

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

### **Proposal for:**

### City of New Braunfels, Texas

### RFP 24-011

# Case Resolution and Delinquent Account Collections

Prepared by:

McCreary, Veselka, Bragg & Allen P.C.

700 Jeffrey Way Suite 100

Round Rock, TX 78665

800-369-9000 ext 275

**Contact: Steven Whigham/Director of Operations** 

# TAB 1

Solicitation & Offer Form



#### SOLICITATION AND OFFER

City of New Braunfels
Purchasing
550 Landa Street
New Braunfels, Texas 78130

	OFFER New Braunfels, Texa			w Braunfels, Texas 78130		
Solicitation Number: RFP 24-011			Invitation	on for Bid (I	FB)	Date Issued:
Case Resolution and Delinquent Account Collections			Request	for Proposa	als (RFP)	February 16, 2024
	SOLIC	TTA	TION			
Questions may be submitted until March 1, 2024,	SOLIC 5:00 P.M. (					
Respondents must submit online or sealed response					dcopy and	one (1) in electronic format
(USB). Submissions will be received at the office of the City s	Secretary a	t the	address sh	nown above	until: <b>3:00</b> l	P.M. (CST), March 12, 2024
Submissions received after the time and date set for						
For information regarding this solicitation, contact:			Barbara	Coleman,	Email: bo	oleman@newbraunfels.gov
(NO collect calls, Telegraphic, Email, On-Line or Fax offers accepted	i)			rchasing		
	,		IVIA	ınager		
5% Proposal Bond Required: □	YES		×	NO		2
100% Payment Bond Required:	YES		X	NO		
100% Performance Bond Required:	YES		<u>×</u>	NO		
	Ω	FFE)	<b>D</b>			
(This portion				v Proposer	.)	
RFP's must be submitted by persons authorized t			•			o a procurement contract or
agreement. By submitting your written proposal,	-			-		proposal does not contain
information that Respondent will comply with the General Terms and Cond			-		•	
In compliance with the above, upon contract award the unitem delivered at the designated point(s) and within the tin				to furnish ar	ny or all item	ns or services awarded for each
CONTRACT AWARD SHALL INCLUDE ALL ASSOCIATE	ED SOLICIT	ATIOI	N DOCUME			
SIGNATURE IS MANDATORY; ELECTRONIC OR MANU REFLECTED ON USB COPY OR ELECTRONIC SUBMIS		TURE	S WILL BE	ACCEPTED	. SIGNATU	RE SHOULD ALSO BE
			T,	Nama and T	File of Don	an Authorized to Cian Offer
Name Steven W. Whigham				Steven W		son Authorized to Sign Offer: ım
and			1	E-Mail Addr	ess:swhig	ham@mvbalaw.com
Address 700 Jeffrey Way, Suite 100, Round Rock, T			78665 Phone Number 512-323-3200			
of Respondent:			1	Fax Numbe	r:512-32	3-3210
X/ Q/4/1-9			•			
Signature: Alway [N. Mag ]	Tun	>				Date: March 10, 2024
Name, Address, email, and Telephone Number of	Same	as a	bove			
Person authorized to conduct negotiations on behalt of Respondent.	Г					
(Applies to Request for Proposal only)						

City of New Braunfels  AMENDMENT OF SOLICIT MODIFICATION OF CONT				5	y of New Braunfels Purchasing 50 Landa Street raunfels, Texas 78130	Page 1 of 1
1. Solicitation No.	2. Contract No.		3a. Amendment No.	1	4. Effective Date of thi	is Action
RFP 24-011 Legal Services - Case Resolution and Delinquent Case Collections			3b. Modification No.		4-Mar-24	
<ol> <li>Name and Address of Offeror or Cont McCreary, Veselka, Bragg &amp; 700 Jeffrey Way, Suite 100 Round Rock, TX 78665</li> </ol>		Barbara ( Purchasin	ormation Call: Coleman g Manager : 830-221-4389 bcoleman@newbraunfels.gg	ov.	7. Amount of Contract/Order Increased by: Decreased by: \$	is:
8. THIS BLOCK APPLIES TO AMEND	MENTS OF SOLICE					
	fied for receipt of offer IE SPECIFIED FOR	ers IS NOT exte R RECEIPT O	F OFFERS IS CHANGED			
Offerors must acknowledge receipt of the following methods:  (i) By completing Blocks 5 and 11 (ii) By acknowledging receipt of the (iii) By separate letter, telegram, or	and returning this A	mendment in the	ne number of copies specified bid submitted; or,			
If by virtue of this Amendment offeror of notice makes reference to the solicitation	lesires to change an o on AND this Amendr	offer already sub ment and is rece	omitted, such change may be rived prior to the date and time	nade by let e specified.	ter or email, provided each suc	h
NOTICE: NON-RECEIPT OF YOU AND TIME SPECIFIED MAY RESU	R OFFER AND TH JLT IN REJECTIO	IS AMENDM N OF YOUR (	ENT AT THE DESIGNATI OFFER.	ED PLACE	E WITHIN THE DATE	
9. THIS BLOCK APPLIES TO MODIF				RDERS O	NLY.	
☐ The instrument in Block ☐ This Supplemental Agree ☐ Other (Specify type of n ☐ CONTRACTOR IS REC ☐ Contractor is not require	sued in accordance with 2 is modified to reflet the ement is entered into modification and auth QUIRED TO SIGN T	ith authority gracet administrative pursuant to the cority):  HIS DOCUME	anted by instrument referenced ve changes.  Authority of: General Provis  ENT.			
10. DESCRIPTION OF CHANGES:						
a. This addendum is issued to provide a	nswers to questions re	eveived before	the close of the discovery peri	od of Marc	ch 1, 2024.	
- Attached are the questions and answ	vers received from al	l requests.				
						= 3
Except as provided beyon, all terms and conditions  11a. SIGNATURE OF OFFEROR OR O	ONTRACTOR	ed above remain ur	changed and in full force and effect CITY OF NEW BRAUNFI		18	
Allen (1.1)	thigh		Barbara (			, -
11b. PRINTED NAME AND TIT Steven W. Whigham		c. DATE	SIGNED Borbone Column			
Director of Operations	March	10, 2024	Barbara Coleman Purchasing Manager		Date	4-Mar-24

# TAB 2

### Attachment A – Cost Proposal Form

#### ATTACHMENT A

#### **COST PROPOSAL FORM**

Proposal of:	McCreary, Veselka, Bragg, & Allen, P.C.	(Proposer Company Na	ıme)

#### SUBMITTAL REQUIREMENTS:

Provide the overall cost the City is required to secure Proposer's proposed Goods and/or Services. Contractor is required to supply pricing for any labor and materials necessary to support the requested scope of work.

Provide with this Attachment A, the Contractor Rate Schedule pricing.

- Provide your firms list of fees and total cost for the collection services that support the City's scope
  of work as described in section 4 of this proposal.
- Fee/rate schedule shall be included which will be valid for the term of the contract.
- The city is looking for a price per service and other additional alternative resources that your firm performs that support case resolution and the collection of outstanding fines, costs and fees.

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.

#### OFFER TO: CITY OF NEW BRAUNFELS:

The Undersigned hereby offers and agrees to furnish the services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal. Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed percentage) below.

#### ADDENDA:

The undersigned hereby acknowledges receipt of the following addenda to the provisions and requirements of which addenda have been taken into consideration in the preparation of this Proposal.

Addendum No	1	_ Dated	March 4, 2024
Addendum No.		Dated	

#### **OBLIGATION:**

The undersigned, by submission of this Offer, hereby agrees to be obligated, if the Offer is accepted by the City of New Braunfels, to enter into a Contract to provide the stated goods and/or services for the term as stated herein in accordance with the Scope of Work, Specifications, and Terms and Conditions, together with any written Addenda as specified above and any negotiated terms. If this offer is accepted and signed by the City of New Braunfels, this RFP document, together with any written Addenda and any negotiated terms shall be (collectively) the contract.

#### NON-COLLUSION:

The undersigned, by submission of this Proposal Form and other required forms, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

#### **ATTACHMENT A**

#### **COST PROPOSAL FORM – SIGNATURE PAGE**

I certify, under penalty of perjury, that I have the legal authorization to bind the Respondent/firm hereunder:

McCreary, Veselka, Bragg, & Allen, P.C.	March 10, 2024
Company Name  Whigh am  Signature of Person Authorized to Sign	Date
Hour W. Whigh am	Director of Operations
Signature of Person Authorized to Sign	Title
Steven W. Whigham	Email: swhigham@mvbalaw.com
Printed Name	

# TAB 3

Cover Letter



#### **EXECUTIVE SUMMARY**

#### **INTRODUCTION**

Thank you for the opportunity to present a proposal to the City of New Braunfels for Legal Services-Case Resolution and Delinquent Account Collections.

The firm takes great pride in impeccable client service. We believe the trust of our current clients and our continued growth is a direct result of the dedicated services, collection efforts, and resources we provide to every client. We aim to continue building a long-term, mutually beneficial, quality client partnership through a cooperative atmosphere of respect and transparency.

MVBA takes no exceptions to the requirements outlined in the City's Request for Proposal (RFP). The persons authorized to make representation and bind MVBA in this RFP are:

Matthew Tepper/Attorney Shareholder

700 Jeffrey Way Suite 100 Round Rock, Texas 78665 Phone: 512-323-3200 ext 244

Email: mtepper@mvbalaw.com

Steven Whigham/Director of Operations

700 Jeffrey Way Suite 100 Round Rock, Texas 78665 Phone: 512-323-3200 ext 275 Email: swhigham@mybalaw.com

McCreary, Veselka, Bragg & Allen, PC (MVBA), has been in the business of delinquent governmental collections for 61 years. The first 40 years were focused solely on delinquent ad valorem property tax collections on behalf of various taxing entities across the state. When Article 103.0031 of the Texas Code of Criminal Procedure was amended at the turn of the century, we could extend our experience, knowledge, and custom-built in-house infrastructure of people, processes, and technology to begin serving courts like yours.

Concentrating our efforts and resources on impeccable client service, we have grown our business almost exclusively through referrals and repeat customers who have entrusted us with additional delinquent collections. As previously stated, we aim to build long-term, mutually beneficial, quality client partnerships through a cooperative atmosphere of trust and transparency.

The City of New Braunfels will be treated as one of our premier clients. When awarded this contract, the City and Court staff and all defendants, local and otherwise, will get the best MVBA has to offer, tailored and customized to the City's specific needs. You can expect thoughtful and attentive account management throughout our relationship as we identify and meet needs common to all municipal courts and those unique to the City of New Braunfels.





City of New Braunfels, Texas
RFP # 24-011, Case Resolution and Delinquent Account Collections

With our local office in the Comal County Tax Office, we consider the City of New Braunfels more than just a client. Many of our employees live in New Braunfels and the larger Comal County area. That means we are committed to increasing the City's revenue and helping the community grow.

#### SERVICE HIGHLIGHTS

While City Staff can access, query, and update all case information anytime they like using their secured credentialed login to our online portal, Staff can also rely on concierge services.

Our full-time IT and Client Services teams ensure that integration between your database and software and our database and software goes seamlessly, without hesitation, hiccup, or incident. We have extensive experience integrating with Incode version 9 and all other Tyler Technology products, working with their systems and the data in their systems all day.

Our notion of impeccable client service extends to every contact we make, every time. Highly trained contact center personnel are dedicated to maintaining and enhancing the City's positive image in the community. We strive for no less than exceptional public relations.

Through professional associations, industry and other contacts, and a decades-old nationwide network, the firm stays up-to-date and well-versed on all new changes in federal and state rules and regulations governing collections and all best practices, quality controls, advanced technology, and upcoming industry opportunities.

In years past, the firm has spearheaded many successful statewide warrant round-ups or resolution programs utilizing an extensive toolbox of strategies and methods to reach defendants and let them know they have outstanding court cases and how to resolve them. We have successfully managed this program for our clients for almost two decades. These efforts have resulted in high case resolutions, clearing the backlog of outstanding warrants.

We leave no stone unturned in finding current addresses for your defendants. With our statewide presence across the state and in neighboring cities and counties, in addition to our skip tracing partners and address research staff, we have a high likelihood of finding your defendants so we can reach out to them with phone calls, English and Spanish letters, and text messages, as appropriate. Also, if we receive notification from family or mail that a defendant is deceased, our skip-tracers will research to find either a death certificate or obituary to confirm. The court will receive copies of the death certificate or any other documentation we received regarding the defendant's death.

We appreciate the City's request to receive all payments directly from defendants, and we can and have administered programs like this. From decades of experience, we would advise that giving defendants more opportunities to pay their delinquency results in more paid and resolved delinquencies.







As we say in our tagline, MVBA Goes Further. We believe this is true in everything we do, from the privacy of the City's case files to staffing a contact center with minimal employee turnover. Staff member's content in their workplace makes them better representatives on behalf of our clients.

#### **SUMMARY**

As many government entities in the state have learned, there is a fundamental difference between "capability" and "willingness" when it comes to collection agencies and collection attorney firms consistently delivering quality service.

We have concentrated our resources on client service and have grown almost exclusively through client referrals and expanded portfolios from our government clients. Our goal has been to develop long-term quality client partnerships by clearly identifying each client's needs and requirements and meeting or exceeding them daily. Our clients will attest that this approach to service has been a tremendous advantage to them. The quality of our efforts has resulted in a cooperative atmosphere of confidence and trust, leading to outstanding client relations, community awareness, mutually increased profits, and improved working conditions for all concerned.

Due to a solid, robust program established and in place in many cities throughout the state, including your neighbor, the City of Port Arthur, coupled with exceptional recovery rates, we believe MVBA is uniquely qualified to perform municipal court collection services for the City.

What makes MVBA an excellent choice as your collection resource?

- Dedication to exceptional public relations
- Commitment to maintaining the positive image of the City
- Client confidence developed through our long-term relationship
- Willingness to meet your City's changing needs
- Superior training and quality controls
- Highly trained personnel and personal service
- Advanced technical capabilities
- Our devotion solely to the collection of governmental accounts



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

### City of New Braunfels, Texas RFP # 24-011, Case Resolution and Delinquent Account Collections

Should you elect to utilize MVBA's services, we are confident you will find our ethics, expertise, and effectiveness unmatched in the collection industry.

We appreciate your time and consideration of our response. We would be honored if the Selection Committee chose our firm to begin a fruitful relationship. Should you have any questions or concerns, please feel free to contact me on my cell at (512) 323-3275 or via email at <a href="Steve.Whigham@mvbalaw.com">Steve.Whigham@mvbalaw.com</a>.

Sincerely,

Steven W. Whigham

Director of Operations

## TAB 4

Attachment B – Company Information & Certifications

#### **ATTACHMENT B**

#### **COMPANY INFORMATION AND CERTIFICATIONS**

1. Company Information:					
Company name: McCreary, Veselka, Bragg, & Allen, P.C.					
Company address: 700 Jeffrey Way, Suite 100, Round Rock, TX 78665					
Year established: 1961					
Number of years in business under present name: 32					
Form of ownership: ☐ Proprietorship ☐ Partnership ☑ Corporation ☐ Other (specify)					
Federal Employer Identification Number: 74-2305409					
Texas Comptroller's Taxpayer Number, if applicable:					
• DUNS NUMBER: 112701230					
2. Subcontractor(s), if applicable:					
☑ Subcontractor(s) will not be used to complete this contract.					
☐ Subcontractor(s) will be used to complete this contract. (Attach a list if additional space is necessary.)					
Subcontractor Name:					
Percentage (%) of Total Contract:					
Mailing Address:					
3. If awarded, Respondent's primary point of contact for City account is:  Name: Steven W. Whigham					
Title: Director of Operations					
Office Location: 700 Jeffrey Way, Suite 100, Round Rock, TX 78665					
Mailing Address: PO Box 1310, Round Rock,TX 78680					
* Telephone Number: 512-323-3200 Fax Number: 512-323-3210					
Email Address: swhigham@mvbalaw.com					
** Emergency Contact Number for After-Hours Service: 512-393-8685					

4		warded, Respondent shall indicate preferred method for which City is to notify Awarded ntractor of purchase orders:						
F	Purch	ase Orders shall be communicated via: <i>(check all that apply)</i> Phone Fax _X_ Email						
(	Conta	ct Person: Steven W. Whigham						
	Phone: 512-323-3200							
		512-323-3210						
E	Email	Address: swhigham@mvbalaw.com						
V	END	OR CERTIFICATIONS						
D	EBAF	RMENT/SUSPENSION INFORMATION:						
1.	рι	as the Respondent or any of its principals been debarred or suspended from contracting with any blic entity or is Respondent listed on the federal government's terrorism watch list as described in ecutive Order 13224. Entities ineligible for federal procurement are listed at <a href="http://www.epls.gov">http://www.epls.gov</a> ?						
		□ Yes ☑ No						
	re st pr	yes, identify in an attachment the public entity and the name and current phone number of a presentative of the public entity familiar with the debarment or suspension, or listed at epls.gov and ate the reason for or circumstances surrounding the debarment, suspension or ineligible for federal ocurement, including but not limited to the period of time for such debarment, suspension or eligibility.						
С	ERT	IFICATIONS:						
1.		ntractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in npeting for or in executing the Contract.						
	A.	"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the solicitation process or in the Contract execution;						
	B.	"fraudulent practice" means an intentional misrepresentation of facts made						
		1. to influence the solicitation process or the execution of the Contract to the detriment of Owner						
		2. to establish Cost Proposal or Contract prices at artificial non-competitive levels, or						
		3 to deprive Owner of the benefits of free and open competition.						
	C.	"collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of Owner, a purpose of which is to establish Cost Proposals at artificial, no competitive levels; and						
	D.	"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the solicitation process or affect the execution of the Contract.						

2.	NC	ION-COLLUSION CERTIFICATION:			
	A.		on-Collusion Certification: Do you certify that all of the following are to ur company's cost Proposal? ☑ <b>Yes</b>	rue and correct	concerning
		1.	That you are fully informed of the contents of the solicitation and the preparation;	ne circumstance	es of its
		2.	That your cost Proposal is genuine and is not a collusive or sham	Cost Proposal;	
		3.	That neither you nor anyone else acting on behalf of your company conspired in any manner with any other respondent, firm or persor sham cost Proposal, or to refrain from responding, or sought by cowith any other respondent, firm or person to fix the prices, overheat in your cost Proposal or in any other cost Proposal, or to secure the conspiracy, or agreement any advantage against the City of New Brespondent; and	n to submit a communication of ad, profit, or any rough any coll	ollusive or r conference r cost element usion,
		4.	The prices quoted in your cost Proposal are fair and proper and ar collusion, conspiracy, connivance or unlawful agreement on the paacting on its behalf.		
3.	GC	VE	RNMENT CODE TITLE 10 SUBTITLE F VERIFICATIONS:		
	A.		ontractor shall verify that it's named company, under the provisions of overnment Code Chapter 2270:	of Subtitle F Titl <b>☑ Yes</b>	e 10 □ <b>No</b>
		1.	Does not boycott Israel currently; and		
		2.	Will not boycott Israel during the term of the contract.		
	B.	Pu	rsuant to Sections 2270.001, 2270.002, 808.001, Texas Governmen	nt Code:	
		1.	"Boycott Israel" means refusing to deal with, terminating business taking any action that is intended to penalize, inflict economic harn relations specifically with Israel, or with a person or entity doing bu Israeli-controlled territory, but does not include an action made for and	n on or limit con siness in Israe	mmercial l or in an
		2.	"Company" means a for-profit sole proprietorship, organization, as partnership, joint venture, limited partnership, limited liability partnership, including a wholly owned subsidiary, majority-owned sul affiliate of those entities or business associations that exist to make	ership, or any li bsidiary, paren	mited liability
	C.	Ira	rsuant to subtitle F, Chapter 2252, Texas Government code, contractin, Sudan or a foreign terrorist organization while providing products aunfels.		
	D.	Co and sol	irsuant to Section 2274 of the Texas Government Code and Texas Sontractor certifies that either (i) it does not boycott and will not boycot d (2) will not boycott certain energy companies during the term of the licitation. Contractor shall state any facts that make it exempt from the achment to this agreement.	tt certain energ e contract resu	y companies; lting from this
	E.	Co dis	irsuant to Section 2274 of the Texas Government Code and Texas Sontractor certifies that it: (a) does not have a practice, policy, guidance criminates against a firearm entity or firearm trade association; and ring the term of the contract against a firearm entity or firearm trade	ce, or directive (b) will not disc	that

#### **ACKNOWLEDGEMENT**

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I certify that I have read all of the specifications and general RFP requirements and do here by certify that all items submitted meet specifications. I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation, and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my response to this solicitation to be rejected.

Bidder's full name and entity

McCreary, Veselka, Bragg, & Allen, P.C.
Company's Name  Musham  May Name
Signature, Authorized Representative of Respondent
Director of Operations
Title

## TAB 5

Experience, Qualifications, Key Personnel & Resources



#### **QUALIFICATIONS**

#### STAFFING AND EXPERIENCE

MVBA has a staff of 185 employees, including sixteen attorneys, with an average tenure of fifteen years, in twenty-one offices in the State of Texas. MVBA has offices in Round Rock, Abilene, Athens, Bastrop, Belton, Brady, Brownwood, Bryan, Burnet, Denton, Eastland, Georgetown, Kountze, Longview, Midland, New Boston, New Braunfels, Palestine, Port Lavaca, San Marcos, Seguin, and Waco. The collection program and the procedures outlined in this proposal are performed at the principal office at 700 Jeffrey Way, Suite 100, in Round Rock, Texas.

**Attorneys** - The firm consists of sixteen Attorneys with over two hundred years of experience managing debt collection programs for local governments.

- Two attorneys have over twelve years of municipal law experience as Assistant City Attorneys.
- One attorney with ten years of experience in criminal law and eight years as an Assistant District Attorney.

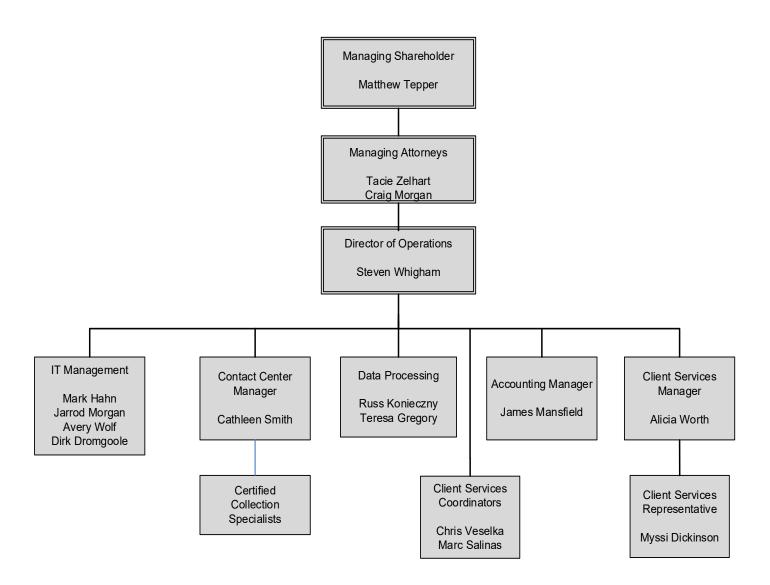
**Professional Staff** - the firm's professional staff is located at the Round Rock office and consists of

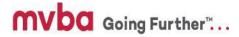
- Attorneys
- Director of Operations
- Client Services Manager
- Client Services Coordinators (on-site representatives throughout the State)
- Internal Customer Service Manager and Service Representatives
- Information Technology Administrators, Programmers, and Engineers
- Data Managers
- Accounting Manager & Staff
- Administrative Assistants
- Certified Collection Specialists



#### FINES AND FEES KEY PERSONNEL FLOWCHART

The chart below depicts the MVBA Fines & Fees Key Personnel that is assigned to oversee and manage the collection program for the City of New Braunfels Municipal Court Project.





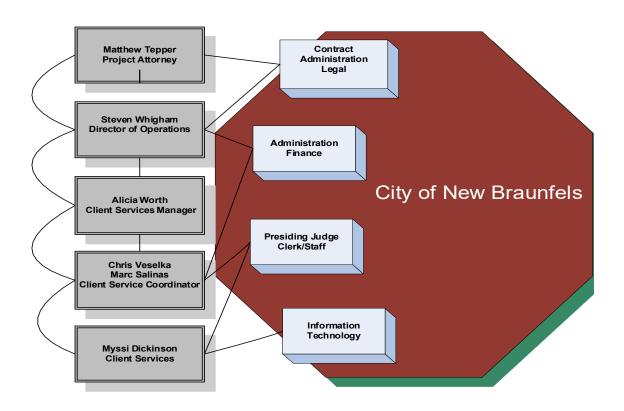
#### **KEY MANAGEMENT AND LEAD STAFF**

#### PROJECT MANAGEMENT TEAM

The City of New Braunfels has an experienced and qualified Project Management Team that consists of:

- Project Attorney
- Director of Operations
- Client Services Director
- Internal Client Service Manager

#### **NEW BRAUNFELS PROJECT MANAGEMENT TEAM FLOWCHART:**





#### MANAGEMENT TEAM QUALIFICATIONS

#### **PROJECT ATTORNEY**

**Matthew Tepper**, President, is the Attorney responsible for the debt collection program. He is available to consult with City officials and staff. Mr. Tepper assists Mr. Allen in managing the debt collection program. Mr. Tepper joined MVBA in 2005 and has handled numerous cases in Texas state and federal trial and appellate courts. He provides legal representation in appraisal district litigation, property value study litigation, and general litigation. Before joining MVBA, Mr. Tepper was an Assistant Attorney General for the State of Texas, where he litigated civil rights, tort, and employment lawsuits on behalf of the state's law enforcement agencies and officers.

Mr. Tepper attended the Baylor University School of Law and received a Doctor of Jurisprudence degree in 2000. He is a member of the State Bar of Texas, the Bar of the United States District Court for the Western District of Texas, and of the Fifth Circuit Court of Appeals.

#### **DIRECTOR OF OPERATIONS**

**Steven Whigham** is the Director of Operations and supervises all work under this contract. Mr. Whigham has thirty-five years of experience with the firm and was critical in launching our Fines & Fees division in 2001. He became Director of Client Services in 2004, and in 2008 he became Director of Operations. Mr. Whigham manages all aspects of administration, operations, and compliance of the Fines & Fees Division. Mr. Whigham is the President of the American Collectors Association of Texas. Before becoming its President, he served as Unit Director for the American Collectors Association of Texas. He served on the American Collectors Association International (ACA) Membership Committee, Public Relations Committee, and Legislative Committee.

#### **CLIENT SERVICE MANAGER**

Alicia Worth is the Client Service Manager and Client Service Liaison. She serves as the dedicated internal Client Service Representative for the City. She manages the technical functions of MVBA's telephony technology, client web access, statistical reporting, and data management flow. She assists clients with day-to-day questions and issues. Ms. Worth supervises a staff of five internal Customer Service Representatives and Information Research Specialists. Ms. Worth has fourteen years of experience with the firm.



#### **INTERNAL CLIENT SERIVICES**

**Myssi Dickinson** will be assigned to the City of New Braunfels and will be available to answer any questions, assist with file uploads, and address any needs the City may have.

**Kristen Wallace** is our lead skip tracer, who will oversee skip tracing for the City of New Braunfels. She will research deceased requests and provide all information to the City once a defendant is confirmed deceased or provided a death certificate.

#### **DATA MANAGEMENT**

**Russ Konieczny** is the Data Administration Manager. He coordinates, processes, and manages data files and provides MVBA computer support to clients. Mr. Konieczny has over fifteen years of experience in data file management and collections and has been with the firm for over twelve years. He is a Certified Professional Collections Specialist by ACA International.

**Teresa Gregory** is the Data and Software Associate. She coordinates, processes, and manages data files and provides MVBA computer support to clients. Ms. Gregory has over fourteen years of experience in instruction and data file management and has over twelve years of experience with the firm. She is a Certified Professional Collections Specialist by ACA International.

#### **ACCOUNTING**

**James Mansfield** is the Accounting Manager. He maintains all client funds in the MVBA Trust Account, posts payments to the collection system, and invoices clients for fees due to the firm. He also supervises the work of four associates. Mr. Mansfield has over twelve years of experience with the firm. He is a Certified Professional Collections Specialist by ACA International.

#### **COLLECTION CONTACT CENTER**

Cathleen Smith is the Collections Center Supervisor. Ms. Smith joined MVBA in 2003 and has over twenty-two years of experience in contact center/collections management. She manages the contact center staff in the communications with defendants and monitors collections. Ms. Smith is multi-lingual - speaking five languages fluently, including Spanish. She is a Certified Professional Collections Specialist. Ms. Smith supervises twelve Collection Specialists.



#### PROFESSIONAL COLLECTION STAFF

#### FINES AND FEES STAFFING AND TRAINING

MVBA has forty-nine employees who are directly committed to collecting delinquent fines, fees, and accounts receivable. Forty employees are directly involved in daily managing outstanding cases for the City of New Braunfels Project. This staff comprises a diverse and qualified group of men and women, including bilingual-speaking representatives, enabling our firm to communicate effectively and collect funds from a varied population.

#### **Fines & Fees Personnel Training:**

Personnel training is a crucial component of our collection program. As a member of ACA International: The Association of Credit and Collection Professionals, the organization that provides instruction, seminars, and continuing education on all the governmental regulations related to the collection industry, MVBA staff receives training relative to all aspects of debt collection. The management of MVBA is an active participant in the ACA educational programs and provides continuing education to the collection staff.

All MVBA Collection Personnel are required to obtain and maintain Certification through ACA as Certified Professional Collections Specialists. Our Certified Collection Specialists must maintain a working knowledge of the Fair Debt Collections Practice Act (FDCPA), review and understand the Driver's Privacy Protection Act (DPPA), state law compliance, effective telephone techniques, and client case management. Our management team facilitates this training to provide our clients with the highest competency and consistency possible.

In addition to training in all aspects of State and Federal law regarding debt collections, the following is an example of additional training classes provided to collection specialists:

- Company Policy
- Professional Phone Collection Techniques
- Promises that Pay.
- Effective Leadership
- Collection Software
- Effective Skip Tracing Techniques
- ACH Rules
- Dispute Resolution
- Talk off responses.

Our Team of Certified
Collection Specialists has
collectively over 140 years
collections experience, and
collectively over 60 years
court collection
experience.

**Ongoing Training:** Other collection training includes ACA video training, audio tape library, real-time training with each Collection Specialist, and monthly management meetings, which include orientation, training, and individual collector reviews.



#### **RELATED ISSUES**

#### **ABILITY TO PERFORM**

There has been no occurrence where MVBA has been unable to perform any of its responsibilities in a timely manner or where the performance of those duties was inaccurate or not in accordance with the law. MVBA is capable and ready to continue providing collection operations as outlined in the City's RFP.

#### **NO CONFLICTS OF INTEREST**

*McCreary, Veselka, Bragg & Allen, P. C.* has never represented a party in an adversarial position with any client. The firm knows of no conflicts of interest or potential conflicts of interest that would impede its representation.

#### COMMITMENTS

MVBA commits to continue providing the best delinquent collection program available to the City of New Braunfels, including all of the services outlined in the Request for Proposal (RFP). Our response to the RFP outlines how we provide each of those services. MVBA commits to keeping the City well informed of the collection program's status and our efforts' progress through continuous personal communication and consistent reporting. MVBA is committed to providing additional services at no cost to the City that the City may deem necessary to expedite and enhance the collection program.

#### **DEGREE OF COMPLIANCE**

We intend to respond to all requirements stated in the RFP affirmatively. Accordingly, all services listed and the proposed contract in this proposal are in full accord with the specifications in the RFP. The information in this proposal is a detailed description of our collection program. As technological advancements have become available, we have continually expanded and enhanced our collection program. The results have been outstanding.

#### INDEMNIFICATION AND INSURANCE

**MVBA** shall indemnify and hold the City harmless from and against all liabilities, losses, or costs arising from claims for damages or suits for losses or damages, including reasonable costs and attorney's fees, which may occur 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.

Furthermore, in the event of joint 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. MVBA maintains professional liability insurance for \$2,000,000.

Please see the Certificate of Insurance in the Exhibits of this proposal.

#### **LEGAL SERVICES**

As part of our fee, we provide legal advice to clients on collecting delinquent fines, fees, and accounts receivables. MVBA provides clients with information updates on litigation, attorney general opinions, and legislation concerning all aspects of debt collection, including statutes related to Article 103.0031 of the Texas Code of Criminal Procedure.

#### **FINANCIAL STRENGTH**

McCreary, Veselka, Bragg & Allen, P. C. has existed since 1961 and has the financial strength to commit the resources required to administer an effective debt collection program. You may also contact the following bank officer for comments on our financial stability:

Michael Doss, Executive Vice President, Market President Independent Financial 4420 Sunrise Road Round Rock, Texas 78665 Phone: 512-733-7766

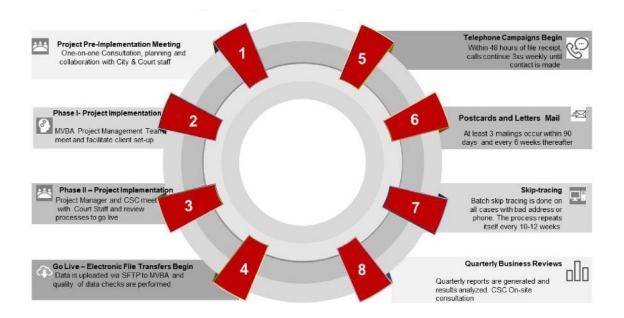
#### DISCLOSURE STATEMENT

No litigation has been filed against MVBA or its owners related to debt collection. MVBA has never been subject to any regulatory censure. MVBA has never filed any litigation against its clients. MVBA has never had any complaints filed against it pursuant to the FDCPA or the FDCRA and has never been sanctioned by the Federal Trade Commission or any other State or Federal Agency.



#### **COLLECTION PROCEDURES**

#### PROJECT WORKPLAN OVERVIEW



- 1 Pre-Implementation Meeting Call (virtual or on-site) with the Client Management Team
- 2 Project Implementation MVBA organizes internal processes, facilitates client setup
- 3 Internal MVBA Project Implementation Meeting with MVBA staff (review of the project)
- 4 Go Live Electronic file transfers, data quality review
- 5 Telephone campaigns begin after 48 hours of file receipt
- 6 Postcards/letters mail (2 mailings in the 1<sup>st</sup> 90 days) and every 75 days after or when a new address is found.
- 7 Skip-tracing both batches and through our dedicated skip-trace department, the process repeats every 10-12 weeks
- 8 Quarterly Business Reviews, CSC on-site consultation



#### COLLECTION PROGRAM HIGHLIGHTS

#### COMPREHENSIVE CASE ANALYSIS

Once the city's cases are uploaded to the MVBA computer system, our staff reviews them critically. We identify defendants requiring immediate attention and devise strategies for appropriate collection procedures. We determine the dollar distribution by year and the status of each case. In turn, you receive an inventory report, ensuring the accuracy of the information in our system.

#### • ELECTRONIC ADDRESS/PHONE NUMBER UPDATING

To ensure that MVBA has the latest address and phone number information for the City of New Braunfels defendants, we process your names, addresses, and phone numbers through various electronic research programs. The electronic data research programs used include Experian, Insight Collect, LexisNexis (Accurint), Choice Point, NCOA, Accumail, and Acollaid. All new information is electronically updated to our computer system and made ready for the collection process.

#### SCHEDULED WRITTEN NOTIFICATION

MVBA mails notices within seven days of receiving your delinquent case information. Subsequent mailings follow a work calendar that we develop with you, but at the minimum as those required and outlined in the City's RFP. Our notices have been proven to increase the number of cases you resolve and your revenues. MVBA's letters are in English and Spanish and comply with federal and state collection laws.

Letters are tailored to the case status of each defendant. They state the event's description, location, date, amount due, telephone contact number, and online payment information. All letters are subject to the City's approval, and MVBA can customize letters for the Court.

#### AUTOMATED TELEPHONE NOTIFICATION

Beyond letters, MVBA uses advanced telephony technology to maximize defendant contact rates and increase your revenues. Defendants are given a toll-free telephone number, connecting them with trained collection specialists. Collection specialists, 90% bi-lingual, also initiate telephone contact with defendants (only between 8 a.m. and 6 p.m., Monday through Friday). Whether answering or initiating calls, MVBA specialists provide the personal contact needed to reinforce the importance of satisfying their commitment to the Court. If telephone numbers are missing or found to be incorrect, they are flagged and transferred to our skip-tracing department.

#### EXPERT, PRODUCTIVE STAFF

When your defendants contact MVBA by telephone or written correspondence, they are answered by our qualified bilingual staff. If a question is beyond the level of our regular team, attorneys are available to speak with the defendant.

Internal review and productivity goals are part of our ongoing expectations for staff. MVBA's floor supervisor routinely audits all collection specialists to ensure compliance with MVBA's collection approach. Coaching or retraining may be undertaken when necessary. In addition, specialists have collection goals. This allows MVBA to evaluate each specialist's collection results and effectiveness.



#### Address Correction for Returned Mail

If mail is undeliverable or returned because an individual has moved, the United States Postal Service electronically transfers information about these events into MVBA's computer system. If the post office provides a new forwarding address, the case is automatically updated and flagged for re-mailing. If not, the case is flagged as receiving returned mail and forwarded to our skiptracing department for more research.

#### Interactive Skip Tracing

Once electronic solutions fail, the City's cases move to MVBA's Skip Tracing Department. Personal intervention is sometimes vital to locating and resolving cases with wrong addresses or unavailable phone numbers. Our staff uses several licensed regional and national databases, including Transunion TLO and LexisNexis, to manually skip trace your cases.

#### Deceased documentation

If we receive notification by family or mail that a defendant is deceased, our skip tracers will research to find either a death certification or obituary to confirm. The Court will receive copies of the death certificate or any other documentation we received regarding the defendant's death.

#### Case Recalling on Demand

The City of New Braunfels may recall cases for any reason. When cases are recalled or canceled, MVBA can produce an electronic notification in report format to the Court to confirm cancellation of accounts.

#### Defendant Payment Options — pay client only

Experience shows that offering defendants various payment options increases your chances of collecting. MVBA notifies the defendant by letter and phone call to pay the amount due directly to the City by cashier's check, money order, and credit card or electronic check if the City can accept that payment method. MVBA directs defendants to the Court or City's payment website or can process the payment on the City's payment website while the defendant is on the phone. MVBA forwards all checks payable to the City and MVBA the next business day but mailed to our office.

#### Defendant Payment Options – MVBA Accepts payments

MVBA understands it will refer all defendants to the Court for payment as stipulated in the City's RFP. However, if the City chooses to change this methodology, MVBA can accept payment on behalf of the Court and does so for 98 percent of all our clients. The more payment options offered, the more excellent the opportunity for cases to be collected. When MVBA accepts payment on your behalf, defendants can pay by MoneyGram, cashier's check, money order, electronic bank draft, or credit card through our 24/7 payment website or by calling <u>our</u> toll-free number to speak with a specialist.











If the defendant chooses to pay online at MVBA's payment portal, they agree to a one-time processing fee before making a payment. This fee is charged on the initial transaction, regardless of the number of online payments made by the defendant.

When MVBA receives payment, we post it to the case and deposit the funds into our trust account. You receive notifications twice daily of payments received. MVBA will remit funds at the frequency the City requires, either by check or ACH deposit, but at the minimum, weekly. You receive a check with a detailed deposit report of payments.

#### Defendant Online Inquiry

Your defendants need to be able to review their case information and payment history. Empowering them with information and convenient payment options is a proven way to collect successfully. In the initial letter received, defendants receive a unique reference number for their case and will be directed to the Court's website when inquiring about their case online.

#### CLIENT WEB ACCESS

With MVBA's *Client Web Access*, you can see what has been accomplished for the City of New Braunfels---at your convenience. Security is guaranteed with your secure login. You can review collection activity, view call center activity, access individual defendant information, send and track messages, and more. The City may have an unlimited number of secure user logins.

#### • COMPLAINT/DISPUTE RESOLUTION

Upon oral or written notification of a complaint/dispute, we immediately suspend all collection activity pending case review. We enter the information into our Professional Practice Management Tracking System and automatically email our management team for prompt review. All notes and collection phone calls are reviewed to determine the validity of the complaint/dispute.

All phone calls to the MVBA call center are recorded. Upon request, MVBA can email the City a call recording in a .wav file or another format. The tracking system monitors and sends automatic reminders to resolve the matter within a prescribed timeframe. If it is not resolved within that time, the system automatically escalates the issue to executive management. This means the City of New Braunfels can be confident that matters are resolved in a timely manner.

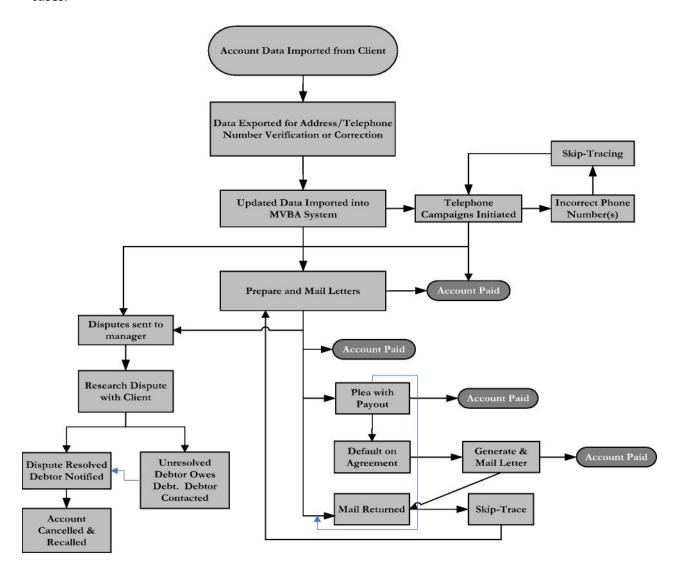
#### • WARRANT RESOLUTION, ROUND-UP, OR AMNESTY PROGRAMS

MVBA assists all clients in warrant round-ups, resolution dockets, or amnesty programs. We mail unique letters and conduct specialized telephone campaigns that increase court collections. These campaigns supplement the efforts of each Court and generate a more significant response. MVBA also mails postcards on cases not yet submitted for collection at no charge to the City.



#### **COLLECTION PROCESS FLOWCHART**

The following flow chart illustrates MVBA's collection methodology in resolving outstanding cases.





#### **DETAILED COLLECTION PROCEDURES**

- 1. MVBA accepts account data in any format. We have specially designed programs that provide the efficient import of data electronically. MVBA loads the data the day it is received. We verify the data obtained with the data loaded into our system. This comparison reduces the opportunity for error at the beginning of the process. A complete inventory of accounts received is then returned to the client for approval. After the client approves the "Inventory Report," letters are generated and mailed within 24 hours of approval.
- 2. Letter processes begin once the delinquent accounts are received and the inventory is approved. MVBA will electronically export the data to our letter vendor, who then processes it through the NCOA and skip-tracing partners. This data is examined for new or more deliverable addresses; this process may provide vital information such as phone numbers, dates of birth, and much more, which will be used to facilitate the collection process further. Our database is then updated electronically with any new changes made by our skip-trace partners.
- 3. We understand that each client may have special circumstances or conditions that require special handling of accounts by our Call Center Specialist. Therefore, each client is reviewed by the specialists before receiving or initiating phone calls. Once this is completed, the accounts are placed in the queue and activated to begin making phone calls to these defendants. Phone contact takes place within 48 hours after the letters are mailed. Specialists also answer inquiry calls and process payments.
- 4. Outbound telephone call campaigns through our advanced telephony technology are initiated to provide a positive incentive to the defendant that payment must be made on the delinquent account. Some of the features of our technology include:
  - **Seamless Dialing** increases Specialists' productivity by up to 400% over manual dialing by allowing Specialists to speak with live contacts virtually continuously. This technology means that the Collection Specialists will only be connected to live persons, bypassing wrong numbers, fax numbers, operator intercepts, and busy signals.
  - **Call Recording, Monitoring, Coaching, and Conferencing** lets our Specialists and management team know what is happening in real-time and record and archive efficiently for future use, training, and review. All calls are recorded, allowing MVBA management to review calls instantaneously.
  - **PC-based telephony** puts our phone functions on the computer screen, allowing for the greatest flexibility.
  - **Call Transfer** allows our Specialists to transfer calls quickly, and the screen pops to any other Specialists logged onto the system to any IVR script or campaign.
  - **Call and Agent Reporting** provides real-time reports by Specialists and campaigns using industry-standard Crystal Reports so adjustments and enhancements can be made.



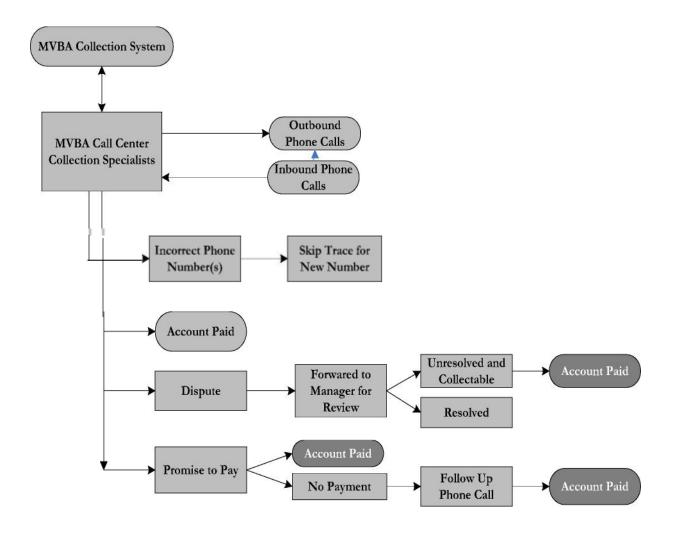
- 5. Our collection software provides our Specialists with all the pertinent data on one screen for efficient reference.
  - **Multiple Simultaneous Campaigns** mean we can run several outbound or inbound campaigns together to maximize the Specialists' strengths and optimize the line usage.
  - **Administrator Features** allow users to set up collector logins and security rights, manage campaigns, change line allocation to maximize line usage, perform offline reporting, and more.
  - **Real-Time Collection Software Updates** allow for immediate cancellation of paid or recalled cases out of the dialer and prevent any unwarranted phone calls to a defendant who has spent the account.
  - **Immediate Screen Pop** provides the defendant's name, address, phone number, and collection account information when contact is made. In addition, the customized work plan for each court also pops up in any given individual's case. This allows the Specialists to begin the collection process promptly.
- 6. Once contact has been made with a defendant, our Specialists verify the name, address, telephone number, and relevant information regarding the account. Any changes that need to be made are done at this time. The Specialists then follow a talk which asks the defendant to make immediate payment in full. The specialist is trained to listen, be persuasive, courteous, and empathize with the defendants. Specialists are trained to assist defendants in seeking sources for payment. If the defendant claims they do not have the means to pay or claim to be indigent, they are referred to the Court for other options to help dispose of their case. We have found this approach to be very effective in collecting delinquent cases.
- 7. Our Specialists understand payment agreements and promise to pay on an account. The collection software used by MVBA can input and track postdated payments, payment agreements, and promises to pay on a given date for defendants who cannot pay on the initial phone call. As the promised payment date approaches, our collection software monitors the event and prompts the collector to follow up on the account to confirm that payment will be made.
- 8. Accounts are placed in various sections for quick retrieval and follow-up by the specialist. For example, A defendant who states that a money order or cashier's check is being mailed is placed into a "Hot" section for quick follow-up, whereas the "Night Call" section tracks defendants that are deemed to be more reachable in the evening hours (following all Federal and State laws).
- 9. MVBA's accounting department posts and accounts for all monies received by our office and produces reports daily, which are delivered by email to the appropriate client. This department also produces checks payable to the client weekly with a message that details the defendant's name, account number, date of payment, the amount paid, and an invoice for MVBA's fee. Should MVBA receive a payment for a Pay to Court only client, we forward the negotiable instrument to the client immediately, or if the City prefers, we can ACH funds from our Iolta account directly to the City's allocated depository the same day.



- 10. In the event a contact is <u>not</u> made, one of the following will occur depending on circumstances:
  - > Answering machine: The Specialist will leave a message requesting a return phone call. The account is coded as leaving a message, and a dated callback reminder is entered into the system.
  - > No answer: The Specialists will code the account as no answer, and a dated callback reminder is entered into the system.
  - > Busy: The Call Center System will automatically call this number back within set intervals designed by our firm. The account is coded as being busy.
  - > Disconnected Number: The phone number is coded as disconnected. If another number is available, the following number will be called. If no number exists, the account will be forwarded to our skip-tracing department for further research.
  - > Wrong Number: The phone number is coded as wrong, and the following number is tried. If no number is available, the account is sent to our skip-tracing department for further research.
- 11. Return mail is processed electronically, and the account is updated. The system codes these accounts as undeliverable and then forwards them to our skip-tracing department for further research.
- 12. Skip-tracing is an integral part of our collection process. We take the unreachable account, begin batch processing, and manually research the defendant. Once the defendant is found, the new data is automatically documented in the system. A new address will trigger the account to get a new letter, and a unique phone number will activate the account to be placed back into the dialer campaign.
- 13. Personnel training is a crucial component of our collection program. Our Collection Specialists must know the Fair Debt Collections Practice Act (FDCPA), State law compliance, effective telephone techniques, and client account management. Our management team facilitates this training to provide our clients with the highest level of competency and consistency. All MVBA Collection Specialists and administrative staff must maintain certification through American Collectors Association International as a Certified Collection Specialist.
- 14. Internal review and productivity goals are another facet of our program. The MVBA floor supervisor routinely audits the specialist's accounts and recorded calls to ensure proper procedures are followed and that the defendant is treated fairly. If the specialist does not follow MVBA's collection methodology, the specialist is immediately retrained and coached to comply with our collection approach. We also set collection goals for each specialist, allowing management to evaluate each specialist's effectiveness.



#### FINES AND FEES CONTACT CENTER FLOWCHART





#### ADDRESS RESEARCH AND SKIP-TRACING

#### **Address Research**

- Cases may be delinquent because the defendant's address is not current. A successful debt collection program requires an exhaustive address research effort. Many delinquent cases are collected when proper attention is given to finding the correct address of a defendant. Upon receipt of delinquent case files, MVBA identifies cases with multiple offenses and links any other outstanding cases within our database.
- Upon receipt of a file of delinquent cases/accounts, MVBA processes the defendants' names through various electronic data research programs to obtain the latest address information.
- A case with an incorrect address is identified on our computer record so that it will receive special attention.
- Through these sources of information, MVBA is very successful in locating the correct addresses of defendants and obtaining payment. Skip tracing is initiated on returned notices using licensed Internet Search Engines to get Social Security Numbers, Driver's License Numbers, phone numbers, and other pertinent information to locate defendants.

#### Skip-tracing

Skip tracing is one of the most essential tools used to ensure successful recoveries. Cases are worked through an automated skip trace "waterfall" process. In the waterfall process, cases flow through a progressive series of pre-qualified steps to determine the best address and phone number to contact the defendant. In addition, MVBA has a staff of five Information Specialists dedicated solely to locating defendants where electronic tools have failed to yield a good address. All new information is immediately "attached" to the account via a "back screen." Our collectors have a "hot key" so that all skip trace updates are a keystroke away. Information updates include the address and owner of each phone number supplied by the City. Telephone numbers and owners associated with each address, names, addresses, and phone numbers for nearby; and names, addresses, and phone numbers for "surname" matches by region. Thorough skip tracing can identify defendants who are deceased or currently incarcerated. Any information found will always be sent to the Court for review.

MVBA uses numerous licensed information sources. Those used include Lexus Nexus, IDI Core, Accumail, Choice Point, National Change of Address database, and Credit Bureau headers.



#### **DEFENDANT NOTIFICATION**

#### WRITTEN NOTIFICATION

- Written notices, duplexed in English and Spanish, are mailed to the defendant informing them that McCreary, Veselka, Bragg & Allen, P. C., Attorneys at Law, has been retained to collect the debts listed, apprise the defendant of their obligation, and provide information for making payment.
- Written notices contain a unique reference number, and defendants can go to MVBA's 24/7 website to make inquiries and are directed to the Court's website for payment options.
- MVBA monitors delinquent notices to ensure the Post Office can deliver them. It also conducts additional research on returned mail, and new notices are promptly sent when new addresses are located.

Please see the exhibits for sample collection letters and the telephone scripts used by MVBA. Letters are available to the Judge/Court for inspection and approval before implementation. MVBA can customize these letters.

#### **TELEPHONE NOTIFICATION**

- MVBA's computerized Call Center enables our trained professional staff to contact defendants through our predictive dialer. Utilizing this technology, our call specialists can increase actual contacts by up to 400%, increasing case resolution and revenue for our clients.
- MVBA provides a toll-free phone number to the defendants who seek additional information or instructions on how to make payments.
- The call center operates Monday through Friday from 8 a.m. to 6 p.m. MVBA provides bilingual collection specialists.
- When a new telephone number is identified, it is immediately placed back into the computer queue and added to the dialer campaign schedule.
- MVBA sends text messages to verified cell phone numbers. Each text notifies the defendant of one of their citations and tells them how to contact us to resolve it. We also provide an option to opt out of any further text messages.
- MVBA's Latitude software automatically monitors all accounts for current activity, maintains appropriate collection activity files, and systematically follows up on unpaid accounts.



#### RESPONDING TO DEFENDANT INQUIRIES

Letters always result in numerous phone calls from the defendant. MVBA provides a toll-free number for the defendant to use. MVBA staff members will answer the defendant's telephone calls and respond to the most common questions and concerns. Attorneys can ask any defendant questions beyond our professional staff's experience or knowledge level.

Defendant case disputes shall abide by your court policy. MVBA provides defendants with the firm's address and toll-free phone number, enabling them to contact us to discuss the notice. Each defendant is treated with respect and courtesy. The defendant is asked to provide proof when they state that they have paid or made restitution for an offense. Files with a "dispute status" are noted, and the defendant can provide the information. Written correspondence relating to a dispute is forwarded to the Court for their records. In some cases, additional information may be asked for to provide the defendant.

Should the City remove the balance due from the case, the information will be posted to the computer file, and the case will be closed in our system. No fees are owed to MVBA in cases where money has not been collected. Persons who indicate they are indigent are referred to the Court for community service or other court-ordered means for clearance.

All disputes regarding utility accounts strictly adhere to all Federal and State debt collection laws, including but not limited to the Fair Debt Collection Practices Act (FDCPA) and the Driver's Privacy Protection Act (DPPA). While administering an effective, aggressive collection program, the firm's philosophy is predicated on ensuring that each defendant is treated courteously and respectfully. Every call and letter will be answered. All help and assistance, **short of legal advice**, will be provided. Collections are the primary goal of our efforts. Still, good relations with defendants are essential to enhancing your collections and creating a spirit of mutual respect and cooperation between the public and the City.

#### **COMPLAINT RESOLUTION**

MVBA understands that exceptional service applies to the defendants much as to the City. In the rare instance that a complaint is received regarding our collection activity, MVBA will immediately suspend all collection activity and present the account to management for review. The complaint will be appropriately logged and entered into our Professional Practice Management System (PPMS). The pertinent activity reports, letters, and collector notes will also be attached to the database log as part of the City complaint file. Senior management is responsible for any complaint received, whether such complaint is valid or not, and will follow through with the City to ensure that the matter is resolved to both the City's and the defendant's satisfaction, using written and verbal communications.

Every phone call into or outbound at the MVBA Call Center is recorded. This is part of our ongoing commitment to transparency. Should the City request a call recording, we can provide you a copy of the recording almost instantaneously.



#### NON-ENGLISH-SPEAKING DEFENDANTS

Defendants who do not speak or understand English will be assisted by a staff member who is fluent in Spanish. MVBA's call center is ninety percent (90%) bi-lingual. Our Call Center Supervisor, Cathleen Smith, is multi-lingual, speaking five languages, including Spanish. In addition, MVBA employs bi-lingual (Spanish) attorneys, client service coordinators, and administrative staff. This ensures there are no language barriers when communicating with MVBA. MVBA's staff in Round Rock has sixteen who are fluent in English and Spanish.

#### SAMPLE CORRESPONDENCE

Letters and postcards are mailed on the law firm's letterhead and are designed to grab attention immediately. All collection letters are duplex, with English on the front and Spanish on the back. Letters are subject to the approval of the Court.

#### Delinquent notices:

- Identify the client with whom the defendant has an outstanding offense or account.
- Inform the defendant that their matter has been referred to our law firm pursuant to Article 103.003 of the Criminal Code of Procedure (only in court cases)
- List all outstanding cases, the nature of each offense or outstanding receivable, the amount due, and the total amount due.
- Please provide information on how to contact the firm with questions via our toll-free number.
- Provide information on how to make payment.
- Provide MVBA hours of operation.

Please see the Exhibits of this proposal for sample letters. Letters are subject to the court's approval. MVBA can customize letters to meet each client's specific needs.

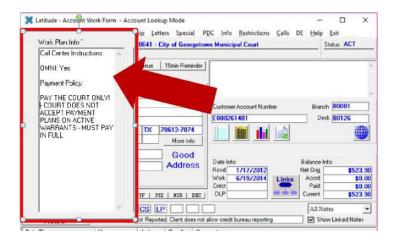


#### SAMPLE PHONE SCRIPTS

While phone scripts help standardize the approach of verifying information and following regulatory guidelines, our philosophy is predicated on coaching the defendant in finding the means to resolve their outstanding case with the City. Our Collection Specialists receive extensive training to help defendants resolve their pending cases. All courts have different policies and procedures, and MVBA has quality control checks that ensure we act as an arm of the Court and communicate each Court's specific instructions.

Upon implementing our services, your MVBA Client Services Manager consults with Court staff and creates a customized work plan based on the Court's policies and preferences. This information is carefully documented and reviewed with our Collection Specialists *before* initiating phone calls. When our Collection Specialists receive an inbound call or start an outbound call, the defendant case information pops up on their screen. The specific Court's work plan and all the pertinent data regarding the delinquent case appear on the screen. This ensures that our Collection Specialists always provide defendants with correct information on their options to resolve their cases.

Below is an example of one Court's work plan and what appears on the Collection Specialist's screen. The Collections Specialists' work plan includes as much information as the client requires. The Collection Specialist relays this information to the defendant and then provides the telephone number and website information of the Court should they accept payment online. MVBA Specialists can also process payment on behalf of the defendant on the Court's payment website while the defendant is on the phone.





#### **COLLECTION REPORTING**

#### AUDIT AND COOPERATIVE EFFORT

It is agreed that should MVBA be awarded this contract, we shall maintain and make available for inspection, audit, or reproduction by authorized representatives of the City or an external auditor representing the City the books, documents, and other relevant information about the collections carried out for the City and the expenses of this contract. MVBA will respond immediately to any auditor inquiries.

MVBA provides the City with multiple reports to monitor the progress of the collections program and can provide these reports as frequently as the City requires. Your MVBA Project Manager works closely with you to determine what reports are most meaningful to you and the frequency with which they are provided. We are committed to open communication and collaboration to and from our organizations to ensure all the City's reporting needs are met at the frequency the City requires.

#### REPORTING OF COLLECTION RESULTS

MVBA provides several reports that document our collection results. These reports are automatically generated and sent to the City at the frequency the City requests, but at the minimum, quarterly. These Reports, called *Stat Reports*, include the current fiscal year's activity and prior fiscal years' activities. They also document cases by status and by activity. They can also be run for any specific timeframe the City requests. They document:

- Number Cases Placed
- Total Dollars Placed
- Number of Cases with Partial Payment
- Dollars of Partial Payments Reported
- Cases Paid in Full
- Dollars Paid in Full
- Number of Cases Cancelled by the Court
- Dollars Cancelled by the Court
- Total Number of Cases Resolved
- Total Dollar Amount Resolved
- Number of Cases still in the collection
- Dollars Still in Collection
- Number Letters Mailed
- Number Postcards Mailed



#### **COLLECTION ACTIVITY REPORTS**

#### **Fiscal Years to date**

FY: October - September	FY 2018 and Prior	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Total	%
Cases Placed	129,909	4,886	4,779	5,449	4,038	2,697	151,758	
Dollars Placed	\$39,463,875.75	\$1,919,025.03	\$1,840,066.17	\$2,164,537.93	\$1,600,369.00	\$1,066,806.96	\$48,054,680.84	
Cases With Partial Payment	1,408	64	95	91	151	173	1,982	
Partial Payments Reported	\$137,778.03	\$7,821.55	\$11,912.80	\$15,016.88	\$33,190.91	\$31,877.32	\$237,597.49	
Cases Paid in Full	31,876	3,195	1,768	2,046	2,102	1,483	42,470	27.99%
Dollars Paid in Full	\$7,717,991.90	\$719,373.45	\$522,607.76	\$639,550.41	\$684,318.95	\$459,596.05	\$10,743,438.52	22.36%
Cases Cancelled By Court	38,634	5,285	2,305	3,259	3,557	1,906	54,946	36.21%
Dollars Cancelled By Court	\$12,058,039.15	\$1,921,173.35	\$741,349.50	\$941,608.98	\$1,179,696.73	\$694,586.34	\$17,536,454.05	36.49%
Cases Resolved	81,184	7,857	4,071	5,307	5,659	3,387	107,465	70.81%
Dollars Resolved	\$24,891,201.93	\$2,776,273.80	\$1,363,397.43	\$1,680,882.08	\$1,977,921.68	\$1,256,359.29	\$33,946,036.21	70.64%
Cases Still in Collection							44,290	29.18%
Dollars Still in Collection							\$14,107,622.83	29.36%

#### **Current Fiscal Year**

For Fiscal Year 2023	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Cases Placed	629	951	728	389
Dollars Placed	\$250,115.00	\$375,153.29	\$287,104.61	\$154,434.06
Cases With Partial Payment	20	29	60	95
Partial Payments Reported	\$2,070.94	\$4,064.36	\$11,627.13	\$14,114.89
Cases Paid in Full	346	425	457	254
Dollars Paid in Full	\$95,651.35	\$124,698.53	\$122,427.59	\$68,147.98
Cases Cancelled By Court	741	407	459	299
Dollars Cancelled By Court	\$248,609.72	\$144,220.60	\$181,201.07	\$120,554.95
Cases Resolved	1,087	831	916	553
Dollars Resolved	\$378,991.12	\$304,443.10	\$355,546.63	\$217,378.44



#### **Current Fiscal Year Communication**

For Fiscal Year 2023	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Number of Postcards Mailed	678	1,007	616	362
Number of Letters Mailed	6,195	10,324	14,657	5,982
Number of Calls Made	16,505	15,476	10,658	8,220
Number of Calls Received	439	529	572	462
Number of Text Messages Requested	26,848	43,737	52,076	34,344

#### **Activity Report**

Phones	Number of Accounts	Amount Due
Accounts with at least one Good Phone	31,300	9,516,171.56
Accounts with no phone or only Bad Phones	11,519	3,684,099.68
Total	42,819	13,200,271.24

Addresses	Number of Accounts	Amount Due
Good Address	23,378	7,301,944.98
Bad/Incomplete Address	56	17,598.66
Bad/Returned Address	8,078	2,680,718.04
Outside of Texas Address	11,307	3,200,009.56
Total	42,819	13,200,271.24

Age of Offense	Number of Accounts	Amount Due
Less Than a Year	1,263	480,335.79
One To Three Years	3,942	1,541,181.99
Three To Five Years	3,856	1,454,346.49
More Than Five Years	33,754	9,723,663.47
No Offense Date Provided	4	743.50
Total	42,819	13,200,271.24

Age at time of Placement	Number of Accounts	Amount Due
Less Than a Year	24,342	8,606,354.72
One To Three Years	4,804	1,393,726.33
Three To Five Years	2,976	788,299.19
More Than Five Years	10,693	2,411,147.50
No Offense Date Provided	4	743.50
Total	42,819	13,200,271.24



#### MANAGEMENT REPORTS

Standardized reports are available to the City and automatically generated and delivered by our Data Processing, Accounting, and Client Services Departments. In addition, MVBA provides you *Client Web Access* to view your cases and allows city staff to view all collection activity for a defendant. We aim to maintain as much transparency as possible, enabling our clients to audit our efforts at their convenience. Listed below are some of the reports available to you.

#### **Acknowledgment Report**

MVBA's Acknowledgement report is sent to the client within seven days of receiving new cases in our system. This provides the client an opportunity to verify that MVBA received the cases that were intended to be sent.

#### **Transaction History Report**

MVBA Transaction History Report is used to notify the clients daily of payments taken at MVBA. The report provides the defendant's name, payment amount, current balance, date paid, and case status. The transaction report is faxed or emailed daily, with all payments received or posted daily.

#### **Collection Activity Report**

MVBA Collection activity report summarizes letters mailed. Phone calls, cases referred to collections, and the number and amount paid. The report further provides the number and dollar amount of the cases canceled/recalled and the total number and dollar amount of cases resolved. This report is broken down by year and quarter and also for the life of the contract and is emailed to our clients quarterly.

#### Invoice

MVBA's invoice provides a detailed list of cases paid to the Court and MVBA. Each payment is itemized and includes the defendant's name, client number, date paid, date the payment was posted, money paid to each party, and the corresponding fee and current balance. On Monday, the invoice is created and sent to the client with a check (ACH available).

#### Statement

This is a monthly listing of all invoices submitted, reflecting the total collections for the month and the total fees due that MVBA shows as open and ready to be paid by the client.

#### FLEXIBILITY IN REPORTING NEEDS

MVBA can generate virtually any type of report that the City requires. Reports are customized based on a client's particular data element specifications at the frequency required by each client.

#### **CITY STAFF INVOLVEMENT**

All collection work is performed by MVBA staff. The primary responsibilities of city staff are to electronically transfer new submissions and payment reports. However, if the City wishes, MVBA will manage these tasks with our qualified client service representatives, who will run these exports on behalf of our clients on-site or remotely, receipt monies collected, payment of invoices, and respond to MVBA when a dispute arises. The level of involvement beyond these tasks mentioned above is at the sole discretion of the City.



# FIRM EXPERIENCE COURT COLLECTION EXPERIENCE

#### **BACKGROUND**

McCreary, Veselka, Bragg & Allen P.C., Attorneys at Law, has over 61 years of experience collecting government receivables utilizing one of the nation's most technologically advanced debt collection programs. While our collection efforts extend beyond Texas, including all 50 States and US Territories, Canada, and Mexico, we are Texas-based and focus on providing collection services to Texas governmental entities. We believe in providing excellent customer service, which means responding to our client's needs promptly while at the same time focusing on producing results. During our decades of providing stellar service, we have designed and implemented collection programs that increase our clients' revenues while optimizing their resources. The firm presently represents over eight hundred local governments in collecting delinquent debt. Many of these clients have been with us for over thirty years. All work for fines and fee collections is done at our home office at 700 Jeffrey Way, Suite 100, Round Rock, Texas 78665.

MVBA understands that the city is seeking a complete municipal collection solution that will help you achieve your highest priority objectives. MVBA has successfully represented the City of New Braunfels in collecting delinquent court and utility cases since 2005. We know your community and are dedicated to serving the City and its citizens with integrity. When utilizing our services, the City reduces governmental expense, increases public awareness, increases case closure rates, provides additional revenue, and increases court efficiencies. MVBA knows that not all clients are alike, and not all courts are alike. MVBA customizes our program based on the unique needs of each Court. We emulate your Court's policies and procedures and become an arm of the Court as your "virtual clerk." We are committed to helping you resolve and collect your delinquent cases with a consistent, practical approach throughout our working relationship. MVBA is committed to extending additional services at no cost to increase efficiencies and reduce costs as the City deems necessary.

MVBA has collected delinquent court fines, fees, and costs for over 19 years. We began working for Texas municipal and justice courts after the original change to Section 103.0031, Texas Code of Criminal Procedure, was passed by the Texas Legislature in 2001. We focus on serving municipal, justice, and county courts in Texas. Since the program's inception, MVBA has expanded the collection of delinquent court fines, fees, and costs to 359 Texas courts, including 208 municipal courts and 151 district, county, and justice courts.

Because we represent courts across Texas, including the Justice of the Peace courts in Comal County, Hays County, and Guadalupe County, we may already have current information on a defendant with outstanding court fines and fees in multiple jurisdictions. We view this as a tremendous advantage to the City.



To keep abreast of issues of concerns for our clients, MVBA is a member and supports numerous municipal and county associations, including:

- Texas Municipal League (TML)
- Texas Municipal Courts Association
- Texas Court Clerks Association
- Texas Marshals Association
- Government Finance Officers of Texas
- Texas City Management Association
- Texas Justice of the Peace and Constable Association
- Various other municipal and county government associations.

MVBA is a long-standing member of ACA International, which provides instruction, seminars, and continuing education on all the governmental regulations related to the collection industry. MVBA staff receives training that is relative to all aspects of debt collection. Personnel training is a crucial component of our collection program. All MVBA collection personnel must obtain and maintain Certification through the American Collectors Association International (ACA) as a Certified Professional Collections Specialist. The management of MVBA is an active participant in the ACA educational programs and provides continuing education to the collection staff. Our Certified Collection Specialists and internal operations and administrative staff are required to maintain a working knowledge of all Texas State and United States Federal laws regarding debt collections, including but not limited to the Fair Debt Collections Practice Act (FDCPA), the Driver's Privacy Protection Act (DPPA), the Fair Credit Reporting Act (FCRA), and State law compliance.

We conduct license reviews through Cornerstone Support in Georgia and maintain licenses in the states requiring a law firm to be licensed to perform consumer-related collection activities. We believe our collection record reveals our strong capability to collect delinquent cases in and outside the State of Texas. MVBA has the Third-Party Collector bond required by Texas law (Sec. 392.101, Texas Finance Code) to do business as a collection agency.

#### Please see the Exhibits for a copy of the Bond.

All personnel are well-versed in court terminology and court processes. Management and Client Service Coordinators (CSCs) attend legislative updates through various Texas Associations to stay abreast of all legislation pertaining to municipal court collections and the Texas Code of Criminal Procedure Chapter 103. One CSC is a former chief justice clerk of fifteen years and taught for the Texas Justice Court Training Center. Two CSCs are former City Marshals with collectively over 30 years of experience in city policy and court collection experience.

MVBA understands the importance and complexities of collecting delinquent court fines and fees. We have consistently recognized our clients' commitment to honor and uphold the judiciary. Considering the recent Department of Justice Opinion and changes in current



legislation, while revenue is a component of the collection process, we are committed to supporting our clients in upholding defendants' Constitutional rights, and all defendants are, and always have been, directed to exercise their right to appear before the Court.

#### **CONTRACTOR RESPONSIBILITIES**

MVBA is well versed in court terminology and is familiar with the legal distinctions of each type of case coming from the Court's delinquent case files and submitted to MVBA. MVBA guarantees it will adhere to the specifications and Scope of Services outlined in the City's Request for Proposal and take no exception to the requirements described in this solicitation.

#### PROJECT MANAGEMENT PLAN

The MVBA team has gained wisdom from implementing solutions for hundreds of Texas clients like New Braunfels Municipal Court. After contract execution, the City was assigned a qualified and effective Project Management Team. MVBA implements our program within thirty days upon contract receipt, provided the City and Court are ready to begin implementation. MVBA receives files electronically and processes these account files within 24 hours of receipt.

Goals and timelines were established after a thorough pre-implementation meeting with MVBA and City staff. Your MVBA Project Manager organizes internal processes within MVBA to accommodate the City's timelines, guidelines, and procedures. Your MVBA Project Manager ensures your needs are considered every step of the way, from project implementation to the execution of the contract.

#### These steps include:

- Project planning and implementation meeting
- MVBA facilitation; internal set-up of the secure FTP set-up
- Review of the City of New Braunfels's work plan with MVBA staff
- Collaboration with City software vendor, testing
- Electronic File Transfer
- End-user training and tips on how to manage and transfer files.
- Providing and reviewing with you a comprehensive procedures manual
- Ensuring your staff is comfortable and ready to begin the program.
- Ongoing on-site consultation and reporting (monthly, quarterly, as frequently as needed)



#### PROJECT IMPLEMENTATION

We strive to simplify the set-up process for our clients with hands-on support every step of the way. Our simple process allows your team to focus on what matters most while getting all the help you could ask for from our expert personnel. While a lot of work is going on in the background, we've drilled our onboarding process down to three easy steps to make our clients' onboarding experience quick and easy.

#### 1. KICK-OFF AND INTRODUCTION CALL

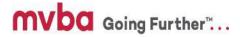
Our experienced Client Service Team reaches out shortly after contract signing to schedule an initial onboarding call. During this time, we gather all relevant information. You can ask questions, provide valuable information on your existing process, schedule your Implementation Meeting, and be assigned a Client Service Coordinator. You will also be offered the option to choose the most convenient method of completing your Implementation Meeting — virtually or on-site in your City.

#### 2. IMPLEMENTATION MEETING

Once you've scheduled your Implementation Meeting, you will receive a checklist of items to prepare for and login IDs and passwords for logging into our SFTP servers and Client Web Access. Your Implementation Meeting is all about customizing the perfect process for you, helping you understand the software use, reviewing user guides and support tools, and ensuring that your team is completely comfortable using the systems we provide to streamline communications and reporting. Then, once ready, MVBA offers assistance transferring files remotely or through your on-site Client Service Coordinator.

#### 3. REPORTING, REVIEWS, AND PERFORMANCE MANAGEMENT

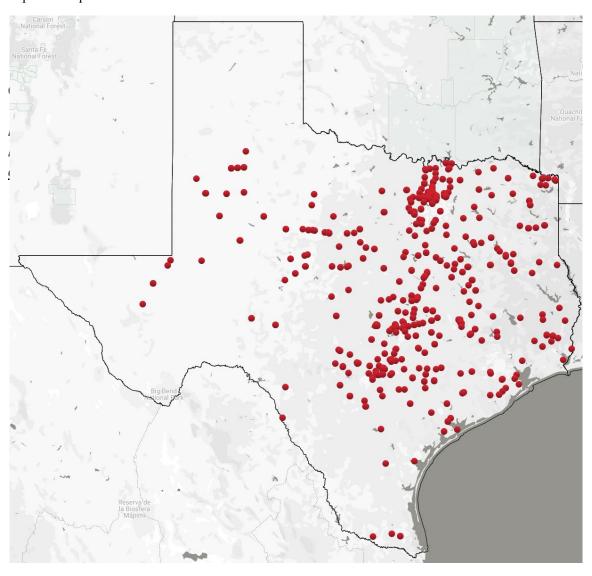
After file transmission, you're live and ready to go! Your dedicated Project Management Team provides ongoing support and resources to maximize the tools provided, generate reports, and assist with day-to-day issues and questions. Along with the quarterly reports provided, your Project Manager and CSC will create a schedule at your discretion (monthly, quarterly, or semi-annually) to review performance, exchange ideas, and gain feedback.



#### **TEXAS COURT COLLECTION EXPERIENCE**

#### **TEXAS COURT REPRESENTATION – AT A GLANCE**

Since 2001, our expertise in assisting Texas courts in resolving outstanding fines, fees, and costs is unmatched in the industry. This is evident with our representation of over 359 courts in Texas, including 208 municipal courts and 151 county and justice courts. The map below depicts our presentation of these courts across Texas.



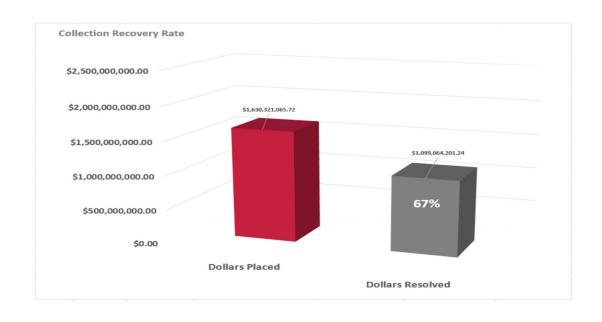


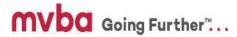
#### **COMPARABLE STATISTICS – MUNICIPAL COURTS**

Client	Dollars Placed	Dollars Paid	Dollars Resolved
City of San Angelo Municipal Court	\$48,012,031	\$17,793,197	\$33,882,733
City of Waco Municipal Court	\$44,979,585	\$8,417,452	\$27,510,648
City of Conroe Municipal Court	\$43,487,629	\$13,680,878	\$34,326,837
City of Temple Municipal Court	\$39,100,332	\$10,705,456	\$25,725,422
City of Abilene Municipal Court	\$35,869,253	\$9,775,172	\$21,361,631
City of Bryan Municipal Court	\$27,962,394	\$6,996,826	\$20,343,154
City of Lewisville Municipal Court	\$26,369,711	\$9,719,733	\$19,199,572
City of Port Arthur Municipal Court	\$24,147,982	\$3,253,448	\$15,757,187
City of Duncanville Municipal Court	\$18,928,297	\$3,127,163	\$12,836,080
City of Forest Hill Municipal Court	\$18,642,274	\$3,923,669	\$14,598,788
City of Victoria Municipal Court	\$17,100,902	\$4,149,800	\$10,204,952
City of Round Rock Municipal Court	\$17,044,303	\$5,353,521	\$10,984,850

#### **PERFORMANCE**

Since the program's inception in 2003, MVBA has resolved over sixty-seven percent (67%) of our clients' submission dollars.





#### REFERENCES

#### **CLIENT: City of Round Rock Municipal Court**

LOCATION: 301 W Bagdad, Round Rock TX 78665

CONTACT PERSON AND TITLE: Christine Valdovino/Court Administrator

TELEPHONE NUMBER: 972-780-5017 fax 972-780-5077

EMAIL: cvaldovino@roundrocktexas.gov

SCOPE OF SERVICES: Collection of delinquent court fines & fees, warrant round-up services

CONTRACT PERIOD: 3/1/13 to present

#### **CLIENT: City of Port Arthur Municipal Court**

LOCATION: PO Box 1089 Port Arthur, TX 77641

CONTACT PERSON AND TITLE: Andetria Jones/Court administrator

TELEPHONE NUMBER: 409-983-8686 EMAIL: andetria.jones@portarthurtx.gov

SCOPE OF SERVICES: Collection of delinquent court fines & fees, warrant round-up services

CONTRACT PERIOD: 8/27/15 to present

#### **CLIENT: City of Leander Municipal Court**

LOCATION: PO Box 319 Leander, TX 78646

CONTACT PERSON AND TITLE: Barbara Shannon/Court Administrator

TELEPHONE NUMBER: 512-259-1239- fax 512- 528-2713

EMAIL: barbara@leandertx.gov

SCOPE OF SERVICES: Collection of delinquent court fines & fees, warrant round-up services,

scofflaw processing

CONTRACT PERIOD: 5/21/2009 to present

#### **CLIENT: City of Bryan Municipal Court**

LOCATION: PO Box 1000, Bryan TX 77805

CONTACT PERSON AND TITLE: Chad Eixmann/Court Administrator

TELEPHONE NUMBER: 979-209-5400 fax 979-731-1760

EMAIL: ceixmann@bryantx.gov

SCOPE OF SERVICES: Collection of delinquent court fines & fees, GIS mapping, warrant round-

up services

CONTRACT PERIOD: 7/1/2007 to present

#### **CLIENT: City of Cedar Hill Municipal Court**

LOCATION: 285 Uptown Blvd.

CONTACT PERSON AND TITLE: Bobbie Spence/Court Administrator

TELEPHONE NUMBER: (469) 272-2930 ext 1046

EMAIL: bobbie.spence@cedarhilltx.com

SCOPE OF SERVICES: Collection of delinquent court fines & fees, warrant round-up services, GIS

mapping

CONTRACT PERIOD: 3/28/08 to present



#### **TECHNOLOGY AND SYSTEMS**

#### **COMPUTER NETWORK**

MVBA has the most advanced hardware and software in a Debt Collection Program. Our computing environment combines Windows 11 Enterprise and Windows 10 Professional PC operating systems. We are transitioning towards exclusively using Windows 11 Enterprise, with the phase-out of Windows 10 Professional targeted for completion by the first quarter of 2024. The server infrastructure is built on VMware vSphere hypervisors, which host a fleet of robustly secured Windows Server 2019 virtual machines. There is comprehensive segmentation both within and across these two platforms, ensuring optimal performance and security.

MVBA uses a national debt collection software package customized to MVBA specifications to receive, data mine, process, and disseminate the information provided by clients in various letters, reports, legal proceedings, and electronic mediums. MVBA software interfaces with Incode Software.

Our computer resources enhance communications with clients through the Internet or modem. Email or SFTP is the preferred delivery method for data transfer. MVBA's secure network allows clients to send and receive information as frequently as they desire.

**Software**: Latitude Software is an advanced collection management system developed based on today's standards in information technology. It delivers powerful features and functions standard in an actual Windows environment.

Latitude Software includes an intuitive, easy-to-use GUI interface that allows you to perform cross queries by client/product/date received ranges/pay date ranges/work date ranges/excellent & bad addresses/best time to contact ranges/balance ranges/collector queues/etc. Once the City criteria are isolated, we can move/export/ document /etc. The City's cases, managing the City's inventory. The Latitude Collection System provides the flexibility necessary to serve our government client base.

Data security is maintained by defining what features employees see and how they use them. The user specifies how long a case is active, the frequency of contacts, how and when they must pay, and when they are purged. Client billing, payment, and reporting cycles are established client-by-client.

**Real-time Changes and Status Reports:** We can immediately change cases and view status reports. This allows us to maintain accurate records and alerts us to any needed changes to the collection program. For example, when a case is paid online, or the City notifies us that a case has been paid, the case is immediately updated and removed from collection activity, including a dialer campaign.



**IT Staff**: MVBA has two full-time network administrators, one dedicated Fines and Fees Systems Analyst, two data information managers, six programmers on staff, and our collection software vendor to analyze and implement enhancements to our collection program.

**Hardware:** The IT staff at MVBA employs the latest technology for their networking and storage architecture. The computers and servers in the central Round Rock office run over gigabit ethernet via DELL switches. Our branch offices and disaster recovery site are networked to the primary office via secure IPSEC VPN to VPN connections over a 2xT1 WAN link using Cisco PIX firewalls. References to the internet at the Round Rock office are filtered using a Cymphonix Composer firewall device that allows the network administrators to filter web content, prioritize bandwidth, control applications for faster performance, monitor user activity, and stop internet threats.

MVBA runs MS Windows Server 2019 on all production servers in a virtualized environment utilizing an EMC Clariion CX310 processor and SAN with 2 Terabytes RAID 5 and 1/0 storage. VMWare ESX server software runs the virtual servers on three DELL PowerEdge 2950 servers; each has 12 GB of RAM and two quad-core Xeon 2.66 GHz processors. The PowerEdge servers are connected to the SAN via redundant Brocade switches. The configuration of these servers provides complete failover in the event of a hardware failure; virtual servers will "migrate" to one of the other servers with absolutely no downtime or interruption to the users connected and zero data loss. The virtualized environment runs on a fiber optic backbone running at 2 GB. Critical data is mirrored/replicated using EMC RepliStor over the internet WAN link to our disaster recovery site so that data will not be lost. In the event of a complete crash of the collections data server, we can fail-over to a "mirrored" server at the disaster recovery site in less than 10 minutes with no data loss. Data is also backed-up throughout the day to tape and carried off-site to a secure location each day. The IT staff is on-site from 8 to 5, Monday through Friday, except for holidays. However, our servers are monitored 24/7 for security breaches and potential problems.

#### **ELECTRONIC DATA TRANSFER**

MVBA collection software is built on the latest <u>Microsoft.Net</u>® development and SQL Database technologies. Our software interfaces with all major court software vendors. It automates and supports all aspects of our collection program. This includes skip tracing, the call center, payment processing, reporting, accounting, invoicing, and data file transfers.

MVBA handles data provided in all the Incode platforms and versions, including version 10. We have been successfully interfacing with Incode for almost fifteen years. MVBA absorbs any costs associated with the programming and interface of this export and update module.

MVBA receives data from the Court by placement on our secure file transfer protocol (SFTP) site. Court staff can utilize this SFTP site to transfer collection cases securely and with confidence. MVBA will provide data files that the City requires via SFTP in the format that the Court needs. Project data is accepted in any form via SFTP. MVBA works with each client to design an import program that will enhance the efficient data flow to both organizations. Data



is loaded into our system the day it is received and verified, thereby detecting any error at the beginning of the process. Once the data is loaded into the MVBA system, various integrity checks are performed to verify the data received. The Court is then provided an "inventory" of the information received to allow for verification by the Court.

Once the data is loaded and verified into our system, it is given, electronically and in batch, to one of our national skip-trace partners to validate and update address and telephone information. This information is received in an electronic format and brought back into the MVBA system in batch for nearly instantaneous updates of the files. The cases are then prepared to be processed for letters, and any case with a phone number is placed in the dialer queue so that phone calls can begin once letters are mailed. The language indicator on the case will be noted to forward the case to a bilingual Collection Specialist.

This process repeats itself upon the receipt of all new cases. A similar process occurs when information concerning previously referred cases is received from the Court staff. This information is loaded into the system to alter or stop collection activity.

#### **INCODE INTERFACING**

MVBA has two IT Managers who oversee the network and security of all systems, one IT Manager who is dedicated to all programming and data compatibility issues, and two Data Managers who actively handle data import and export files to and from the City and MVBA. In addition, MVBA has a staff of six Programmers and Engineers.

MVBA has an excellent working relationship with Tyler Technologies and interfaces exceptionally well with each of their court software collection programs (Incode and Odyssey). We have been successfully interfacing with Incode since 2003. Over eighty percent (80%) of our municipal court clients utilize Incode as their court management software. All MVBA Client Service Coordinators and Internal Client Service Specialists are trained in the export modules and the export processes within the software. MVBA works easily and seamlessly in its various platforms and already has programming to manage the City's case load when electronically uploading new cases and transferring data.

#### CLIENT WEB ACCESS – SECURE ACCOUNT MANAGER

With MVBA'S Web Access, the City can see what has been accomplished on your cases "real-time" and at your convenience. Security is guaranteed with your secure login. The City may have an unlimited number of secure user logins.

You can review collection activity reports online, view call center activity, access individual defendant information, and much more. This system is an online audit tool for our clients to track and monitor our activities, providing transparency and valuable data for your Court staff. Every activity that has occurred on an account is documented.



Some of the features include:

- Accessible via a link directly from MVBA's website
- Search by Name, Case Number, or Phone Number
- View pertinent details, including case number, unique reference number, newest address, phone numbers, payments or adjustments, balance, collector notes, number, and date letters mailed
- All reports may be downloaded in Excel or PDF formats. Some of these reports include:
- > Invoices
- > Statements
- > Statistical reports
- > New defendant address information
- > Status reports
- > Paid in full cases
- > Partial payments
- > Default on payments
- Messaging and tracking system allows you to send and track messages to MVBA on any case or send a general message.

#### **TELEPHONY TECHNOLOGY**

Through our LiveVox software and our advanced dialing technology, our collection specialists can complete up to 250 calls per shift. In addition, the software can complete up to 12,000 calls per day, relaying operator intercepts, busy signals to retry, and marking notes accordingly on each account in MVBA's Collection Software. Our system screens out busy signals, no answers, and operator responses and updates the cases for call backs at another time. It anticipates how long an operator will be on each call and has the next caller on the line when the call is completed. Unlike telemarketing firms, algorithms are utilized so that the outbound dialing speed is automatically adjusted to ensure there are no "dead zones" when the called party answers, eliminating hang-ups and increasing productive contacts.

One of the most productive aspects of our dialing technology architecture is that the system is <u>co-resident</u> with our Latitude Software. Every collector is connected to the dialing software



through our collection system, which eliminates any restrictions on the number of collection specialists allowed on a call campaign at one time.

All phone numbers provided by the client are scrubbed to determine whether they are a landline or cell phone. All phone numbers discovered while skip tracing are verified as landline or cell phones. We use state-of-the-art dialing technology for all of the landlines. Cell phones are placed in this technology once consent is received from the defendant. There are no "Robo Calls". A professional collection specialist attends all calls. Once a number is answered, either live or voicemail, the specialist takes the call to talk with the individual or leave a message. There is no wait time between when the call is answered and when the specialist takes over the call.

The collection specialist manually dials cell phones with no consent during designated daily campaigns. All calls comply with the Fair Debt Collection Practices Act (FDCPA), Telephone Consumer Protection Act (TCPA), Texas Debt Collection Act, and other state laws. Professional Collection Specialists receive regular refreshers on all applicable laws, changes, and professional techniques.

MVBA sends text messages to verified cell phone numbers. Each text notifies the defendant of one of their citations and how to contact us to resolve it. We also provide an option to opt out of any further text messages.

#### RECORD MAINTENANCE AND RETENTION

MVBA can maintain all collection information, from placement to reporting, within Latitude, the collection software we presently utilize. Our system is designed with excess capacity, enabling us to continue adding new placements and the corresponding transactions and history while increasing the entire system's efficiency. This information is part of a daily, weekly, and monthly backup routine, which safeguards the data in case of a system crash or disaster. The daily transactions and collections information is also incrementally backed up several times daily to ensure immediate recovery of the current transactions. The placements and the corresponding history of activity, healing, or collection are not the only information routinely maintained in our system.

Each incoming and outgoing phone call handled in our call center is recorded. These calls are moved off the server early each morning and archived remotely. These calls are immediately accessible should an occasion arise that a client would like to review a particular conversation with a defendant. These calls are part of the same backup routine as all other data. Our records are retained on our backups and, in the case of the phone calls, eventually burned to a DVD or some other media that can be easily accessed. Placement, collection, and recovery data are easily accessible at all times.



#### **SECURITY**

Security is an essential focus at MVBA and is part of our core culture, whether physical, network, or data security. MVBA considers security an essential part of the daily management of client's accounts; therefore, only select administrative personnel have security clearance to make changes to the defendant account or import a client's file. These individuals establish security levels for each employee who accesses our computer system on a need-to-know basis. Our computer system generates an audit trail of changes and notes made to an account from the moment we receive your imported files, and no individual can manipulate this audit trail.

#### **Physical Security**

MVBA places a high priority on securing the physical location in Round Rock, Texas. There is only one door which the public may enter, and each visitor must register with the receptionist and wear a "Visitor" badge at all times. All other entrances to the office require an electronic key card or passcode; these codes are changed periodically to maintain a secure facility. Video surveillance also records all entries into the firm's office. Access to network administrators and the computer room requires an electronic key card. After-hours access to our building is only allowed using an electronic key card or a physical keypad, knowing the appropriate codes to turn off the alarm system. The alarm system is independently monitored and alerts any intrusion or fire on the premises.

#### **NETWORK/DATA SECURITY**

Leading firewall and virus protection technology is deployed to protect our computer network and systems from potential intruders and viruses. Our network administrators use specialized software to monitor traffic patterns to and from the web to ensure the system's integrity.

A multiple password scheme protects all computer system admission. When connecting to the system from outside MVBA, a password is required to get to normal user log-on. Therefore, an outsider would not know what type of system they are trying to access without knowing the system password. Once access to the system has been granted, the user must enter a user name/password to access system resources. This combination is unique to each user and identifies to the collection system what capabilities that particular user can have. The system is designed to allow clients to access and monitor only their cases.

All routers and firewalls are upgraded regularly, and all data is 128-bit encrypted; however, encryption is only one tier in MVBA's approach to a multi-tiered security solution. Security is not just about protecting our network from outside threats but also from threats from within. The weakest link in any Information Technology security chain is the human element. Everyone in the organization, from top to bottom, must be informed and motivated about information security to maintain a genuine security culture.



The first step in internal security is awareness. All our employees are aware and trained to recognize and protect against potential threats. Education and awareness empower each employee with the knowledge of their role in protecting our organization's network, which facilitates mitigating risk.

MVBA's Acceptable Use Policy (AUP) is a crucial element of our training for each employee. Our AUP covers Email Usage, Privacy, Passwords, Laptops, Client Data, and Containment (no collector is permitted to work from home or remove transportable storage devices such as CD-ROM, USB key, or floppy from the facility or to transfer data from work to home). No personal files (MP3s) are permitted on MVBA's network.

Workforce training is not a single event. Security awareness requires a commitment to a continuous employee communications and training program. Properly trained employees are a core component of any enterprise security program. Training includes:

- 1) MVBA policy and procedure documents regarding computer usage, especially Internet and email limitations, are a prime element of employee training and are reinforced periodically.
- 2) We also teach employees "best practices" when using the Internet or email (for example, not opening attachments from unknown senders and keeping passwords private). Other information security issues include spam, the dangers of accidentally downloading spyware, and phishing expeditions.

Unless employees are 100% certain that a communication is legitimate, they assume it is not. In addition to Internet security training and regular briefings, memos are distributed companywide when new threats arise, alerting all staff about the danger, how to identify it, and what to do if it is encountered.

- 3) All employee computers and laptops are equipped with the latest security tools and require two levels of passwords for access. Each employee is educated on the application and use of each tool, and the computer system constantly scans for viruses. No individual may gain access to our system via an insecure Internet connection.
- 4) MVBA ensures all employees are aware of the risks associated with internal security breaches. All staff members are reminded of the importance of reporting unusual or potentially harmful activity amongst other employees.

The integrity of hard-copy files cannot be overlooked. Hard copy information often displays content deemed confidential; therefore, employees are trained to discard this information in secure receptacles and shredded by MVBA's bonded on-site shredding company. Our layered, multi-tiered approach to security provides both MVBA and our clients with maximized security solutions that enhance our client's confidence in MVBA.



#### **DISASTER RECOVERY**

At MVBA, we recognize a big difference between backup and recovery plans. Our recovery plan does not deal solely with disaster recovery. We also have procedures for common data loss, such as an employee deleting the wrong file or a missing email. Email is a critical recovery priority, along with information, payment histories, partial payment contracts, collector notes, skip-trace data, remittance data, and inventory data.

All recovery efforts are accomplished through software and our Information Technology Department. Our Recovery procedures and systems are tested regularly. If a third-party vendor is needed to help facilitate recovery efforts, this vendor will sign a Non-Disclosure Agreement. All switch and router settings, passwords, and device baseline information are stored off-site. All servers, firewalls, and routers are upgraded regularly by our Information Technology Department.

Software procedures back up hard drive sectors instead of simply copying individual files. This allows our IT administrators to make exact copies of the disks for faster restoration to a "bare metal" system if necessary.

All of our <u>Direct Access Storage Devices</u> (DASD) are redundant. We maintain a complete backup of live data. In addition, we do a complete backup nightly to DDS-4 data cartridges. The daily tapes are archived for three weeks, the weekly tapes are archived for a month, and the monthly tapes are archived for a year. All data storage is safely vaulted off-site.



#### **FEE STRUCTURE**

#### PROPOSED FEE FOR DELINQUENT COURT FINES AND FEES COLLECTIONS

For the collection of delinquent Fines and Fees, MVBA proposes the following as compensation for professional services rendered:

- 1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, a fee of zero percent (0%) of the amount collected by the court on those cases in which the data files are transmitted to MVBA by electronic media.
- 2. For those Fines and Fees imposed against Unadjudicated offenses that occurred on or after June 18, 2003, and for adjudicated offenses regardless of the date of occurrence, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the City, as provided by Article 103.0031 of the Texas Code of Criminal Procedure. MVBA understands all court costs due to the State will be paid first.
- 3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs, or fees are discharged through the performance of community service, credit for jail time served, the discretionary removal of a collection fee by the court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the City.

#### **FEE CALCULATION**

Per statute, thirty percent (30%) of the total amount due the court may be added to the defendant's case by the court. The client's court software adds this fee upon the export of a new collection file. The fee sequence within your software should be set to allocate the collection fee after State fees and Court costs. This ensures that MVBA's fee is applied after all other mandatory fees have been allocated. This is particularly important in cases where defendants have a payment agreement and are making incremental payments to the Court or MVBA.

#### **Court Fines & Fees Calculation Example:**

Total outstanding amount before sent to collection vendor: 262.00 $\times 30\% = 78.60 + 262.00 = 340.60$  (Total amount due)

## The following formula is used to calculate the fee due the collection vendor and to back out the fee:

Total amount due and collected: 340.60 $\times 23.07692\% = 78.60$  (Total fee due)



#### FEE CALCULATION PER TRANSACTION

The calculation of fees per transaction is contingent on each client's software and how the software allocates and applies the fee per transaction. MVBA is well-versed in each type of court management software and allows us flexibility depending on each client's software and how it allocates fees. These reports will enable us to make any adjustments and to match the court's allocation of fees to the penny.

MVBA utilizes an Incode general ledger report called the CL Distribution Report monthly. It contains the amount collected and fee by transaction disbursement, allowing us to match fees posted to the penny, thereby alleviating potential invoice discrepancies.

#### INVOICE CALCULATION

MVBA's collection software, Latitude, automates the calculation of fees due. The same formula used to calculate fees is programmed within our software and is used to calculate fees due on each case collected. However, as noted in the above section regarding fee calculation per transaction, MVBA does not generate invoices based solely on what our system calculates but on what the court's system has allocated. By utilizing the CL Distribution report generated by the court for the prior month, MVBA can produce an invoice of all payments posted to the court's system. This includes any payments received by MVBA and remitted to the court weekly. This methodology ensures that amounts invoiced correctly match the court's disbursement of fees due MVBA.

#### **INVOICE FREQUENCY**

MVBA can invoice the City at the frequency the City requires. MVBA forwards all monies collected weekly by ACH deposit or checks, depending on the City's preference. These weekly funds are remitted to the court along with a deposit report. Invoice approval is utilized when clients accept funds via ACH. This ensures that the amounts collected are correct and provides the easiest court reconciliation. Sending funds weekly enables our clients to receive monies expeditiously, and the court can receipt those funds quickly. Monthly invoices are generated for payments to the court or MVBA. We ask that the City remit fees due MVBA monthly based on the invoice sent for that month. A statement is generated along with the monthly invoice and identifies any outstanding invoices.

#### **MONTHLY REMITTANCE – LATE CHARGES/INTEREST**

MVBA asks that our clients submit fees due within 45 days after the close or end of the month after the invoice is generated for the month. Our accounting department sends reminders via email of monthly outstanding invoices, and a statement is mailed each month identifying any unpaid invoices. MVBA does not charge our clients late fees or interest penalties due to untimely remittances.



#### **INVOICING**

Invoices are generated for payments paid to the Court or City office and MVBA directly and contain:

- Defendant/debtor Name
- Account number (Court's ticket or docket number or City account number)
- Status (partial payment or paid in full)
- Date of assignment (date submitted to MVBA)
- Date Posted
- Date Paid
- Amount Paid
- Paid MVBA or Paid Client
- MVBA Fee
- Fee Rate
- Balance

#### **SAMPLE INVOICE**

Please see Exhibit 1, Sample Reports, for a sample invoice and statement



#### ALTERNATIVE RESOURCES AVAILABLE TO THE CITY

Recently, some law firms that routinely bid on collection services covered by this RFP include an annual cash payment of \$25,000.00 to the prospective client in their proposal. In evaluating an offer of a cash payment, Rule 7.03(c) of the Texas Rules of Professional Conduct, as set forth by the State Bar of Texas, states as follows:

A lawyer, to solicit professional employment, shall not pay, give, advance, or offer to pay, give, or advance anything of value, other than actual litigation expenses or other financial assistance as permitted by Rule 1.08(d), to a prospective client or any other person.

Accordingly, a proposal submitted by a law firm offering a cash payment directly violates Rule 7.03(c) of the Texas Rules of Professional Conduct of the State Bar of Texas.

When the City chooses to award the contract to MVBA, we propose that twenty percent (20%) of all revenues paid to MVBA by the City be paid to the City to help manage the relationship and information exchange with MVBA. The payment will be made on October 15th of each year when the contract is in effect.

Additionally, MVBA offers the City other innovative service enhancements at no additional cost. Through consistent client communication and feedback, MVBA is continually pursuing opportunities to provide innovative service enhancements that increase efficiencies, expand resources, and reduce client costs. MVBA will beta test a new enhancement with a few clients, and once we have determined that the process or product is working seamlessly and advantageous to clients, we will roll out the new service announcement to all our clients. Some of the enhanced services we currently offer at no additional charge to our clients include:

#### SHOW CAUSE COURTESY NOTICES AND JUDGE HEARING NOTICES

File transfer is via SFTP. Flexible formatting options are available. MVBA handles all costs associated with the production and mailing of notices and adheres to the Court's mailing calendar. We only need the form fields in your letter, your letterhead with the logo, and the data in your letter form fields. Usually, the fields are \*Name, Address, City, State, Zip, Court/hearing date\*, but we will customize based on your Court's specific fields. This service saves the Court valuable production, material, and postage costs.

#### **PRE-WARRANT CALLS**

MVBA began providing this service to large-volume courts to help achieve OCA compliance and decrease internal costs. This service has allowed courts to increase efficiency by freeing up a full-time employee. Utilizing MVBA's technology can help increase court efficiencies and expand resources. The Court provides a list of defendants requiring a courtesy call before issuing a warrant. MVBA calls the defendant on behalf of the Court, and the defendant is instructed to contact the Court. MVBA can also provide this technology to other city departments to help get the word out regarding water restrictions or other community-related messages.



#### WARRANT-ROUND-UP/WARRANT RESOLUTION SERVICES

We help with localized round-ups and amnesty programs by mailing on your behalf or any other program the Court may offer. MVBA absorbs all production and mailing costs. We also help by getting the word out through your local publications and other media sources and can also help with door hangers or whatever your law enforcement officers may need.

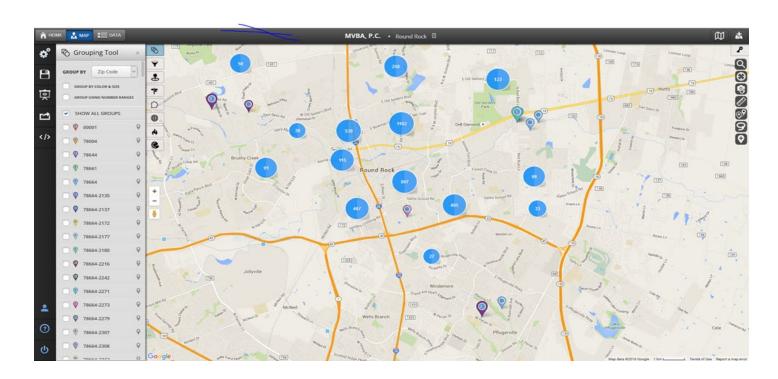
#### WARRANT ROUND-UP PRE-COLLECTION MAILINGS

MVBA will handle mailing postcards on pre-collection cases on behalf of the Court. MVBA absorbs the cost of all printing and materials. The Court must only provide a list of names and the last address on record. MVBA provides this service at *no charge to the City*.

#### **GIS MAPPING TOOL**

MVBA can provide an interactive mapping tool to assist Constables in locating defendants when attempting to serve warrants. The mapping tool increases efficiencies in the efforts of officers serving warrants. Some of the features include:

- Most current information on defendants
- Ability to group and prioritize by balance and geographic location.
- Case information on each defendant
- Directional instruction to each location
- Target mapping can be provided by MVBA staff.





#### SPECIALIZED SKIP-TRACING SERVICES

Many clients may need assistance in locating defendants or debtors who have not yet been placed for collection. MVBA can research these defendants and return the applicable information. The Court or Warrant Officers and the Marshal's office can easily download the reports with updated address information.

In addition, clients can access MVBA's Client Web Access, which is their window into our system to view current, real-time information on their defendants.

#### **TEXTING SERVICES**

As an MVBA client, your Court will receive an account through our vendor. This service allows you to send a text message to a list of defendants. MVBA funds the cost of the service in full. This service can be used to notify defendants of outstanding warrants or citations.

#### SCOFFLAW PROCESSING AND REPORTING

MVBA manages all Scofflaw reporting processes and absorbs all costs. MVBA fully funds the costs associated with the TXDMV contract and submits all of the reports on your behalf based on the vehicle information we receive from the Court's file. MVBA provides this service at *no charge to the City*.

# TAB 6

## Additional Supporting Documentation

#### **CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	*
Name of vendor who has a business relationship with local governmental entity.	
McCreary, Veselka, Bragg, & Allen, P.C.	
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
Name of local government officer about whom the information is being disclosed.	
N/A	
Name of Officer	
Describe each employment or other business relationship with the local government officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary.  A. Is the local government officer or a family member of the officer receiving or lother than investment income, from the vendor?  Yes No  B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?  Yes No  Pescribe each employment or business relationship that the vendor named in Section 1 members of the officer and in Section 1 members of the	h the local government officer. h additional pages to this Form  ikely to receive taxable income, t income, from or at the direction income is not received from the
other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(a)(b) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	
	10, 2024 Date

#### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

					1011
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE	
1	Name of business entity filing form, and the city, state and countr of business.	ry of the business entity's place	529 3250 3552	ficate Number: -1133102	
	McCreary Veselka Bragg & Allen PC		2024	-1133102	
	Round Rock, TX United States		Date	Filed:	
2	Name of governmental entity or state agency that is a party to the being filed.	contract for which the form is	03/10	0/2024	
	City of New Braunfels, Texas		Date	Acknowledged:	
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provided		the co	ontract, and pro	vide a
	RFP 24-011 Legal Services - Case Resolution and And Delinquent Accoun	nt Collections			
4					finterest
	Name of Interested Party	City, State, Country (place of busin	ess)	(check ar	
_				Controlling	Intermediary
			_		
					-
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is Steven W. Whigham	, and my date of	birth is	May 24, 19	56
	My address is 700 Jeffrey Way, Suite 100	, Round Rock , TX	<b>(</b>	78665	, USA _
	(street)	(city) (st	ate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct				
	Executed in WilliamsonCounty	, State of Texas , on the	<u>10th</u> c	<sub>day of</sub> March	, <sub>20</sub> _24
		Juan G. Service	1	(month)	(year)
	<del>)                                    </del>	Signature of authorized agent of con-	racting	g business entity	
		(Declarant)			



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

tilis certificate u	udes not conner rights to the certificate not	dei iii lied di Suci	i enuorsen	nenu(s).			
PRODUCER			CONTACT NAME:	Melanie Wolters			
Whorton Insurance S	Services		PHONE (A/C, No, Ext	t): (512) 338-1191	FAX (A/C, No):	(512) 3	38-1196
11200 Jollyville Rd.			E-MAIL ADDRESS:	MelanieW@whortonins.com			
				INSURER(S) AFFORDING COVERAGE			NAIC#
Austin		TX 78759-4813	INSURER A	Twin City Fire Ins. Co.			29459
INSURED			INSURER B	Hartford Acc. & Indemnity Co.			22357
McC	Creary, Veselka Bragg & Allen PC dba MVBA		INSURER C	Texas Mutual Insurance Co			22945
Po B	Box 1269		INSURER D	Ascot Specialty Ins Co			45055
(700	O Jeffrey Way Ste 100 78665)		INSURER E :	:			
Rour	and Rock	TX 78680	INSURER F :	:			
COVERAGES	CERTIFICATE NUMBE	P CL241313872	21	REVISION NUM	BFR.		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD. INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR			ADDL INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	-
	×	CLAIMS-MADE OCCUR							\$ 1,000,000 \$ 1,000,000
A					65SBANZ9188	02/01/2024	02/01/2025	MED EXP (Any one person)	\$ 10,000 \$ 1,000,000
	GEN	L'L AGGRE <u>GATE</u> LIMIT APP <u>LIES</u> PER:			0005/11420100	02/01/2021	02/01/2020	PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ 1,000,000
		POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$
	AUT	OTHER: OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	×	ANY AUTO						BODILY INJURY (Per person)	\$
3		OWNED SCHEDULED AUTOS AUTOS			65UECIC7738	02/01/2024	02/01/2025	BODILY INJURY (Per accident)	\$
		AUTOS ONLY  NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
	×	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$ 4,000,000
4		EXCESS LIAB CLAIMS-MADE			65SBANZ9188	02/01/2024	02/01/2025	AGGREGATE	\$ 4,000,000
	_	DED RETENTION \$ EKERS COMPENSATION EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	\$
_	ANY	DRODRIETOR/DARTNER/EYECUTIVE	N/A		0001165274	02/01/2024	02/01/2025	E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	atory in NH) describe under RIPTION DF OPERATIONS below				E.L. DISEASE - EA EMPLOYEE  E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000		
D	LA	WYERS PROFESSIONAL BILITY CLAIMS-MADE			LPPL1910000106-05	10/31/2023	10/31/2024	Per Claim / Aggregate Retention Per Claim	\$2,000,000 \$125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability & Workers Compensation policy includes a blanket waiver of automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability & Auto Policies contain a special endorsement with "Primary and Noncontributory" when required by written contract wording.

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Jim Whorton



## WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B

Insured copy

#### TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

#### **Schedule**

- ( ) Specific Waiver
   Name of person or organization
  - (X)Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations: ALL TEXAS OPERATIONS
- 3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 2/1/24 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001165274 of Texas Mutual Insurance Company effective on 2/1/24

Issued to: MCCREARY, VESELKA, BRAGG & ALLEN PC

DBA: MVBA

This is not a bill

Authorized representative

Jearette Ward

NCCI Carrier Code: 29939

1/24/24



## WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 06 01

Insured copy

#### TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### **Schedule**

1. Number of days advance notice: 30

2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 2/1/24 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001165274 of Texas Mutual Insurance Company effective on 2/1/24

Issued to: MCCREARY, VESELKA, BRAGG & ALLEN PC

DBA: MVBA

This is not a bill

Authorized representative

Jearette Ward

NCCI Carrier Code: 29939

1/24/24

#### RIDER

BOND NO.

775224817 TX

EFF. DATE OF RIDER: JANUARY 01, 2007

PRINCIPAL:

MC CREARY, VESELKA, BRAGG & ALLEN, P.C. ATTORNEYS AT LAW

**OBLIGEE:** 

THE STATE OF TEXAS

DATE OF BOND: JUNE 01, 2003

This rider is to be attached to and form a part of the above described bond.

The surety hereby gives its consent to CHANGE PRINCIPAL BOND ADDRESS TO:
700 JEFFREY WAY, SUITE 100, ROUND ROCK, TX 78664

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned bond other than as above stated.

Signed and Dated on the 26 DAY OF FEBRUARY, 2007.

MC CREARY, VESELKA, BRAGG & ALLEN, P.C.

ATTORNEYS AT LAW

Principal

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA

Surety

TECTTE THE COMMANUT Assessor To Boo



### POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

217691

Certificate No. 001178358

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Patrella I. Wolf, Lisa M. Eubanks, and Leslie Lue Schwankl

on on Minnesonalia	a a Mi	maaata			() I F :				
of the City of Minneapolis , State of Minnesota , their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.									
IN WITNESS WHEREOF, the Companies have caused this in day of,	astrument to be signed a	nd their corporate seals to be	hereto affixed, this	lst -					
Farmington Casualty Com Fidelity and Guaranty Inst Fidelity and Guaranty Inst Seaboard Surety Company St. Paul Fire and Marine I	pany orance Company, orance Underwriters, I	St. Paul Gu St. Paul Me Inc. Travelers C Travelers C	ardian Insurance ercury Insurance C asualty and Suret asualty and Suret es Fidelity and Gu	Company Company y Company y Company of A					
1977 (1982) (1977) (1951) (1927) (192		SEAL S	HARTFORD CONN.	( Section of the sect	HOTOGRAPO S				
State of Connecticut City of Hartford ss.		By: George	Ley VI W Mompson, Senje	or Vice President					
On this the day of September  to be the Senior Vice President of Farmington Casualty Comp Seaboard Surety Company, St. Paul Fire and Marine Insuranc Casualty and Surety Company, Travelers Casualty and Surety authorized so to do, executed the foregoing instrument for the pu	any, Fidelity and Guar e Company, St. Paul G Company of America, a	uardian Insurance Company, and United States Fidelity and	delity and Guaranty St. Paul Mercury d Guaranty Compa	y Insurance Unde Insurance Comp iny, and that he,	erwriters, Inc., eany, Travelers as such, being				

58440-6-06 Printed in U.S.A.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.

#### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

'This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, and Vi President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said companies this

FEB 2 6 2007 20 .

Kori M. Johanson Assistant Secretary

















atrella of you





To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

(ATOSEMINIM TO STATS COUNTY OF HENNEPIN) SS:

FEB 2 6 2007 before me, a Notary Public within and for said County and State, personally appeared LESLIE LUE SCHWANKL known to me to be the Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and that executed the within and foregoing instrument in behalf of said corporation and (s)he duly acknowledged to me that such corporation executed the same.



#### THIRD-PARTY DEBT COLLECTOR BOND

### BOND NUMBER: 775224817 TX

KNOW ALL PERSONS BY THESE PRESENTS:

That, we MC CREARY, VESELKA, BRAGG & ALLEN, P.C. ATTORNEYS AT LAW, as Principal, whose address 5929 BALCONES DRIVE, SUITE 200, AUSTIN, TX 78731 and TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA, as Surety, and being a surety company authorized to do business in the State of Texas, are held and firmly bound unto the State of Texas, in the sum of TEN THOUSAND DOLLARS AND NO/100 (\$10,000), payable to the State for the use and benefit of the State or any injured party, lawful money of the United States of America, the payment of which well and truly to be made, we and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, and severally, firmly by these presents.

#### THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT:

Whereas, the above named Principal is engaged in the business of a third-party debt collector in accordance with the provisions of Texas Financial Code, §392.001 et seq.;

NOW, THEREFORE, if the Principal shall conduct the business of said Principal in accordance with the provisions of \$392.001 et seq., and if said Principal in the course and scope of the business of said Principal shall not damage any person by any violation of the act, then this obligation shall be void, otherwise to remain in full force and effect.

### THIS BOND IS SUBJECT TO THE FOLLOWING CONDITIONS:

- This bond shall also be construed to be in favor of any person damaged by any violation of §392.001 et seq.
- 2. That an individual injured by a violation of this act may bring an action against principal and surety on this bond.
- 3. That the aggregate liability of the surety to all persons damaged by principal's violation of this act may not exceed the amount of the bond.
- 4. The bond shall not be subject to cancellation by either the principal or the surety unless written notice of intent to cancel is forwarded by the surety and/or principal to the Secretary of State, Statutory Documents Section, at least ninety (90) days prior to the effective date of the cancellation. If the cancellation is at the request of the surety, the surety shall also provide the principal with written notification at least ninety (90) days prior to the effective date of cancellation.

IN WITNESS WHEREOF, said PRINCIPAL and SURETY have been executed this bond; this 29 DAY OF MAY, 2003.

This bond is effective JUNE 01, 2003.

SURETY BY:

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA

(Signature)

ELEANORE G. WOODWARD (Printed or Typed Name)

Title:

Attorney-In-Fact

Address:

ONE TOWER SQUARE, HARTFORD, CT 06183

Countersigned by:

N/A

(Signature)

N/A

(Pfinted Name)

PRINCIPAL:

MC CREARY VESELKA, BRAGG & ALLEN, P.C. ATTORNEYS AT LAW

(Signature)

President HARVEY M. HLLE

(Printed Name & Title

File completed bond form with:

Secretary of State Statutory Documents Section P.O. Box 12887 Austin, TX 78711-2887

(DCB/10/93)

### TRAVELERS CASHARTY AND SURETY COMPANY OF AMERICA TRAVELEL ASUALTY AND SURETY COMPANY FARMINGTON CASUALTY COMPANY Hartford, Connecticut 06183-9062

### POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint Patrella I. Wolf, Eleanore G. Woodward, of Minneapolis, Minnesota, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contacts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is writing and a copy thereof is filed in the office of the Secretary.

ATED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

STATE OF MINNESOTA) COUNTY OF HENNEPIN) SS:

MAY 2 9 2003

On before me, a Notary Public within and for said County and State, personally appeared <u>ELEANORE G.</u>

WOODWARD known to me to be the Attorney-in-Fact of <u>TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA</u>, the corporation described in and that executed the within and foregoing instrument in behalf of said corporation and (s)he duly acknowledged to me that such corporation executed the same.



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IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 3rd day of December, 2002.

STATE OF CONNECTICUT

SS. Hartford

COUNTY OF HARTFORD







TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY

George W: Tho

George W. Thompson Senior Vice President

On this 3rd day of December, 2002 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault

My commission expires June 30, 2006 Notary Public Marie C. Tetreault

### CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HERBBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this

day of

MAY 2 9 2003







Kori M. Johanson

Assistant Secretary, Bond

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	SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
	Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  P. nt your name and address on the reverse	A. ReceipOV/GBENNIGHTy B. Date of Delivery MAIL & MESSENGER SERVICE	
	saithat we can return the card to you. lach this card to the back of the malipiece, on the front if space permits.	C. Signature  X JUN U 6 2003 □ Agent □ Addressee	
	rticle Addressed to:	D. Is delivery address different from Item 1?	•
	STATUTORY DOCUMENTS SECTION		
	P.O. BOX 12887	3. Service Type  □ To Certified Mail □ Express Mail	
	Austin, TK. 78711-2887	☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.  4. Restricted Delivery? (Extra Fee) ☐ Yes	
	Article Number     (Transfer from service label) 7000 1670 0		•
		leturn Receipt 102595-01-M-1424	-
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## TAB 7

Deviation from RFP

### ATTACHMENT C

### **EXCEPTIONS AND ALTERNATIVES FORM**

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.

Proposers are to comply with all requirements of this solicitation, otherwise the proposal may be deemed non-responsive. Exceptions may be considered if they are presented with the proposal and if the City determines that the exception does not materially alter the intent of this solicitation or that it exceeds the requirements of this solicitation.  $\square$ No Exceptions Taken Exceptions Taken - \*See attached (Include in Tab 9) \*Note that if any exceptions are taken, all required information must be submitted as an attachment In the event the Proposer takes exception to any language in this solicitation, they may set forth alternatives by presenting each exception separately by stating: a) The specific item or clause for which an exception is requested (citing the page and item number). b) The suggested change to the exception, inclusive of proposed new language if applicable. c) An explanation as to how the proposed change would benefit the City and/or why the exception is necessary. Except as may be indicated above, Proposer is in complete agreement with this entire solicitation including any proposed terms, conditions and business arrangements described herein. March 10, 2024 (Authorized Signature) Date **Director of Operations** (Title)

## TAB 8

Sample Letters & Reports

## **MVBA Transaction Report**

Run Date: 9/5/2022 Payments Taken: 9/4/2022

0000291 SAMPLE COURT

<b>Paid in Full Payments</b>						
	Account	File	Paid	<b>Total Paid</b>	Current	Status
Name	Number	Number	to MVBA	to MVBA	Balance	Description
DOE, JANE	LP1450201	4386015	\$334.10	\$334.10	\$0.00	PAID IN FULL
DOE, JOHN	LPV1450201	4386016	\$78.00	\$490.10	\$0.00	PAID IN FULL

Partial Payments						
	Account	File	Paid	<b>Total Paid</b>	Current	Status
Name	Number	Number	to MVBA	to MVBA	Balance	Description
DOE, JOE	LPV1573601	4456795	\$397.00	\$397.00	\$93.10	ACTIVE

<sup>\*</sup>This payment notification is for new payments, partial and paid in full, that MVBA collected for your Court/Office. Please email ffaccounting@mvbalaw.com or call 1-800-287-0013 if you have any corrections on these accounts. Please use the balance column if you need to see which accounts are paid in full and which are partials with a balance remaining.

### McCreary, Veselka, Bragg, and Allen, LLC P.O. Box 1310 Round Rock, Texas 78680

MVBA Invoice CHECK

SAMPLE COURT Invoice: 178932 Report Date: 10/19/2022

	Account	Date	Date	Paid to	Paid to		
Name	Number	Posted	Paid	MVBA	Client	Fees	Balance
DOE, JANE	LPF0146201	10/08/2022	09/24/2022	0.00	400.00	103.20	47.20
DOE, JANE	LPV1431601	10/08/2022	09/14/2022	0.00	100.00	0.00	617.11
DOE, JOHN	LPF1526601	10/08/2022	09/07/2022	0.00	358.20	94.20	0.00
DOE, JOHN	LP0086901	10/08/2022	09/25/2022	0.00	577.20	133.20	0.00
Report Totals				0.00	1,435.40	330.60	

Total Collections: \$1,435.40

CHECK to be Remitted to Client: \$0.00

Collection Fees due to MVBA: \$330.60

### McCreary, Veselka, Bragg, and Allen, LLC P.O. Box 1310 Round Rock, Texas 78680

MVBA Invoice CHECK

SAMPLE COURT Invoice: 176333 Report Date: 09/09/2022

	Account	Date	Date	Paid to	Paid to		
Name	Number	Posted	Paid	MVBA	Client	Fees	Balance
DOE, JANE	LP1450201	09/04/2018	09/04/2018	334.10	0.00	77.10	0.00
DOE, JOHN	LPV1450201	05/29/2018	05/29/2018	412.10	0.00	95.10	0.00
		09/04/2018	09/04/2018	78.00	0.00	18.00	0.00
				490.10	0.00	113.10	
Report Totals				824.20	0.00	190.20	

Total Collections: \$824.20

CHECK to be Remitted to Client: \$824.20

Collection Fees due to MVBA: \$190.20

### **2023 WARRANT NOTICE**

#### OUR RECORDS INDICATE THAT YOU HAVE AN OUTSTANDING FINE

PLEASE CONTACT US IMMEDIATLEY TO VOLUNTARILY RESOLVE YOUR CASE(S) BEFORE YOU ARE COMPELLED TO APPEAR BY ARREST. IF YOU ARE HAVING TROUBLE PAYING, YOU ARE STILL REQUIRED TO CONTACT THE COURT FOR ALTERNATIVE OPTIONS.

City of Sample Municipal Court: Michelle Ann Smith

CALL: 866-955-5455
ONLINE: WWW.PAYMVBA.COM
MAIL: P.O.BOX 1310, ROUND ROCK, TX 78680

Please use this Citation/Docket # BPN2893290100

### PAY YOUR OUTSTANDING FINES NOW

Under Texas Law, if you appear before a court and make a good faith effort to resolve your outstanding Class C warrants you are afforded safe harbor and not subject to arrest. Additionally, if a judgment is rendered against you and you are unable to pay the judgment, you may request a judge to assess your ability to pay and offer alternative means to satisfy the judgment.

MVBA/WR231 647042625804 353/0000177/000000177

MVBA P.O.Box 1310 Round Rock, TX 78680 Presorted
First-Class Mail
US Postage
PAID

RKC



Michelle Ann Smith 1103 Mary St Texarkana, AR 71854-7480

MVBA/WR231 647042625804 354/0000177/000000177

## McCreary, Veselka, Bragg & Allen, P.C. Collection of Delinquent Fines Fees City of SAMPLE Municipal Court Contract Date to Current Date

Phones	Number of Accounts	Amount Due
Accounts with at least one Good Phone	31,300	9,516,171.56
Accounts with no phone or only Bad Phones	11,519	3,684,099.68
Total	42,819	13,200,271.24

Addresses	Number of Accounts	Amount Due
Good Address	23,378	7,301,944.98
Bad/Incomplete Address	56	17,598.66
Bad/Returned Address	8,078	2,680,718.04
Outside of Texas Address	11,307	3,200,009.56
Total	42,819	13,200,271.24

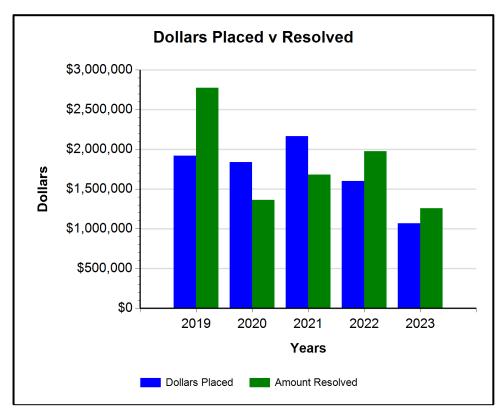
Age of Offense	Number of Accounts	Amount Due
Less Than a Year	1,263	480,335.79
One To Three Years	3,942	1,541,181.99
Three To Five Years	3,856	1,454,346.49
More Than Five Years	33,754	9,723,663.47
No Offense Date Provided	4	743.50
Total	42,819	13,200,271.24

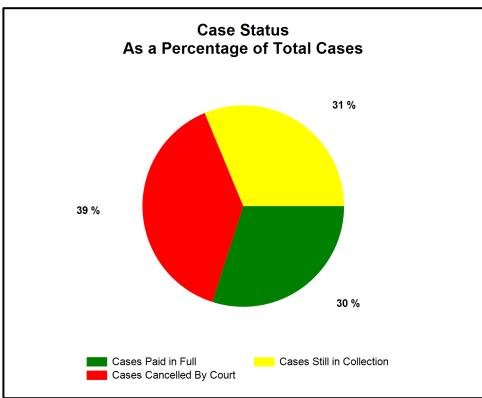
Age at time of Placement	Number of Accounts	Amount Due
Less Than a Year	24,342	8,606,354.72
One To Three Years	4,804	1,393,726.33
Three To Five Years	2,976	788,299.19
More Than Five Years	10,693	2,411,147.50
No Offense Date Provided	4	743.50
Total	42,819	13,200,271.24

# McCreary, Veselka, Bragg & Allen, P.C. Collection of Delinquent Fines Fees City of SAMPLE Municipal Court Contract Date to Current Date

FY: October - September	FY 2018 and Prior	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Total	%
Cases Placed	129,909	4,886	4,779	5,449	4,038	2,697	151,758	
Dollars Placed	\$39,463,875.75	\$1,919,025.03	\$1,840,066.17	\$2,164,537.93	\$1,600,369.00	\$1,066,806.96	\$48,054,680.84	
Cases With Partial Payment	1,408	64	95	91	151	173	1,982	
Partial Payments Reported	\$137,778.03	\$7,821.55	\$11,912.80	\$15,016.88	\$33,190.91	\$31,877.32	\$237,597.49	
Cases Paid in Full	31,876	3,195	1,768	2,046	2,102	1,483	42,470	27.99%
Dollars Paid in Full	\$7,717,991.90	\$719,373.45	\$522,607.76	\$639,550.41	\$684,318.95	\$459,596.05	\$10,743,438.52	22.36%
Cases Cancelled By Court	38,634	5,285	2,305	3,259	3,557	1,906	54,946	36.21%
Dollars Cancelled By Court	\$12,058,039.15	\$1,921,173.35	\$741,349.50	\$941,608.98	\$1,179,696.73	\$694,586.34	\$17,536,454.05	36.49%
Cases Resolved	81,184	7,857	4,071	5,307	5,659	3,387	107,465	70.81%
Dollars Resolved	\$24,891,201.93	\$2,776,273.80	\$1,363,397.43	\$1,680,882.08	\$1,977,921.68	\$1,256,359.29	\$33,946,036.21	70.64%
Cases Still in Collection							44,290	29.18%
Dollars Still in Collection							\$14,107,622.83	29.36%

## McCreary, Veselka, Bragg & Allen, P.C. Collection of Delinquent Fines Fees City of San Angelo Municipal Court June 02, 2005 - August 29, 2023





## McCreary, Veselka, Bragg & Allen, P.C. Collection of Delinquent Fines Fees City of SAMPLE Municipal Court Contract Date to Current Date

For Fiscal Year 2023	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Cases Placed	629	951	728	389
Dollars Placed	\$250,115.00	\$375,153.29	\$287,104.61	\$154,434.06
Cases With Partial Payment	20	29	60	95
Partial Payments Reported	\$2,070.94	\$4,064.36	\$11,627.13	\$14,114.89
Cases Paid in Full	346	425	457	254
Dollars Paid in Full	\$95,651.35	\$124,698.53	\$122,427.59	\$68,147.98
Cases Cancelled By Court	741	407	459	299
Dollars Cancelled By Court	\$248,609.72	\$144,220.60	\$181,201.07	\$120,554.95
Cases Resolved	1,087	831	916	553
<b>Dollars Resolved</b>	\$378,991.12	\$304,443.10	\$355,546.63	\$217,378.44

For Fiscal Year 2023	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Number of Postcards Mailed	678	1,007	616	362
Number of Letters Mailed	6,195	10,324	14,657	5,982
Number of Calls Made	16,505	15,476	10,658	8,220
Number of Calls Received	439	529	572	462
Number of Text Messages Requested	26,848	43,737	52,076	34,344



McCreary Veselka Bragg & Allen P.C ATTORNEYS at LAW

### NOTICE OF OUTSTANDING FINE

According to the City of Test Municipal Court you have an outstanding fine. The court has referred this past due fine to our law firm pursuant to article 103.0031 of the Texas Code of Criminal Procedure. If you believe this has been taken care of or would like to make a payment, contact our office using the reference number and information given below. If you are having difficulty paying, you are still required to contact the court to resolve the matter.

Darwin Joel Castro Deras - 5797695

## PAY YOUR FINE(S) NOW PLEASE BE ADVISED THAT YOU MAY HAVE ADDITIONAL CASES PAST DUE.

**CALL:** 1-866-955-5455

ONLINE: www.paymvba.com

MAIL: P.O. Box 1310, Round Rock, TX, 78680-1310

Cashier's Check or Money order; No personal checks accepted. Write the Reference # on the cashier's check or money order

to receive credit for your payment.

MVBA/AP001 647043676731 51593/0025797/

McCreary Veselka Bragg & Allen P.C. P.O. Box 1310 Round Rock, TX 78680-1310

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US Postage
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Darwin Joel Castro Deras 2320 Jaguar Dr Apt 501 Bryan, TX 77807-2346

MVBA/AP001 647043676731 51594/0025797/

DAYS OF OPERATION Monday - Friday



P.O. Box 1310 Round Rock, TX 78680-1310 03/15/2023 HOURS OF OPERATION MONDAY - THURSDAY 8:00 AM - 5:30 PM FRIDAY 8:00 AM - 5:00 PM

### NOTICE OF OUTSTANDING BALANCE

Joy L Coler 3127 Greenfield Rd Lot 22 Pearl, MS 39208-8708 **阿发** 

Total Amount Due: \$1,378.00

According to the jurisdiction(s) listed below, you have an outstanding balance that needs your immediate attention. The court(s) has referred this past due matter to our law firm pursuant to Article 103.0031 of the Texas Code of Criminal Procedure.

Docket BPD3079153 Reference 4539721

<u>Jurisdiction</u> City of Test Municipal Court Offense

FAIL TO MAINTAIN FIN

Balance \$585.00

### Not all cases may be listed above. Contact us for more information

If you are represented in this complaint, please forward this letter to your attorney so that your attorney may contact our firm regarding this matter. If you believe this fine has been paid or otherwise satisfied by deferred disposition, community service, jail time served, or a defensive driving course, please contact our office. If you have not responded to the citation you have the right to plead not guilty, post bond and have a trial by jury on the citation by contacting the court either in person or in writing. If you are unable to pay, the court has certain options available to resolve your case. Please contact the court for more information. Payment in full of the amount shown above constitutes a plea of "no contest" pursuant to Article 27.14 of the Texas Code procedure and will dispose of the citation(s).

McCreary Veselka Bragg & Allen P.C. P.O. Box 1310 Round Rock, TX 78680-1310

**Statement Date:** 03/15/2023

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Joy L Coler 3127 Greenfield Rd Lot 22 Pearl, MS 39208-8708

## FOR QUESTIONS, PAYMENT OPTIONS OR TO MAKE A PAYMENT

Call: 1-866-955-5455
Online: www.paymvba.com
Mail: P.O. Box 1310, Round Rock, TX, 78680-1310
Cashier's Check or Money order; No personal checks accepted.
Write the Reference # on the cashier's check or money order to receive credit for your payment.

Reference #: 4539721

MVBA/LT100 647043064391 15/0000008/

DAYS OF OPERATION Monday - Friday



ATTORNEYS AT LAW

P.O. Box 1310

ROUND Rock, TX 78680-1310

03/15/2023

HOURS OF OPERATION MONDAY - THURSDAY 8:00 AM - 5:30 PM FRIDAY 8:00 AM - 5:00 PM

### **AVISO DE SALDO PENDIENTE**

Joy L Coler 3127 Greenfield Rd Lot 22 Pearl, MS 39208-8708

Importe total debido: \$1,378.00

Según la jurisdicción (es) notado, Usted tiene Un saldo pendiente que requiere su atención inmediatamente. La corte se ha referido este caso a nuestro bufete de abogados de conformidad con lo dispuesto en el artículo 103.0031 del Código de Procedimiento Penal de Texas.

Cuenta BPD3079153 Referencia 4539721 <u>Jurisdicción</u> City of Bryan Municipal Court Violación

FAIL TO MAINTAIN FIN

<u>Saldo</u> \$585.00

### No todos los casos se pueden enumerar arriba. Póngase en contacto con nosotros para obtener más información.

Si usted está siendo representado en este caso, favor de enviar esta carta a su abogado para que su abogado pueda comunicarse con nuestra oficina sobre este asunto. Si usted cree que esta multa ha sido pagada o satisfecho de otra manera por la disposición diferida, servicio a la comunidad, tiempo de cárcel, o un curso de manejo defensivo, por favor comuníquese con nuestra oficina. Si no ha respondido a esta cita, tiene el derecho de declararse inocente, Usted tiene el derecho de adquirir una fianza Y tener un juicio por esta citación, se puede poner en contacto con el tribunal, ya sea en persona o por escrito. Por otra parte, el pago total de la cantidad mostrada arriba constituye un argumento de "no concurso" de conformidad con el artículo 27.14 del Código de Procedimiento Penal de Texas y dispondrá de la(s) citación(s). Si no puede pagar, el tribunal tiene ciertas opciones disponibles para resolver su caso. Comuníquese con el tribunal para obtener más información.

## PARA PREGUNTAS, OPCIONES DE PAGAR O PARA PAGAR EL SALDO

Call: 1-866-955-5455
Online: www.paymvba.com

**Mail:** P.O. Box 1310, Round Rock, TX, 78680-1310 Chasiers cheque o giro postal; No se aceptan cheques personales. Escriba la referencia # el cheque o giro postal ara recibir crédito por

su pago.

Referencia #: 4539721

MVBA/LT100 647043064391 16/0000008/

DAYS OF OPERATION MONDAY - FRIDAY

## McCreary Veselka Bragg & Allen P.C ATTORNEYS AT LAW

OFFICE HOURS 8:00 AM - 7:00 PM CENTRAL TIME

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Joy L Coler - 4539721

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to receive credit for your payment.

MVBA/AP001 647043033180 141/0000071/

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Joy L Coler 3127 Greenfield Rd Lot 22 Pearl, MS 39208-8708

MVBA/AP001 647043033180 142/0000071/

McCreary, Veselka, Bragg, & Allen LLC IOLTA TRUST ACCOUNT P.O. Box 1310 Round Rock, TX 78680

Date

10/19/2022

Total Amount Due

\$741.63

SAMLE COURT 123 ANY ROAD DRIVE ROUND ROCK, TEXAS 78680

Date		Amount Due			
09/02/2022 09/09/2022 10/19/2022	INV #176333. Orig. An	Invoice Number mount \$220.83. Sept 202 nount \$190.20. Sept 2022 nount \$330.60. Sept 2022	22 Report PU 2 Report PU		220.83 190.20 330.60
	Current	31-60 Days	61-90 Days	Over 90 Days	Total Due
	0.00	411.03	0.00	0.00	\$741.63

Our records indicate these invoices are due. Please contact our office if you have any questions.

James Mansfield at 1-800-287-0013 x 208 or jmansfield@mvbalaw.com