

**CONTRACT FOR COLLECTION OF DELINQUENT COURT FINES AND FEES
ASSESSED BY THE JUSTICE COURT OF THE PEACE COURT PRECINCT 3.
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 delinquent justice court fines, fees, court costs, restitution, debts and accounts receivable and other amounts due and owing to the Justice of the Peace Court, Pct. 3, Williamson County, Texas, in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees").

II.

For purposes of this contract all Fines and Fees shall be referred to MVBA not less than 60 days after the fine or fee is determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure.

The County and MVBA agree that in order to have the optimum opportunity to collect the amounts due, the delinquent court fines and fees should be referred to MVBA for collection not more than 240 days after the delinquency date as provided for in Article 103.0031, Code of Criminal Procedure. However, it is agreed that there shall be no penalty to the County for the failure to refer any delinquent court fines and fees to MVBA that are more than 240 days delinquent.

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 Fines and Fees that are subject to this contract. The County shall furnish the information to MVBA by electronic transmission or magnetic medium. However, MVBA agrees to manually receive and process information from the court until the completion of the installation of the "Odyssey" computer software program from Tyler Technology.

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 will 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 to the County, 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 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 Unadjudicated Offenses that occurred before June 18, 2003, there is no fee due (0%) MVBA on the amount collected by the Court on those cases.
2. For those Fines and Fees imposed against Adjudicated Offenses regardless of the date of the offense, and against 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.
3. 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 on that case.

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 by check or electronic funds transfer.

VI.

MVBA reserves the right to return to the County all accounts not collected within one (1) year of referral by the County, or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

VII.

The initial term of this contract is one year, beginning on the ____ day of _____, 2011; however, this contract shall continue in full force and effect after the initial term on a month-to-month basis on the same terms and conditions. Either party may, without cause, terminate this contract at the end of the initial contract term or thereafter by giving the other party written "Notice of Termination of Contract" at least sixty (60) 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 effective date of termination and to payment of all fees earned pursuant to Paragraph V of this contract for all amounts collected on accounts referred to MVBA. The County may, at its 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:

Williamson County Courthouse
Attention: County Judge
710 S. Main Street, Ste. 101
Georgetown, TX 78626
County of Williamson

IX.

This contract is made and is to be interpreted under the laws of the State of 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 provision(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 this 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.

WITNESS the signatures of all parties hereto this, the 18th day of January, 20 11.

COUNTY OF WILLIAMSON, TEXAS

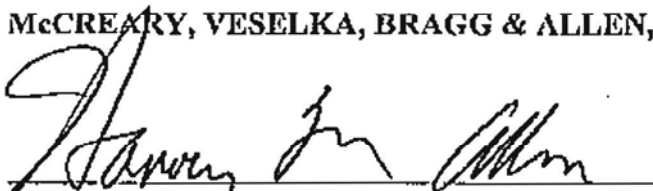

County Judge

1-20-11

APPROVED PRO FORMA:

Steve Benton
Justice of the Peace
Pct. #3

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


Harvey M. Allen
Attorney at Law