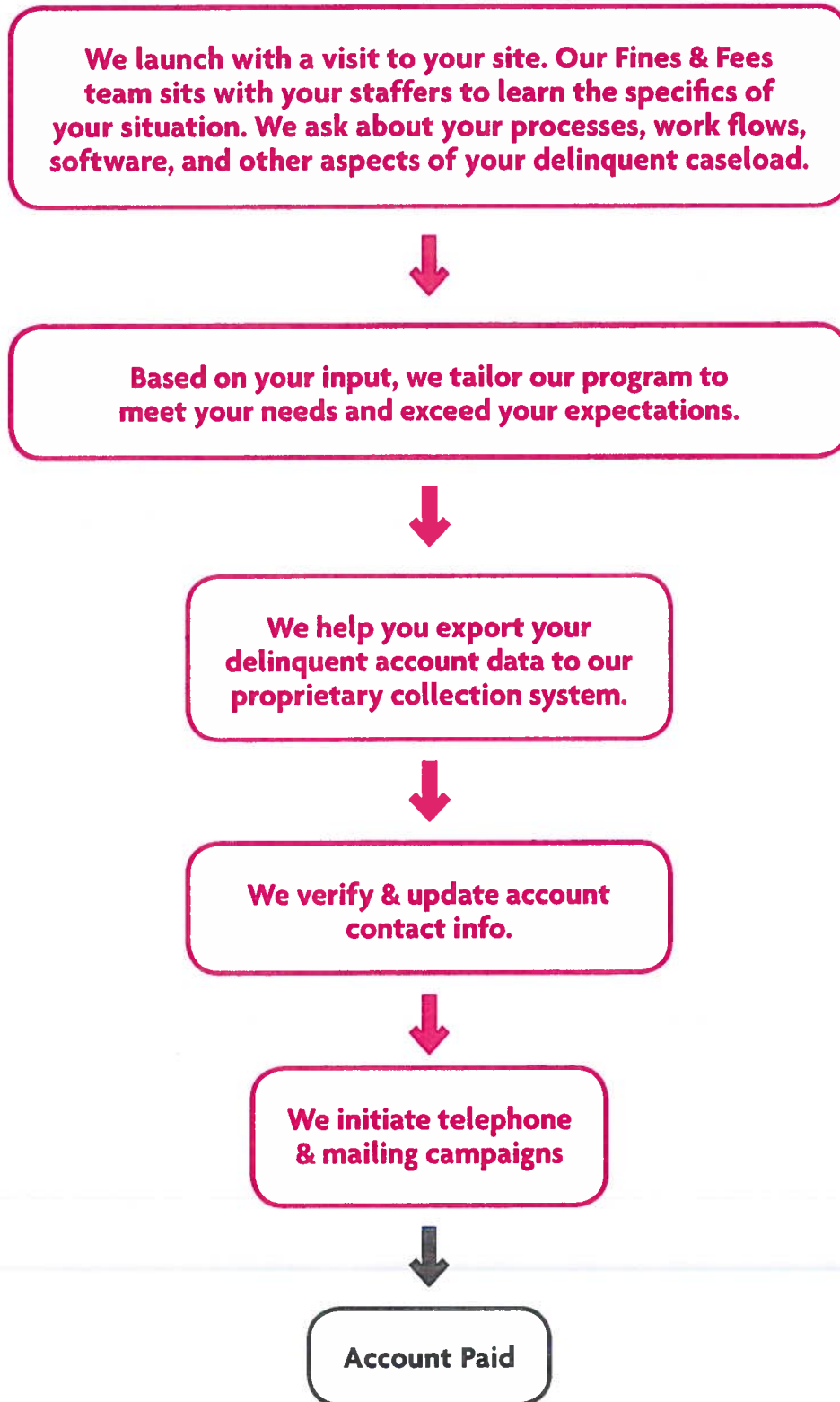
**Your staff will field fewer difficult phone calls when delinquent payors have our number. They can talk through many concerns with our experts, freeing up yours.**

We pursue your collections vigorously with compassionate concern and fair dealing.

- Robust ongoing defendant communications
  - **Written** – bulk mailings follow your pre-approved calendar
  - **Verbal** – outbound & inbound
- Attentive defendant services & complaint resolution
- Many convenient, PCI-compliant payment options, including:
  - Telephone
  - Web payment portal
  - Mail
  - MoneyGram, cashier's check, money order, electronic bank draft, or credit card (Visa, MC, Disc, AmEx)
  - Pay court only &/or installment options, as directed by client



## Overview of Our Collections Process





# Our Tech Powerhouse

## Our IT team makes the computer magic happen!

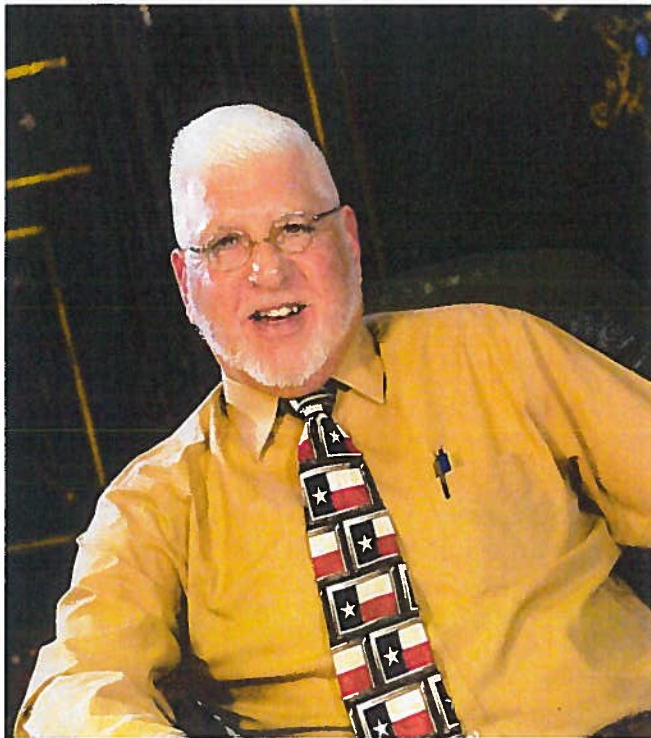
**It's not magic, of course. Our advanced IT capabilities extend from a team of talented professionals deploying state-of-the-art hardware and software, successfully integrating with all major court software vendors, for the last 15 years.**

### Automating & supporting your collections program:

- **Convenient data transfer:** We help court staff export cases for collection securely, confidently & efficiently.
- **Secure data processing:** Upon receipt, we run sophisticated integrity checks, skip traces, record updates, and begin preparing your cases for collection.
- **Remote Client Web Access:** Your staff get unlimited secure logons to our transparent online account management tool. Review all collection activity for any case from any report. Anytime.
- **Best practices in physical, network & data security:** We employ multi-tiered security protocols to maintain client account integrity.
- **Proven disaster recovery procedures:** For any contingency from common data losses, like deleting the wrong file or missing an email, to major disasters, we're prepared. Our objective is to resume business operations within 24 hours of a disaster. Plans are available for review upon request.



# What Our Clients Say about Us



“It’s the little things they do for us that I don’t believe other companies like this do. They really see the need of a county like ours, a rural county, needing those revenues to operate.

They’re a family... they’re part of this organization, we really consider them an employee of Leon County.

They really work hard for you, and that is a big thing.”

— Byron Ryder, Leon County Judge & Budget Officer for the County

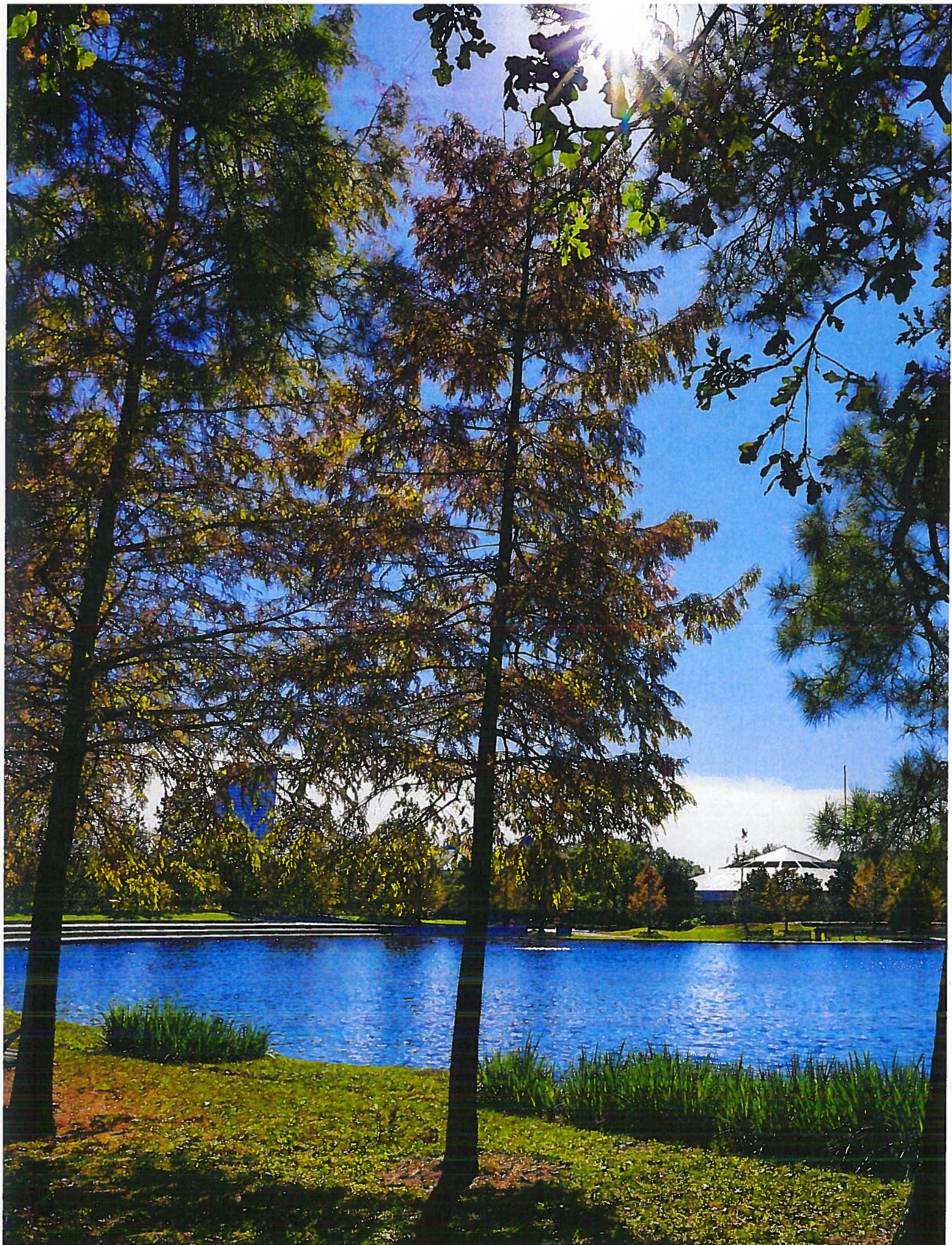
“... We have been impressed with MVBA’s services. We submit new cases on a monthly basis and upload weekly clearance reports to MVBA’s website. The process is simple and easy to follow. The court has the ability to view case information on their client website. Their collection efforts have proven effective as our collections increased, disposed cases increased, as well as the number of payments on aged cases. The aged cases would not have been paid without MVBA’s research.”

— Christine Valdovino, CMCCC, Court Clerk Administrator, City of Round Rock

“I love working with MVBA. I love their character and integrity.”

— Barbara Shannon, CCC II, CCM, Municipal Court Administrator

**Our full client list is available upon request.**



**mvba**

McCreary Veselka Bragg & Allen P.C.  
Attorneys at Law

**Main Office** | 700 Jeffrey Way, Ste. 100 | Round Rock, TX 78665

**[mvbalaw.com](http://mvbalaw.com)**

**CONTRACT FOR COLLECTION OF  
DELINQUENT MUNICIPAL COURT FINES AND FEES  
Between  
THE CITY OF JOHNSON CITY AND MVBA, LLC**

THIS CONTRACT is made and entered into by and between the **CITY OF JOHNSON CITY, TEXAS**, hereinafter styled, "City", and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "MVBA", and "MVBA, LLC.", individually "the Party" and collectively "the Parties".

**I. SERVICES AGREEMENT**

The City agrees to retain and does hereby retain MVBA to provide specific legal services provided herein and enforce the collection of delinquent municipal court fines, fees, court costs, restitution, debts and accounts receivable and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure ("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 City to take legal enforcement action; representing the City in any dispute or legal challenge to authority to collect such court fees and fines; defending the City in litigation or challenges of its collection authority; and representing the City in collection interests in bankruptcy matters as determined by MVBA or the City.

The City further authorizes MVBA to execute all legal documents that are reasonably necessary to pursue collection of the City's claims in connection with the collection of fines and fees that are subject to this contract.

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

**II. DELINQUENT ACCOUNTS**

Fines and Fees assessed by the City's municipal court for traffic offenses shall be referred to MVBA when determined to be delinquent by the Municipal Court as provided for in Article 103.0031, Texas Code of Criminal Procedure.

At least once each month, the City shall provide MVBA with copies of or access to the information and documentation necessary to collect the Fines and Fees that are subject to this contract. The City shall furnish the information to MVBA by electronic transmission or magnetic medium. MVBA agrees to retain confidentiality of account information to the extent possible in accordance with City policies and State law.

MVBA shall include in correspondence to a defendant notice of inability to pay provided in the Texas Code of Criminal Procedure. MVBA shall provide a copy of the notice template to the City for review.

### **III. COLLECTION AND REMITTANCE**

MVBA shall forward to the City all cashier's checks or money orders received by MVBA made payable to the City and any correspondence from defendants.

Cashier's checks or money orders received by MVBA which are made 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 funds shall be deposited into the MVBA Trust Account. MVBA shall remit weekly to the City all funds deposited into the MVBA Trust Account along with an invoice detailing the docket number, name of defendant, amount paid by the defendant to MVBA or directly to the City, and the MVBA fee percentage and fees earned for each case. The remittance from MVBA to the City shall include the fees earned by MVBA on the fines and fees collected as provided herein.

The City shall be responsible for the posting to the records of the City the payment of all fines and fees and accounts receivable collected pursuant to this contract.

MVBA reserves the right to return to the City 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.

### **IV. COMPENSATION FOR SERVICES**

For the collection of Fines and Fees, the City agrees to pay to 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 (0%) due MVBA on the amount collected by the Court 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 Court as provided by Article 103.0031 of the Texas Code of Criminal Procedure.
3. For any case disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court, or pursuant to Section 45.0491 of the Texas Code of Criminal Procedure, no compensation shall be paid to MVBA by the City.

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 City shall pay to MVBA said compensation on a monthly basis by check.

### **V. SCOFFLAW PROGRAM**

Upon written notification from the City, MVBA will assist the City with participation in and implementation of the Scofflaw Program, or Vehicle Registration Denial Program, as outlined in the Texas Transportation Code Section 702.003 (the "Scofflaw Program") to further enhance the collection of Fines and Fees. The Scofflaw Program allows a City to submit data to the Technology Support

Branch (TSB) of the Texas Department of Motor Vehicles (DMV) for defendants who have outstanding warrants for failing to appear or failing to pay a fine on a traffic citation. Once a Scofflaw code is placed on the defendant's vehicle registration by the DMV a renewal of registration is not permitted until the case with the City is resolved.

The City agrees to enter into the necessary contract with the DMV for the Scofflaw Program. The City will timely provide delinquent cases to MVBA on which warrants have been issued, and provide the necessary updates to MVBA to allow for the removal of the appropriate registration codes.

MVBA agrees to conduct the Scofflaw program on behalf of the City as part of the delinquent collection process. MVBA shall provide the funds necessary to post the required bond with DMV and pay all costs associated with the file submissions required for inquiry, flagging and clearances. MVBA will timely submit the appropriate files to DMV to match the defendant and the appropriate vehicle, to code the appropriate registration record and to clear the appropriate records. MVBA shall provide the City with the information concerning the successful submissions to DMV. This information will be available on the Court's Web Access or in a list submitted to the City.

## **VI. INDEMNIFICATION**

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 and for the City to the extent permitted by Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities. Nothing contained in this agreement shall be construed as a waiver of or relinquishment of governmental or sovereign immunity by the City. The indemnity provided herein shall survive termination and/or expiration of this agreement.

## **VII. PROPRIETARY SOFTWARE**

The City recognizes and acknowledges that MVBA owns all right, title and interest in certain proprietary software that MVBA may utilize in conjunction with performing the services provided in the contract. The City agrees and hereby grants to MVBA the right to use and incorporate any information provided by the City ("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 City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City's 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 City, 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 for purposes of improving MVBA's software and services.

### VIII. TERM AND TERMINATION

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, the effective date, and shall automatically renew on the anniversary of the effective date 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 the anniversary date of the contract.

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 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.

### IX. NOTICE

Any and all notices or any other communication herein required shall be in writing, and may be affected by personal delivery or by registered or U.S. certified mail, return receipt requested, at the address of the respective Parties below:

McCreary, Veselka, Bragg & Allen, P.C.  
Attention: Harvey M. Allen  
P.O. Box 1310  
Round Rock, Texas 78680-1310  
700 Jeffrey Way, Suite 100  
Round Rock, Texas 78664-2425

City of Johnson City, Texas  
Attention: Chief Administrative Officer  
P.O. Box 369  
303 E. Pecan Dr.  
Johnson City, Texas 78636

### X. MISCELLANEOUS PROVISIONS

**Governing Law and Venue.** This contract is made and is to be interpreted under the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or another legal proceeding concerning or arising out of this contract shall be in Blanco County, Texas.

**Severability.** 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.



**Boycott.** 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.

**Entire Agreement; Assignment.** This contract supersedes all prior oral and written contracts between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. This contract cannot be transferred or assigned by either party without the written consent of all parties.

**Representations and Warranties.** The Parties represent and warrant that each is duly authorized and empowered to enter into this Agreement and to cooperate in good faith in fulfilling its terms. The City has authorized by resolution, passed and duly recorded in its minutes, the Mayor of the City to execute this contract.

**Counterparts.** 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.

**IN WITNESS WHEREOF**, the Parties have caused this Contract to be signed by their duly authorized officers on the date appearing adjacent to the signatures below. This Contract shall become effective on the date of the last party to sign.

**CITY OF JOHNSON CITY, TEXAS**

\_\_\_\_\_  
Rhonda Stell, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Whitney Walston, City Secretary

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Harvey M. Allen

\_\_\_\_\_  
Date

**CONTRACT FOR THE COLLECTION OF  
DELINQUENT ACCOUNTS RECEIVABLE**  
**Between**  
**THE CITY OF JOHNSON CITY AND MVBA, LLC**

THIS CONTRACT is made and entered into by and between the **CITY OF JOHNSON CITY, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP**, hereinafter styled, "**MVBA, LLC.**", individually "the Party" and collectively "the Parties".

**I. AGREEMENT**

The City agrees to retain and does hereby retain MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP to provide services related to the collection of delinquent accounts receivable, *i.e.*, delinquent utility bills ("Delinquent Accounts Receivable") pursuant to the terms and conditions described herein. MVBA, LLC may use its dba, Accounts Receivable Collections Group, on collection notices and telephone communications with debtors in accordance with federal and state collection laws.

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

**II. DELINQUENT ACCOUNTS RECEIVABLE**

For purposes of this contract Delinquent Accounts Receivable shall be those accounts considered delinquent by the City and referred by the City to MVBA, LLC when not timely paid in accordance with any applicable contract, ordinance or statute providing for the payment of the underlying debt.

At least once each month, on a date or dates agreed upon by the parties, the City will provide MVBA, LLC with copies of, or access to, the information and documentation necessary to collect the Delinquent Accounts Receivable that are subject to this contract. The City shall furnish the information to MVBA, LLC by electronic transmission, magnetic medium. MVBA, LLC agrees to retain confidentiality of account information to the extent possible in accordance with City account policies and State law.

**III. COLLECTION**

The City authorizes MVBA, LLC to execute all documents that are reasonably necessary to pursue collection of the City's claims in connection with the collection of delinquent accounts receivable that are subject to this contract.

MVBA, LLC shall forward to the City copies of any correspondence regarding a disputed debt received from a debtor and the request for verification of the debt. The City will provide to MVBA, LLC within ten (10) days of the receipt for the request for verification of the debt, copies of all records which will verify the debt which in turn will be forwarded to the debtor by MVBA, LLC. All collection activity will be suspended on any disputed debt until the appropriate verification of the debt is delivered to the debtor.

The Parties agree that collection activity will not continue or commence on any accounts that are time-barred by the four-year statute of limitations in accordance with Section 16.004(a)(3) of the Texas

Civil Practice and Remedies Code, and that time-barred accounts will be returned to the City. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

MVBA, LLC shall return to the City 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.

#### **IV. CIVIL PROCEEDINGS**

Upon consultation and agreement by the Parties, MVBA, LLC may employ an attorney, at its expense, to make a recommendation to the City to take legal action to collect a Delinquent Accounts Receivable or represent the City in any dispute or challenge of its collection authority.

Upon consultation and agreement by the Parties, MVBA, LLC may employ an attorney, at its expense, to institute civil legal proceedings on behalf of the City, including seeking writs of execution to collect Delinquent Accounts Receivable. The City shall pay in advance of the initiation of any writ of execution or collection lawsuit any filing fees charged by the Court or Clerk of the Court in which the writ of execution is to be issued or the collection lawsuit is to be filed including the costs for service of citation. MVBA, LLC may also, after consultation and agreement by the Parties, employ an attorney, at its expense, to file proofs of claims in the United States Bankruptcy Court on behalf of the City for Delinquent Accounts Receivable.

#### **V. PAYMENTS REMITTANCE**

MVBA, LLC shall forward all cashier checks or money order payments made payable to the City and any correspondence from debtor directly to the City. Cashier checks or money order payments made payable to MVBA, LLC will be deposited daily into the MVBA, LLC Trust Account. MVBA, LLC may also collect the amount due from the debtor by credit card or electronic draft which is deposited directly into the MVBA, LLC Trust Account. MVBA, LLC may set up payment arrangements and accept partial payments on any delinquent accounts receivable. MVBA, LLC shall remit weekly to the City all payments received into the MVBA, LLC Trust Account along with an invoice detailing the account number, name of debtor, amount paid to MVBA, LLC or City, MVBA, LLC fee percentage and fees earned for each account.

#### **VI. COMPENSATION FOR SERVICES**

For the collection of Delinquent Accounts Receivable in which the data files are transmitted to MVBA, LLC by electronic media, the City agrees to pay to MVBA, LLC as compensation for services provided, pursuant to this contract, a fee of thirty percent (30%) of the amount of the Delinquent Accounts Receivable collected.

All compensation shall become the property of MVBA, LLC at the time of payment. The City shall pay to MVBA, LLC said compensation on a monthly basis by check or ACH.

#### **VII. INDEMNIFICATION**

MVBA, LLC 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, LLC'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, LLC, responsibility and indemnity, if any, shall be apportioned in accordance with and for the City to the extent permitted by Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities. Nothing contained in this agreement shall be construed as a waiver of or relinquishment of governmental or sovereign immunity by the City. The indemnity provided herein shall survive termination and/or expiration of this agreement.

### **VIII. PROPRIETARY SOFTWARE**

The City recognizes and acknowledges that MVBA, LLC owns all right, title and interest in certain proprietary software that MVBA, LLC may utilize in conjunction with performing the services provided in the contract. The City agrees and hereby grants to MVBA, LLC the right to use and incorporate any information provided by the City (“account or debtor 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 City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City’s accounts at any time.

MVBA, LLC agrees that it will not share or disclose any specific confidential account or debtor information with any other company, individual, organization or agency, without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA, LLC shall have the right to use account or debtor information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain account or debtor information. These aggregate statistics are owned solely by MVBA, LLC and will generally be used internally, but may be shared with MVBA, LLC’s affiliates, partners or other third parties for purposes of improving MVBA, LLC’s software and services.

### **IX. TERM AND TERMINATION**

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, the effective date, and shall automatically renew on the anniversary of the effective date 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 the anniversary date of the contract.

In the event that the City terminates this contract, MVBA, LLC shall be entitled to continue its collection activity on all accounts previously referred to MVBA, LLC for six (6) months from the date of receipt of the Notice of Termination of Contract and to payment of its fee for all amounts collected on accounts referred to MVBA, LLC. The City may, at its discretion, refer additional accounts to MVBA, LLC after notice of termination has been received by MVBA, LLC. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA, LLC.

### **X. NOTICE**

Any and all notices or any other communication herein required shall be in writing, and may be affected by personal delivery or by registered or U.S. certified mail, return receipt requested, at the address of the respective Parties below:

MVBA, LLC, dba Accounts Receivable Collections Group.  
Attention: Harvey M. Allen  
P.O. Box 849  
Round Rock, Texas 78680  
700 Jeffrey Way, Suite 100  
Round Rock, Texas 78664-2425.

City of Johnson City, Texas  
Attention: Chief Administrative Officer  
P.O. Box 369  
303 E. Pecan Dr.  
Johnson City, Texas 78636

A notice shall be deemed delivered when received if delivered personally or if sent by Federal Express or other carrier; or 72 hours after deposit if sent by First Class, postage pre-paid mail through the U.S. Postal Service.

## XI. MISCELLANEOUS PROVISIONS

**Governing Law and Venue.** This contract is made and is to be interpreted under the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or another legal proceeding concerning or arising out of this contract shall be in Blanco County, Texas.

**Severability.** 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.

**Boycott.** In accordance with the requirements of Chapter 2271, Texas Government Code, the signatory executing this Contract on behalf of MVBA, LLC does hereby verify that MVBA, LLC does not boycott Israel and will not boycott Israel during the term of this Contract.

**Entire Agreement; Assignment.** This contract supersedes all prior oral and written contracts between the parties regarding delinquent accounts receivable 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.

**Representations and Warranties.** The Parties represent and warrant that each is duly authorized and empowered to enter into this Agreement and to cooperate in good faith in fulfilling its terms. The City has authorized by order, passed and duly recorded in its minutes, the Mayor of the City to execute this contract.

**Counterparts.** 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.

**IN WITNESS WHEREOF**, the Parties have caused this Contract to be signed by their duly authorized officers on the date appearing adjacent to the signatures below. This Contract shall become effective on the date of the last party to sign.

**CITY OF JOHNSON CITY, TEXAS**

\_\_\_\_\_  
Rhonda Stell, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Whitney Walston, City Secretary

\_\_\_\_\_  
Date

**MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP**

\_\_\_\_\_  
Harvey M. Allen, Manager

\_\_\_\_\_  
Date

## Rick Schroder

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**From:** Steve Whigham <Steve.Whigham@mvalaw.com>  
**Sent:** Wednesday, October 5, 2022 12:09 PM  
**To:** Rick Schroder; Marc Salinas  
**Cc:** Elizabeth Elleson  
**Subject:** RE: Johnson City

These revisions are acceptable to us. How would you like to proceed? I can make the changes and suggest an amount or I can leave that up to your staff.

Thank you.

Regards,

Steven Whigham  
MVBA mobile

----- Original message -----

**From:** Rick Schroder <rschroder@johnsoncitytx.org>  
**Date:** 10/5/22 11:48 AM (GMT-06:00)  
**To:** Marc Salinas <Marc.Salinas@mvalaw.com>, Steve Whigham <Steve.Whigham@mvalaw.com>  
**Cc:** Elizabeth Elleson <cityattorney@johnsoncitytx.org>  
**Subject:** RE: Johnson City



This message was sent from outside The Firm

MVBA –

Have these revisions completed by the City Attorney been approved?

Please advise.



Rick A. Schroder  
Chief Administrative Officer  
303 E. Pecan Dr. (Physical) | P.O. Box 369 (Mailing) | Johnson City, Texas 78636  
(830) 868-7111, Ext. 8 | (830) 868-7718 (Fax) | [www.johnsoncitytx.org](http://www.johnsoncitytx.org)  
*Yesterday is not ours to recover, but tomorrow is ours to win or lose. – President LBJ*

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**From:** Elizabeth Elleson <cityattorney@johnsoncitytx.org>  
**Sent:** Friday, September 16, 2022 3:22 PM  
**To:** Rick Schroder <rschroder@johnsoncitytx.org>

**Cc:** steve.whigham@mvalaw.com; Marc Salinas <Marc.Salinas@mvalaw.com>

**Subject:** Re: Johnson City

All,

Attached are edited drafts of the two agreements. In general, the edits were nonsubstantive; mostly reformatting and reorganizing some sections which were related.

Please note the yellow highlighted text in the AR contract:

Upon consultation and agreement by the Parties, MVBA, LLC may employ an attorney, at its expense, to institute civil legal proceedings on behalf of the City, including seeking writs of execution to collect Delinquent Accounts Receivable.

It is recommended that after the word City that a sum certain be included, e.g., "for amounts over \$XXXX."

EE

Elizabeth Elleson  
City Attorney  
City of Johnson City  
Mobile: (512) 964-1220

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**From:** Rick Schroder <rschroder@johnsoncitytx.org>

**Sent:** Wednesday, September 14, 2022 2:14 PM

**To:** Elizabeth Elleson <cityattorney@johnsoncitytx.org>

**Cc:** steve.whigham@mvalaw.com <steve.whigham@mvalaw.com>; Marc Salinas <Marc.Salinas@mvalaw.com>

**Subject:** FW: Johnson City

Elizabeth –

Attached, please find two proposed contracts –

1. Utility Billing Collections; and
2. Municipal Court Collections.

Can you please review and redline? I have cc'd Steve and Marc from MVBA onto this email, as well.





Rick A. Schroder  
Chief Administrative Officer  
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**From:** Steve Whigham <[Steve.Whigham@mvalaw.com](mailto:Steve.Whigham@mvalaw.com)>  
**Sent:** Wednesday, September 14, 2022 2:11 PM  
**To:** Marc Salinas <[Marc.Salinas@mvalaw.com](mailto:Marc.Salinas@mvalaw.com)>; Rick Schroder <[rschroder@johnsoncitytx.org](mailto:rschroder@johnsoncitytx.org)>  
**Subject:** Johnson City

*Let's try this again.*

**Steven W. Whigham**  
Director of Operations  
Fines and Fees Collections  
McCreary Veselka Bragg & Allen, P.C.

[steve.whigham@mvalaw.com](mailto:steve.whigham@mvalaw.com)

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*“As the excellence of steel is strength, and the excellence of art is beauty, so the excellence of mankind is moral character.”*

— A.W. Tozer

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