

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, DALLAS AND KAUFMAN COUNTIES, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL COLLECTION SERVICES FOR UNPAID CLOSED UTILITY ACCOUNTS WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP; PROVIDING CERTAIN FINDINGS; AUTHORIZING THE CITY MANAGER TO FINALIZE, EXECUTE, AND ADMINISTER THE AGREEMENT ON BEHALF OF THE CITY OF MESQUITE, TEXAS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, after having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the City Council desires to approve the Agreement for Collection Services for Unpaid Closed Utility Accounts with Linebarger Goggan Blair & Sampson, LLP, attached hereto as **EXHIBIT A** and incorporated herein by reference; and

**WHEREAS**, after exercising due diligence, the City Council finds and determines that: (i) there is a substantial need for the legal services to be provided pursuant to the Agreement for Professional Collection Services for Unpaid Closed Utility Accounts; (ii) these legal services cannot be adequately performed by the attorneys and supporting personnel of the City at a reasonable cost; (iii) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter and because the City of Mesquite does not have the funds to pay the estimated amounts required under an agreement only for the payment of hourly fees; (iv) Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this agreement; (v) Linebarger Goggan Blair & Sampson, LLP, has represented the City by providing specialized, professional legal services to the City since 2021 in the collection of both delinquent municipal court fines and fees and delinquent ad valorem property taxes for which the City of Mesquite has been well satisfied with the quality and outcome of the legal services provided, and based on this past performance believes Linebarger Goggan Blair & Sampson, LLP, will perform at the same level with competence and professionalism in providing these additional legal services; and (vi) the agreement with Linebarger Goggan Blair & Sampson, LLP, was the result of an arm's length transaction between the City and Linebarger Goggan Blair & Sampson, LLP, and is fair and reasonable; and

**WHEREAS**, the City Council finds that it is in the public interest to approve the agreement for professional collection services for unpaid closed utility accounts with Linebarger Goggan Blair & Sampson, LLP.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, DALLAS AND KAUFMAN COUNTIES, TEXAS, THAT:**

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

**SECTION 2.** City Council hereby approves the Agreement for Professional Collection Services for Unpaid Closed Utility Accounts with Linebarger Goggan Blair & Sampson, LLP, attached hereto as **EXHIBIT A** and incorporated herein by reference, and authorizes the City Manager to finalize, execute, and administer the agreement on behalf of the City of Mesquite, Texas.

**SECTION 3.** This Resolution shall become effective from and after its passage.

**DULY RESOLVED, PASSED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, DALLAS AND KAUFMAN COUNTIES, TEXAS, ON THIS THE 1ST DAY OF JUNE 2026.**

**APPROVED:**

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Daniel Alemán, Jr.  
Mayor

**ATTEST:**

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Sonja Land  
City Secretary

**APPROVED AS TO LEGAL FORM:**

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David L. Paschall  
City Attorney

**Agreement for Professional Collection Services  
For Unpaid Closed Utility Accounts**

STATE OF TEXAS

COUNTY OF DALLAS

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

**Article I**

*Nature of Relationship and Authority for Contract*

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

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

**Article 2**

*Scope of Services*

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent accounts that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such unpaid closed utility accounts; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding utility accounts, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

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

2.03 The CLIENT agrees to provide to the FIRM data regarding any unpaid closed utility accounts that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than quarterly, based upon the City's fiscal year (e.g., "weekly", "monthly", etc).

2.04 The FIRM, in all communications seeking the collection of unpaid closed utility accounts, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any utility accounts are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

**Article 3**  
*Compensation*

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty percent (30%) of the total amount of all of the unpaid closed utility accounts referred to the FIRM and which are collected subject to the terms of this AGREEMENT. All compensation shall become the property of the FIRM at the time payment is made to the CLIENT.

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

**Article 4**  
*Intellectual Property Rights*

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

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

**Article 5**  
*Costs*

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when

possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

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

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

## **Article 6**

### *Term and Termination*

6.01 This AGREEMENT shall be effective on June 1, 2026 (the "Effective Date") and shall continue thereafter until terminated by either Party. Either Party to the AGREEMENT has the right to terminate the contract at any time upon 60 days written notice to the FIRM and/or the CLIENT.

6.02 If, at any time during the term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination.

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

6.04 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that termination of this AGREEMENT does not constitute a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.03 does not constitute any such waiver by the FIRM.

## **Article 7**

### *Miscellaneous*

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

7.02 Deleted.

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

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

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

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

AND

Linebarger Goggan Blair & Sampson, LLP  
Attention: Bridget Moreno Lopez, Managing Partner  
3500 Maple Avenue, Suite 800  
Dallas, Texas 75219

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

City of Mesquite  
Attention: City Manager, Cliff Keheley  
Municipal Center  
1515 N. Galloway Avenue  
Mesquite, Texas 75149

AND

City of Mesquite  
Attention: City Attorney  
Municipal Center  
1515 N. Galloway Avenue  
Mesquite, Texas 75149

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

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

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

7.09. Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

EXECUTED ON the \_\_\_\_\_ day of June 2026.

City of Mesquite, Texas

By: \_\_\_\_\_  
Cliff Keheley  
City Manager

Approved:

\_\_\_\_\_  
David L. Paschall,  
City Attorney

Linebarger Goggan Blair & Sampson, LLP

By: \_\_\_\_\_  
Bridget Moreno Lopez  
Managing Partner  
For the FIRM