

CONTRACT FOR FINES AND FEES
COLLECTION SERVICES 07 MAY -7 PM 3:12

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS CONTRACT (hereinafter "**AGREEMENT**") is made and entered into by and between COLLIN COUNTY, acting herein by and through its governing body, hereinafter styled "**THE COUNTY**", and GAY, McCALL, ISAACKS, GORDON, MAY & ROBERTS, P.C., hereinafter styled "**GAY, McCALL**".

I.

1.01 **THE COUNTY** agrees to employ and does hereby employ **GAY, McCALL** to enforce the collection of delinquent court fees and fines that are subject to this **AGREEMENT**, pursuant to and as authorized by Subsection (a) of Art. 103.0031 of the Texas Code of Criminal Procedure and to the terms and conditions described herein. In addition to said enforcement, **GAY, McCALL** agrees to provide specific legal services, including but not limited to the following: legal advice concerning the enforcement of collection, representation of **THE COUNTY** should its authority to collect be challenged, and representation in bankruptcy proceedings if determined necessary by both **THE COUNTY** and **GAY, McCALL**. This **AGREEMENT** supersedes any and all prior oral and written agreements between the parties regarding the enforcement of the collection of delinquent court fees and fines.

1.02 If so desired, additional actions to be taken by **GAY, McCALL** in connection with this **AGREEMENT** are to be specified in writing by **THE COUNTY**. **THE COUNTY** further appoints **GAY, McCALL** as **THE COUNTY'S** attorneys to sign all legal instruments and documents which are reasonably necessary to pursue collection of delinquent court fees and fines through this **AGREEMENT**.

1.03 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 of this **AGREEMENT** and those fines and fees that become more than sixty (60) days past due during this **AGREEMENT'S** term. This **AGREEMENT** shall encompass all fines and fees assessed by all courts whose collection efforts are under the direction of **THE COUNTY**. For purposes of this agreement, the phrase "more than 60 days past due" shall have the meaning given to it 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]. This meaning shall, for the purposes of this **AGREEMENT**, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

1.04 **THE COUNTY** agrees to provide to **GAY, McCALL** data regarding any fines and fees that are subject to this **AGREEMENT**. The data shall be provided by electronic medium in a file format that is acceptable to both parties. **THE COUNTY** shall provide the data to **GAY, McCALL** on a monthly basis or more often should the parties agree to such.

1.05 **GAY, McCALL** shall direct all payments be made to **THE COUNTY** at an address or addresses designated by **THE COUNTY**. If any fines and fees are paid to the **GAY, MCCALL**, said payments shall be turned over to **THE COUNTY** within 30 days of **GAY, McCALL'S** receipt of the same.

II.

2.01 **THE COUNTY** agrees to pay **GAY, McCALL**, as compensation for services rendered per this **AGREEMENT**, thirty percent (30%) of the total amount of all the fines and fees described by Paragraph 1.03 of this **AGREEMENT** [exclusive of any collection fee assessed by **THE COUNTY** pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] that are collected by **THE COUNTY** during the term of this **AGREEMENT**.

2.02 **THE COUNTY** shall pay **GAY, McCALL** by the twentieth day of each month all compensation, as defined in Paragraph 2.01, earned by **GAY, McCALL** for the previous month. Furthermore, with this payment, **THE COUNTY** shall provide an accounting showing all collections for the previous month.

2.03 Where fines and fees are collected following the apprehension of an offender, upon request of **THE COUNTY**, **GAY, McCALL** shall waive its collection fee.

2.04 Except where specifically covered by the **AGREEMENT**, all payments made and owed shall be subject to Texas Government Code §§ 2251.001-.043.

III.

3.01 **GAY, McCALL** agrees that it will not share or disclose any specific confidential information provided by **THE COUNTY** with any other company, individual, organization or agency, without the prior written consent of **THE COUNTY**, except as may be required by law or where such information is otherwise publicly available. It is agreed that **GAY, McCALL** shall have the right to use this information for internal analysis, improving database performance, and generating statistics that may contain information provided by **THE COUNTY**. While generally used internally, **GAY, McCALL** may share any generated data with outside sources for purposes of improving performance and service.

IV.

4.01 Both parties understand that certain costs may be incurred in the process of providing any additional services contemplated in Paragraphs 1.01 and 1.02. **THE COUNTY** agrees that all such costs shall be billed to **THE COUNTY**. **GAY, McCALL** will either advance such costs on behalf of **THE COUNTY**, or when possible, **GAY, McCALL** arrange with the provider of said service for the costs to be paid only when such costs are recovered by **THE COUNTY** from the debtor.

4.02 **GAY, McCALL** agrees that any charges for such services, whether provided by **GAY, McCALL'S** employees or with others associated with **GAY, McCALL**, will be reasonable and consistent with the cost for the same or similar services obtained from a third party.

4.03 Upon the recovery of such costs, **THE COUNTY** agrees to reimburse **GAY, McCALL** for any such costs advanced or performed by **GAY, McCALL** and to pay any third party owed for performing such services. **THE COUNTY** agrees that this reimbursement or payment for said costs shall survive expiration or termination of this **AGREEMENT**.

V.

5.01 This **AGREEMENT** shall be effective April 24, 2007 and shall expire on April 24, 2009, unless extended as hereinafter provided.

5.02 Unless prior to sixty (60) days before the date of expiration, either party may notify 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 action by either party. Without any such notice, this **AGREEMENT** shall continue to automatically renew for additional and successive one-year terms at the end of each renewal period.

5.03 This **AGREEMENT** may be terminated without cause by either party effective upon the expiration of sixty (60) days following the sending of written notice of termination.

5.04 For an additional ninety (90) days following termination or expiration of this **AGREEMENT**, **GAY, McCALL** shall be entitled to continue to pursue collection of any claims that were referred to and placed with **GAY, McCALL** prior to the date of termination or expiration. **THE COUNTY** agrees that **GAY, McCALL** shall be compensated as provided in Paragraph 2.01 for any such item collected during this ninety (90) day period.

5.05 Both parties expressly agree that neither expiration nor termination of this **AGREEMENT** constitutes a waiver by **GAY, McCALL** as to its right to reimbursement or payment for costs and services. Furthermore, both parties expressly agree that the expiration of any ninety (90) day period under Paragraph 5.04 does not constitute any such waiver by **GAY, McCALL**.

VI.

6.01 Subcontracting. If necessary, **GAY, McCALL** may enlist the services of co-counsel or subcontract some services provided for in the **AGREEMENT** to other law firms or entities. In such cases, **GAY, McCALL** will be responsible for any services provided by such co-counsel or subcontractors. If payment is due to co-counsel or subcontractor, **GAY, McCALL** shall be responsible. Said payment will be subject to Texas Government Code §§ 2251.001-.043.

6.02 Arbitration. The Texas General Arbitration Act shall control arbitration of any dispute or controversy arising from this **AGREEMENT**. Said dispute will be submitted to arbitration upon written request from one party to the other.

6.03 Integration. This **AGREEMENT** contains the entire agreement concerning the collection of delinquent court fees and fines between the parties hereto. This **AGREEMENT** may only be modified by written amendment executed by both parties and cannot be transferred or assigned by either party without the written consent of all parties.

6.04 Representation of Other Governmental Entities. **THE COUNTY** hereby consents to the representation by **GAY, McCALL** of other governmental entities that may be seeking the payment of different and separate claims from the same person or persons as **THE COUNTY**.

6.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from **THE COUNTY** shall be sent to **GAY, McCALL** by certified United States mail, by hand delivery, or by courier, and addressed as follows:

Gay, McCall, Isaacks, Gordon, May & Roberts, P.C.
Attention: Robert T. Dry, III
777 East 15th Street
Plano, Texas 75074

All notices from **GAY, McCALL** to **THE COUNTY** shall be sent to **THE COUNTY** by certified United States mail, by hand delivery, or by courier, and addressed as follows:

Rodney D. Rhoades
Collin County Director of Budget and Finance
210 S. McDonald St.
Suite 611
McKinney, Texas 75069

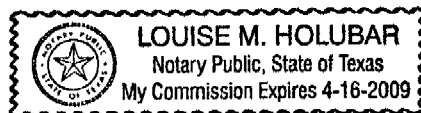
VII.

7.01 In consideration of the terms and compensation herein stated, **GAY, McCALL** hereby accepts said employment and undertakes the performance of this contract as above written.

7.02 This addendum is executed on behalf of **THE COUNTY** by the presiding officer of its governing body, who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of ~~all parties~~ *David McCall* hereto in duplicate originals on the 4th day of May, 2007 in Collin County, Texas.

COLLIN COUNTY, TEXAS



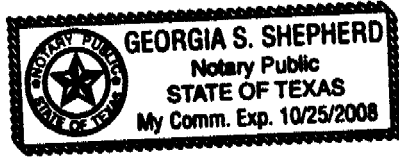
Louise Holubar

By: Keith A. Self
KEITH SELF, COUNTY JUDGE
2007-332-04-24

GAY, McCALL, ISAACKS, GORDON, MAY & ROBERTS, P.C.

By: David McCall
DAVID McCALL

WITNESS the signature of Keith A. Self hereto in duplicate originals on the 9th day of May, 2007 in Collin County, Texas.



Georgia S. Shepherd