

**CONTRACT FOR COLLECTION OF DELINQUENT COURT FINES AND FEES
ASSESSED BY THE JUSTICE OF THE PEACE PRECINCT 2
OF
WILLIAMSON COUNTY, TEXAS**

STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS CONTRACT is made and entered into by and between the **COUNTY OF WILLIAMSON, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**County**", and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

I.

The County agrees to retain and does hereby retain MVBA to provide legal services related to the enforcement of the collection of Williamson County Justice of the Peace, Pct. 2 (the "Court") delinquent justice court fines, fees, court costs, restitution, debts and accounts receivable and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees") pursuant to terms and conditions in the contract.

II.

For purposes of this contract all Fines and Fees shall be referred to MVBA at the discretion of the Court when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure or 220 days after warrant has been issued by the Court, whichever occurs first.

At least once each month on a date or dates agreed upon by the parties, the County will provide MVBA with copies of, or access to, the information and documentation necessary to collect the delinquent Fines and Fees that are subject to this contract. The County shall furnish the information to MVBA by electronic transmission. The County shall be responsible for the receipting of the payment of all fines and fees collected pursuant to this contract whether received directly from the defendant or from MVBA.

III.

MVBA shall forward to the County all cashier's checks or money orders received by MVBA made payable to the County and any correspondence from defendants. Cashier's checks or money orders received by MVBA which are made payable to MVBA shall be deposited daily into the MVBA Trust Account. MVBA may collect the amount due from the defendant by credit card or electronic draft which funds shall be deposited into the MVBA Trust Account. MVBA shall remit all payments in full received into the MVBA Trust Account, semi-monthly, all funds

deposited into the MVBA Trust Account which pay the entire balance of a fines and fees account, along with an invoice detailing the appropriate documentation to facilitate processing, including docket number, name of defendant, amount paid by the defendant to MVBA or directly to the County and the MVBA fee percentage and fees earned for each case. The remittance from MVBA to the County shall include the fees earned by MVBA on the fines and fees collected.

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

IV.

MVBA SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ALL LIABILITIES, LOSSES AND/OR COSTS ARISING FROM CLAIMS FOR DAMAGES, OR SUITS FOR LOSSES OR DAMAGES, INCLUDING REASONABLE COSTS AND ATTORNEY'S FEES, WHICH MAY ARISE AS A RESULT OF MVBA'S PERFORMANCE OF THE SERVICES DESCRIBED IN THIS CONTRACT. THE INDEMNITY PROVISION OF THIS CONTRACT SHALL HAVE NO APPLICATION TO ANY CLAIM OR DEMAND WHICH RESULTS FROM THE SOLE NEGLIGENCE OR FAULT OF THE COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS. AND FURTHERMORE, IN THE EVENT OF JOINT AND/OR SHARED NEGLIGENCE OR FAULT OF THE COUNTY 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.

V.

For the collection of Fines and Fees, the County agrees to pay to MVBA, as compensation for the legal services rendered the following fees:

1. For those Fines and Fees imposed against Adjudicated Offenses and Unadjudicated Offenses that occurred on or after June 18, 2003, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the Court as provided by Article 103.0031 of the Code of Criminal Procedure on those cases in which the data files are transmitted to MVBA by electronic media.
2. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to 45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the County.

All compensation due to MVBA shall become the property of MVBA at the time of payment of the fines and fees by the defendant. The County shall pay to MVBA said compensation on a monthly basis by check.

VI.

MVBA reserves the right to return to the County all accounts not collected within 24 months, or at the discretion of the Court, all accounts that have been referred by the Court, or identified as being in bankruptcy. Upon return of these accounts, neither party (Court or MVBA) will have any obligation to the other party to this contract nor shall MVBA be entitled to compensation if the account is subsequently collected by the County.

VI.

The initial term of this contract is one year, beginning on the 1st day of April, 2014, and shall automatically renew and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written "Notice of Termination of Contract" to the other party of its intent to terminate this contract at least thirty (30) days prior to the effective date of termination.

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

VIII.

For purposes of sending notice under the term of this contract, all notices from the County shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, P.C.
Attention: Harvey M. Allen
P.O. Box 1310
Round Rock, Texas 78680-1310

Or delivered by hand or by courier, and addressed to: 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the County shall be sent by certified United States mail or delivered by hand or courier, to the following address:

County of Williamson
Williamson County Courthouse
Attention: County Judge
710 S. Main Street, Ste. 201
Georgetown, Texas 78626

IX.

This contract is made and is to be interpreted under the laws of the State of Texas and venue for all disputes will be made in the courts of jurisdiction of Williamson County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provisions(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

X.

MVBA agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of MVBA which are directly pertinent to the services to be performed under paragraph III of the Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MVBA agrees that County shall have access during normal working hours to all necessary MVBA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give MVBA reasonable advance notice of intended audits.

XI.

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

The County has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.


IN WITNESS WHEREOF, the parties have duly executed and delivered this contract to be effective as of the date indicated in Paragraph VI above.

COUNTY OF WILLIAMSON, TEXAS

Dan A. Gattis, County Judge

Date: _____, 2014

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



Harvey M. Allen
Attorney at Law

Date: March 11, 2014