

**CONTRACT FOR PROFESSIONAL COLLECTION SERVICES
RELATED TO DELINQUENT LIQUOR LICENSE FEES
OWED TO LUBBOCK COUNTY**

STATE OF TEXAS

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COUNTY OF LUBBOCK

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THIS CONTRACT is made and entered into by and between Lubbock County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its governing body, hereinafter called "County", and Perdue, Brandon, Fielder, Collins & Mott L.L.P., hereinafter called "Perdue".

I.

The County agrees to employ and does hereby employ Perdue to enforce the collection of the County's portion of delinquent Beer and Liquor License Fees assessed under Sections 11.38 and 61.36 of the Texas Alcoholic Beverage Code pursuant to the terms and conditions described in this contract. This Agreement embodies the entire contract between the parties hereto relative to the subject matter hereof. 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.

II.

County agrees to refer delinquent unpaid permit fee accounts at the discretion of the Tax Assessor-Collector to Perdue for collection. An account is considered delinquent when not paid within **60** days of the scheduled due date. County will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fees that are subject to this contract.

III.

Perdue is to refer all payments and correspondence directly to the Lubbock County Tax Assessor-Collector regarding the fees being collected pursuant to this contract. Any payments received by Perdue will be delivered to the County within seven (7) days of receipt. County agrees to pay to Perdue thirty percent (30%) of the collected delinquent permit fees referred to Perdue by County before the effective date of this contract. Further, on any accounts referred to Perdue after the effective date of this contract, Perdue will assess to the delinquent license or permit holder as an addition to the delinquent permit fee a thirty percent (30%) collection charge pursuant to Section 11.38 (b-1) and 61.36 (b-1) of the Texas Alcoholic Beverage Code. Perdue will deliver the total payment received to the County, and such added 30% assessment paid by the delinquent permit holder will be the compensation paid to Perdue by the County on all such accounts. All assessment compensation paid by the delinquent permit holder shall become the property of Perdue at the time of payment.

IV.

Perdue agrees to use its best efforts to collect the delinquent accounts turned over to it, consistent with the limited statutory enforcement mechanisms available.

V.

This contract shall commence on the **13th day of September, 2021** and end when both parties mutually agree; provided, however, that either party to this agreement shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement.

VI.

For purposes of sending notice under the terms of this contract, any notice which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be sent by certified United States mail, return receipt requested; or delivered by hand or by courier, to the respective parties as follows:

Perdue, Brandon, Fielder, Collins & Mott L.L.P.
Attn: Adam Walker
P.O. Box 817
Lubbock, TX 79408.

County Judge
Lubbock County Courthouse
904 Broadway
Lubbock, Texas 79401

With a copy to:
Lubbock County Contract Manager
P.O. Box 10536
Lubbock, TX 79408

VII.

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 Lubbock County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality 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, illegal or unenforceable provision(s) had never been a part of this contract.

VIII.

In consideration of the terms and compensation herein stated, Perdue hereby accepts said employment and undertakes performance of said contract as set-forth above.

IX.

Perdue is legally required to make the following verifications:

Perdue verifies that it is currently in compliance with, and will comply in the future with, all provisions of Texas Government Code Section 2271.002 to not boycott Israel during the term of this contract.

Perdue verifies that it is currently in compliance with, and will comply in the future with, all provisions of the Texas Government Code Sections 2252.152 and 2252.153 to prohibit business with companies in Iran, Sudan or Foreign Terrorist Organizations.

Perdue verifies, pursuant to Texas Government Code Section 2274.002, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that it will not discriminate during the term of the contract against a firearm entity or firearm trade association.

X.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court 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 Agreement, 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.

The benefits of this Agreement are intended to inure solely to Perdue and the County. Accordingly, the parties do not intend any persons who are not named in this Agreement to have authority to enforce any provision of this Agreement.

This contract is executed on behalf of County by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes. This contract is for professional services and is therefore exempt from the competitive bidding requirements set forth by state law.

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 signature of all parties hereto this the ____ day of _____, 2021.

COUNTY OF LUBBOCK

By: _____
Curtis Parrish, County Judge

APPROVED AS TO FORM:

Marlie Boyles
MARLISE Marlie Boyles
Lubbock County District Attorney's Office
Civil Division

PERDUE, BRANDON, FIELDER, COLLINS & MOTT L.L.P.

By: *Laura J. Monroe*
For the Firm