

**CONTRACT FOR COLLECTION OF DELINQUENT COURT FINES AND FEES  
ASSESSED BY THE COUNTY AND JUSTICE COURTS  
OF  
POLK COUNTY, TEXAS**

COPY

STATE OF TEXAS

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COUNTY OF POLK

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THIS CONTRACT is made and entered into by and between the **COUNTY OF POLK, 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 collection services for County of POLK County and Justice Courts related to the enforcement of the collection of delinquent debt and accounts receivable including: fines, fees, court costs, forfeited bonds, restitution and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement "Fines and Fees") pursuant to the terms and conditions in this contract.

**II.**

For purposes of this contract all Fines and Fees shall be referred to MVBA when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure. At least once each month on a date or dates agreed upon by the parties, the Courts 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 Courts shall furnish the information to MVBA by electronic transmission or magnetic medium. The Courts shall be responsible for the receipting of the payment of all fines and fees pursuant to this contract whether received directly from the defendant or MVBA.

**III.**

MVBA shall forward all cashier checks or money order payments made payable to County of POLK County or Justice Courts and any correspondence from defendants directly to the Court. Cashier checks or money order payments made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may also collect the amount due from the defendant by credit card or electronic draft which is deposited directly into the MVBA Trust Account. MVBA shall remit to the County all payments in full received into the MVBA Trust Account, at least twice monthly, along with an invoice detailing the docket number, name of defendant, amount paid to MVBA or Court, MVBA fee percentage and fees earned for each case.

**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.

Per request of the court, MVBA will assist in the selecting and transmitting process of cases into the DPS OMNI program.

#### VI.

For the collection of Fines and Fees, the County agrees to pay to MVBA, as compensation for the professional 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 County 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.

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

#### VII.

MVBA reserves the right to return to the appropriate court 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.

#### VIII.

The initial term of this contract is two years, beginning on the 16<sup>th</sup> day of July, 2009, with the option to extend for up to two (2) additional years subject to the approval of MVBA and the County, and shall thereafter continue on a month-to-month basis. 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 thirty (30) days prior to the intended termination date.

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 three (3) 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 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.

**IX.**

For purposes of sending notice under the terms of this contract, all notices from the County shall be sent to MVBA by certified United States mail, 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 78665, and all notices to the COUNTY shall be sent by certified United States mail or delivered by hand or courier, to the County of POLK, Attention: County Judge, John Thompson, Polk County Courthouse, 101 W. Church, Livingston, Texas 77351.

**X.**

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.

**XI.**

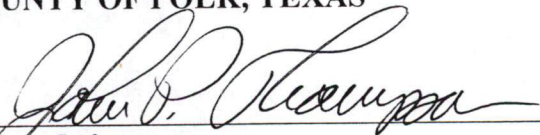
In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake performance of said contract as set forth above.

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

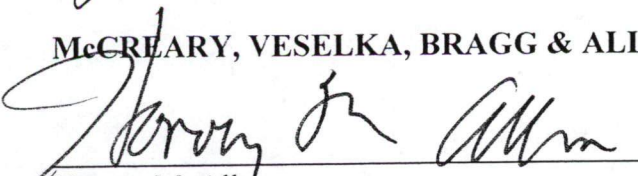
This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the 14 day of July, A.D. 2009.

**COUNTY OF POLK, TEXAS**

  
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County Judge

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

  
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Harvey M. Allen  
Attorney at Law