

**Contract for Fines and Fees Collection Services**

**STATE OF TEXAS**

**COUNTY OF WEBB**

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between WEBB 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:

- (a) Recommendations and legal advice to CLIENT to take legal enforcement action.
- (b) Representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines.
- (c) Defending CLIENT in litigation or challenges of its collection authority.
- (d) Representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT.

2.02 FIRM covenants to exercise good faith and due diligence in performance of professional collection services on all debts and accounts receivable referred to FIRM by CLIENT pursuant to this AGREEMENT (Services). Services shall include all activities and functions generally required of a professional firm in the business of collecting delinquent fines, fees, restitution, and other debts and costs for a county. At a minimum, FIRM shall:

- (a) Make at least three (3) contacts within a 6-month period from the date the FIRM receives the referral data from CLIENT.
- (b) Make at least one (1) written contact with the debtor via postal services within 60 days of receiving the referral data from CLIENT. The format and language of all written correspondence shall be expressly approved by CLIENT.

(c) Make at least one (1) telephone contact with the debtor within thirty (30) days of receiving the referral data from CLIENT. The general format of all telephone scripts shall be expressly approved by CLIENT.

(d) For purposes of this section, "contact" shall mean exhausting all available means to communicate with the debtor using the postal service, telephone, or any other method that is reasonably accessible to FIRM.

(e) FIRM shall maintain a toll free number for defendants/customers to call.

(f) FIRM agrees it will not process any payments received from Debtors but shall instead expeditiously turn over to CLIENT any such payments received from Debtors as provided herein under Section 2.06.

(g) All complaints regarding the collection process will be referred to FIRM for resolution.

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.

2.03 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.

2.04 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 hereof and those that become more than sixty (60) days past due during the term hereof. 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. CLIENT retains discretion to turn over cases to FIRM for collection at any time after said cases have been delinquent for 60 days or more. CLIENT may at any time, in its sole discretion, withdraw any debt or account receivable that was previously referred to FIRM and no collection fee will be due FIRM.

2.05 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT including payments, credits or any other adjustments made by CLIENT. The data shall be provided by electronic medium in a file format agreed to by the CLIENT and 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.

2.06 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at any addresses designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

**Article 3**  
*Compensation*

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the 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 2.04 above that are collected by the CLIENT during the term of this AGREEMENT. However, FIRM shall not be paid a fee by CLIENT on any pre-June 18, 2003 unadjudicated cases wherein an add-on fee is not allowed under Article 103.0031, Texas Code of Criminal Procedure. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT. It shall be the responsibility of the FIRM to detail that portion of moneys remitted that are due and payable to FIRM.

3.02 Following Commissioners Court approval, CLIENT shall pay the FIRM on or before 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 any remittance.

3.03 Limitations on Collection Fee

- (a) No collection fee shall be assessed, collected or paid to FIRM for any debt or account receivable that is not "eligible" as that term is defined herein, nor shall any collection fee be assessed, collected or paid to FIRM on a charge imposed pursuant to Chapter 706 of the Texas Transportation Code.
- (b) In accordance with Article 103.0031 (d) of the Texas Code of Criminal Procedure, if the court or hearing officer of original jurisdiction has determined the debtor is indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs, the debtor is not liable for and the FIRM shall not receive the collection fee. CLIENT is under no obligation to pay collection fees under these circumstances.
- (c) Pursuant to Article 103.0031 (b) of the Texas Code of Criminal Procedure, no collection fee shall apply or be paid to the FIRM if (i) the underlying case has been dismissed by a court or hearing officer of competent jurisdiction or (ii) underlying accounts have been satisfied through time-served credit or community service. CLIENT is under no obligation to pay collection fees under these circumstances.

**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 any non-client 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 shall bear all costs associated with its collection efforts, including, but not limited to personnel salaries, document reproduction and mailing costs, mileage charges, costs of postal or other delivery service, software compatibility with CLIENT's system and charges for telephone and internet service.

#### **Article 6**

##### *Term and Termination*

6.01 This AGREEMENT shall be effective May 15, 2018 (the "Effective Date") and shall expire on April 30, 2021 (the "Expiration Date") unless extended as hereinafter provided.

6.02 CLIENT may extend this AGREEMENT for an additional two (2)-year term by providing written notice to FIRM at least sixty (60) days prior to the Expiration Date.

6.03 CLIENT may terminate this AGREEMENT, with or without cause, by providing sixty (60) days written notice to the FIRM of such termination ("Termination Date").

6.04 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.

6.05 The CLIENT agrees that the FIRM shall be paid for any services performed pursuant to Article 5 when collection fees are recovered 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 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**

##### *Reports*

7.01 FIRM shall prepare and provide to CLIENT reports each calendar quarter documenting the performance of Services by FIRM under this AGREEMENT.

7.02 Reports shall be prepared in a format and contain information agreed to by FIRM and CLIENT.

7.03 At the end of each year of the AGREEMENT, FIRM shall provide to CLIENT a listing of cases FIRM deems to be uncollectible.

7.04 FIRM shall provide to CLIENT notification of all disputes or complaints raised by Defendants/Customers regarding the collection process within five business days and shall provide CLIENT a written or electronic statement of the resolution of any complaint.

**Article 8**  
*Miscellaneous*

8.01 Subcontracting. With written consent by way of a Consent to Associate agreement of CLIENT, 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. Said consent will not be unreasonably withheld by CLIENT. FIRM shall ensure that any attorney with whom FIRM seeks to associate with shall be in good standing with any and all licensing agencies, does not owe any fines, fees, delinquent taxes, or moneys to CLIENT, and is not presently associated with any litigation against CLIENT.

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

8.03 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.

8.04 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

OR TO

Paul Daniel Chapa, Partner  
Linebarger Goggan Blair & Sampson, LLP  
500 North Shoreline, Suite 1111  
Corpus Christi, Texas 78471

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:

Webb County  
Attention: Webb County Judge  
1000 Houston Street  
Laredo, Texas 78040

OR TO

Webb County Civil Legal Division  
1000 Houston St., 2<sup>nd</sup> floor  
Laredo, Texas 78040


8.05 Compliance with TX. Govt. Code Sec. 2270.002 In order to comply with TX. Govt. Code Sec. 2270.002, the FIRM verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

EXECUTED ON the 3<sup>rd</sup> day of May, 2018.

WEBB COUNTY

Linebarger Goggan Blair & Sampson, LLP

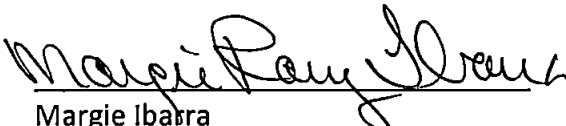
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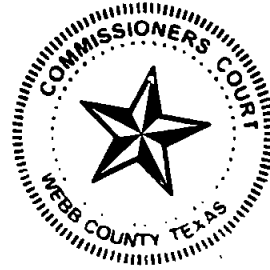
  
\_\_\_\_\_  
Tano E. Tijerina  
Webb County Judge

By:

\_\_\_\_\_  
Paul Daniel Chapa  
Partner

Attested To:

  
\_\_\_\_\_  
Margie Ibarra  
Webb County Clerk



Approved as to Form:

  
\_\_\_\_\_  
Alexandra Colessides Solis

Director, Webb County Civil Legal Division

\*By law, the Webb County Civil Legal Division may only advise or approve contracts or legal documents on behalf of its Webb County. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court on April 24, 2018; Item no. 24.

Webb County Civil Legal Division  
1000 Houston St., 2<sup>nd</sup> floor  
Laredo, Texas 78040

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EXECUTED ON the 3<sup>rd</sup> day of May, 2018.

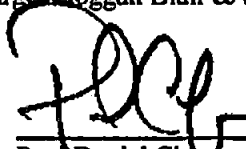
WEBB COUNTY

Linebarger Goggan Blair & Sampson, LLP

By:

\_\_\_\_\_  
Tano E. Tijerina  
Webb County Judge

By:

  
\_\_\_\_\_  
Paul Daniel Chapa  
Partner

Attested To:

\_\_\_\_\_  
Margie Ibarra  
Webb County Clerk

Approved as to Form:

\_\_\_\_\_  
Alexandra Colessides Solis  
Director, Webb County Civil Legal Division

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Passed and approved by the Webb County Commissioners Court on April 24, 2018; Item no. 24.