

## **Contract for Fines and Fees Collection Services**

STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between Williamson County, 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:

- (i) that are owing to the Justice Court, Precinct 4, Williamson County, Texas;
- (ii) that are more than sixty (60) days past due as of the effective date hereof;
- (iii) that become more than sixty (60) days past due during the term hereof; and

(iv) that are expressly placed with and referred to the FIRM by the Court.

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 to be made in the form of a cashier's check or money order and direct such payment to be made directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM in the form of a personal check or company check, such payments shall be returned to the payor with instructions directing the payor to make payments directly to the CLIENT in the form of a cashier's check or money order at the address designated by the CLIENT. If any fines and fees are paid to the FIRM in the form of a cashier's check or money order, such payments shall be expeditiously turned over to the CLIENT at its designated address.

### **Article 3** *Compensation*

3.01 Except as provided by Section 3.02 below, The CLIENT agrees to pay the FIRM as compensation for the services required hereunder:

(a) Fifteen (15%) percent of all of the unadjudicated 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 FIRM waives any fees associated with the collection of any fines and fees otherwise subject to this AGREEMENT where the collection of same is the result of the arrest of the defendant. Furthermore, the FIRM's collection fees shall not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that

has been satisfied through time-served credit or community service. The FIRM's collection fee may, however, be applied to any balance remaining after a partial credit for time-served or community service if the balance is more than sixty (60) days past due. The FIRM's collection fee shall also not apply to an individual if the court of original jurisdiction has determined that such individual is indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs.

3.03 The CLIENT shall pay the FIRM by the thirtieth (30<sup>th</sup>) 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 the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") and shall expire on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (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 Either party hereto may terminate this AGREEMENT for convenience and without cause or further liability upon sixty (60) days written notice to the other party provided the terminating party is not in breach as of the date of termination. No penalty will be assessed for either party's termination of this AGREEMENT for convenience.

6.05 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.

6.06 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 Dispute Resolution.** The parties to this AGREEMENT will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this AGREEMENT, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this AGREEMENT, will conduct the mediation under the then current rules of the AAA. Any mediation under this AGREEMENT shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this AGREEMENT.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this AGREEMENT or a breach thereof shall be decided by any arbitration proceeding.

**7.03 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.

**7.04 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 Client Services  
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:

CLIENT:

Williamson County Judge  
Dan A. Gattis (or successor)  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

with copy to:

Judy Schier Hobbs  
Williamson County Justice  
of the Peace, Precinct 4  
211 W. 6<sup>th</sup> St.  
Taylor, TX 76574

7.05 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this AGREEMENT. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

7.06 Indemnification of CLIENT. FIRM SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS CLIENT, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF FIRM OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

7.07 Venue and Governing Law. Each party to this AGREEMENT hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this AGREEMENT shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this AGREEMENT is governed by the laws of the United States, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

7.08 Successors and Assigns. This AGREEMENT shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

7.09 Assignment. No party to this AGREEMENT may assign or transfer its interest in or obligations under this AGREEMENT without the prior written consent of all parties to this AGREEMENT.

7.10 No Waiver of Immunities. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to CLIENT, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. CLIENT does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

EXECUTED ON the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WILLIAMSON COUNTY

By: 

Dan A. Gattis, Williamson County Judge

Linebarger Goggan Blair & Sampson, LLP

By: 

Brian E. Brown  
For the FIRM