

City Council

520 E Ocean Blvd.

Special Meeting

Los Fresnos, TX 78566

<http://citylf.cloudaccess.net/en/>

~ Agenda ~

Monday, July 25, 2022

6:00 PM

City Hall

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF LOS FRESNOS PURSUANT TO CHAPTER 551, TITLE 5 OF THE TEXAS GOVERNMENT CODE, THE TEXAS OPEN MEETINGS ACT, WILL MEET ON MONDAY, JULY 25, 2022 AT 6:00 PM AT CITY HALL, 520 EAST OCEAN BLVD., LOS FRESNOS, TX 78566.

A. CALL TO ORDER

Invocation and Pledge of Allegiance

B. VISITORS REMARKS-TO SPEAK YOU MUST SIGN IN WITH CITY SECRETARY PRIOR TO THE MEETING AND YOU HAVE A LIMIT OF 5 MINUTES TO SPEAK.

C. ACTION ITEMS

1. Consideration and ACTION to accept the resignation of Polo Narvaez from the City Council Place 1.
2. Consideration and ACTION to approve the Order of Special Election and Notice of Special Election for the November 8, 2022, to fill Council Member Place 1 and authorize the City Secretary to make any necessary changes in locations, days, dates, and times that may be ordered by the Governor or the Cameron County Elections Office.
3. Closed Session in accordance to Section 551.071, the Texas Open Meetings Act Consultation with Attorney - to deliberate pending or contemplated litigation.
4. Open Session in accordance to Section 551.071, the Texas Open Meetings Act. Deliberation and possible ACTION regarding consultation with Attorney on pending or contemplated litigation.
5. Discussion and possible action terminating the services of the Linebarger group attorneys collection of fines and fees. Release the 60 day curative letter of termination as required by contract.

D. ADJOURNMENT

This is to certify that I, Jacqueline Moya, posted this agenda on the front bulletin board of the City Hall on July 21, 2022 on or before 5:30 p.m. and it shall remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Jacqueline Moya, City Secretary

Persons with any disabilities that would like to attend meetings must notify City Secretary 24 hours in advance so that the City can make arrangements for that disabled person.

City Council
520 E Ocean Blvd.
Los Fresnos, TX 78566

Meeting: 07/25/22 06:00 PM
Department: City Secretary
Category: Acknowledgments
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 4506)

DOC ID: 4506

Consideration and ACTION to accept the resignation of Polo Narvaez from the City Council Place 1.

City Council
520 E Ocean Blvd.
Los Fresnos, TX 78566

Meeting: 07/25/22 06:00 PM
Department: City Secretary
Category: City Election
Prepared By: Jacqueline Moya

Initiator: Bianca Huerta
Sponsors:

SCHEDULED

ACTION ITEM (ID # 4477)

DOC ID: 4477 A

Consideration and ACTION to approve the Order of Special Election and Notice of Special Election for the November 8, 2022, to fill Council Member Place 1 and authorize the City Secretary to make any necessary changes in locations, days, dates, and times that may be ordered by the Governor or the Cameron County Elections Office.

CITY OF LOS FRESNOS
ORDER OF SPECIAL ELECTION
(ORDEN DE ELECCION ESPECIAL)

A special election is hereby ordered to be held on November 8, 2022 for the purpose of voting for unexpired term of Councilmember Place 1.

(Por la presente se ordena que se celebre una elección especial el 8 de noviembre de 2022 con el propósito de votar por el período no vencido del Lugar 1 del Concejal.)

Filing Dates and Times:

(Fechas y horas para Entregar Presentaciones)

Start Date: July 26, 2022 End Date: August 25, 2022

(Fecha Inicio) (Fecha Limite)

Office Hours: 8:30 a.m. to 5:00 p.m. Monday through Friday

(Horario de la Oficina)

Physical and mailing address for filing application in person for place on ballot:

(Dirección física y postal para presentar la solicitud en persona para el lugar en la boleta)

City Hall, 520 E Ocean Blvd. Los Fresnos, TX 78566

Email or Fax to send application for place on the ballot:

Correo electrónico o fax para enviar la solicitud de lugar en la boleta:

FAX: 956-233-9879 Email: jmoya@citylf.us

Early voting by personal appearance will be conducted each weekday at the Community Center, 204 N. Brazil Street, Los Fresnos, Texas between the hours of 9:00 a.m. and 7:00 p.m. beginning on October 24, 2022 and ending on November 4, 2022.

(La votación adelantada en personal se llevará a cabo de lunes a viernes en Community Center, 204 N. Brazil Street, Los Fresnos, Texas entre las 9:00 a.m. de la mañana y las 7:00 p.m. de la tarde empezando el Octubre 24, 2022 y terminando el Noviembre 4, 2022.)

Additional early voting will be held at the same location as follows:

(La votacion en adelantada ademas se llevara a cabo en el mismo Sitio de tal manera:)

Date (Fecha)	Hours (Horas)
Saturday, October 29 through Sunday, October 30, 2022 (sabado, Octubre 29- domingo, Octubre 30, 2022)	10:00 a.m. to 5:00 p.m.
November 3-4, 2022 (Noviembre 3-4, 2022)	8:00 a.m. to 8:00 p.m.

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán en

Ausencia por correo deberán enviarse a)

Elections Administrator

P. O. Box 3587

Brownsville, Tx. 78523

Email: elections@co.cameron.tx.us

Website: www.cameronvotes.com

Applications for ballots by mail must be received no later than the close of business on October 28, 2022. *(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de las horas de negocio el Octubre 28, 2022.)*

Issued this the 25th day of July, 2022. *(Emitida este dia 25 de Julio, 2022.)*

Alejandro Flores, Mayor

Member of Council Place 1

Member of Council Place 2

Member of Council Place 3

Member of Council Place 4

Member of Council Place 5

**NOTICE OF CITY OF LOS FRESNOS SPECIAL ELECTION
(AVISO DE ELECCION CIUDAD DE LOS FRESNOS)**

To the Registered Voters of City of Los Fresnos, Texas:
(A los votantes registrados del Ciudad de Los Fresnos, Texas:)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on November 8, 2022 for voting in a special election to fill a vacancy for the unexpired term of Councilmember Place 1.
(Por la presente se notifica que los lugares de votación que se enumeran a continuación estarán abiertos de 7:00 a.m. a 7:00 p.m. el 8 de noviembre de 2022 para votar en una elección especial para llenar una vacante para el período no vencido del Lugar 1 del Concejal.)

LOCATION OF POLLING PLACE (DIRECCION DE LAS CASILLAS ELECTORALE):

Precinct 3:
Los Fresnos Community Center
204 N. Brazil St.
Los Fresnos, TX 78566

Early voting by personal appearance will be conducted each weekday at
(La votación en adelantada en persona se llevará a cabo de lunes a viernes en)

Community Center, 204 N. Brazil Street, Los Fresnos, Texas

Between the hours of 9:00 a.m. and 7:00 p.m. beginning on October 24, 2022
(Entre las 9:00 a.m. de la mañana y las 7:00 de la tarde empezando el octubre 24, 2022)
And ending on November 4, 2022.
(y terminando el noviembre 4, 2022.)

Additional early voting will be held at the same location as follows:
(La votación en adelantada además se llevará a cabo en el mismo Sitio de tal manera:)

Date (Fecha)	Hours (Horas)
Saturday, October 29 through Sunday, October 30, 2022 (sabado, Octubre 29- domingo, Octubre 30, 2022)	10:00 a.m. to 5:00 p.m.
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Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

Elections Administrator
P. O. Box 3587
Brownsville, Texas 78523
Email: elections@co.cameron.tx.us
Website: www.cameronvotes.com

Applications for ballots by mail must be received no later than the close of business on October 28, 2022. (Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el octubre 28, 2022.)

Issued this the 25th day of July, 2022.
(Emitada este día 25 de Julio, 2022.)

Alejandro Flores, Mayor
Signature of Presiding Officer

Attachment: Notice of special Election NOV 2022 (4477 : Order of Special Election - Fill Vacancy)

City Council
520 E Ocean Blvd.
Los Fresnos, TX 78566

Meeting: 07/25/22 06:00 PM
Department: City Secretary
Category: Closed Session
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 4504)

DOC ID: 4504

Closed Session in accordance to Section 551.071, the Texas Open Meetings Act Consultation with Attorney - to deliberate pending or contemplated litigation.

City Council
520 E Ocean Blvd.
Los Fresnos, TX 78566

Meeting: 07/25/22 06:00 PM
Department: City Secretary
Category: Open Session
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 4505)

DOC ID: 4505

**Open Session in accordance to Section 551.071, the Texas
Open Meetings Act. Deliberation and possible ACTION
regarding consultation with Attorney on pending or
contemplated litigation.**

City Council
520 E Ocean Blvd.
Los Fresnos, TX 78566

Meeting: 07/25/22 06:00 PM
Department: City Secretary
Category: Closed Session
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 4503)

DOC ID: 4503

Discussion and possible action terminating the services of the Linebarger group attorneys collection of fines and fees. Release the 60 day curative letter of termination as required by contract.

Juan Munoz asked for this to be placed on the agenda,

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF CAMERON

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the City of Los Fresnos, 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.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

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 court fees and fines 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 court fees and fines; 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 court fees and fines, 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 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code

of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees 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 monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees 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:

(a) Zero (0%) percent of all the fines and fees subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed before June 18, 2003; and

(b) thirty (30%) percent of the total amount of all other fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT.

All compensation shall become the property of the FIRM at the time payment of the fines and fees 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 March 2, 2021 (the "Effective Date") and shall expire on March 1, 2024 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial 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. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is 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 or Expiration Date for an additional ninety (90) days following termination or expiration. 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.

6.05 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 neither the expiration nor the termination of this AGREEMENT constitutes 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 6.04 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 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

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

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:

Mr. Mark Milum, City Manager
City of Los Fresnos
520 E. Ocean Blvd.
Los Fresnos, Texas 78566

7.06. *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

EXECUTED ON the 9th day of February, 2021.

City of Los Fresnos

By: 
Alejandro Flores, Mayor

Linebarger Goggan Blair & Sampson, LLP

By: 
John D. Guevara, Partner

For the FIRM

ACTION APPROVING CONTRACT
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Contract for Fines and Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the Mayor is authorized to execute this Agreement.

After exercising its due diligence The City of Los Fresnos finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Contract for Fines and Fees Collection Services;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the city at a reasonable cost;
3. 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, because of the nature of the collection fee authorized by Tx Code of Criminal Procedure Art. 103.0031 and because the city does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
5. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the City of Los Fresnos in the past and the city has been well satisfied with the quality and outcome of the legal services provided.
6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the city and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

PASSED, APPROVED and ADOPTED this 9th day of February, 2021.

City of Los Fresnos

BY: _____

Alejandro Flores
Mayor



ATTEST:

Jacqueline Moya,
City Secretary