

CONTRACT FOR COURT COLLECTION SERVICES

THIS CONTRACT is made and entered into by and between Tyler County acting herein by and through its governing body, hereinafter called Client, and 13-Bearcat, LLC (dba Graves Humphries Stahl, LTD), hereinafter called GHS.

Client agrees to employ and does hereby employ GHS to enforce the collection of delinquent court fines, fees, court costs, restitution, debts and accounts receivable and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees").

I.

This contract supersedes all prior oral and written agreements between the parties, 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.

II.

For purposes of this contract all Fines and Fees shall be referred to GHS when determined to be delinquent as provided for in Article 103.0031, Texas Code of Criminal Procedure. Client will provide GHS with GHS's preferred method of electronic access to the information necessary to collect the fees and fines that are subject to this contract through adequate ports and bandwidth necessary.

III.

GHS is to refer all payments and correspondence directly to the courts that have assessed or levied the fees and fines being collected pursuant to this contract. GHS reserves the right to return all accounts not collected within one (1) year of referral by Client, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

IV.

For the Collection of Fees and Fines, Client agrees to pay GHS, as compensation for the collection services provided the following fees:

- 1) Twenty percent (20%) of the imposed fees and fines on all Unadjudicated offenses committed on or before June 18, 2003.
- 2) Thirty percent (30%) of the imposed fees and fines on all adjudicated offenses regardless of the date of the offense as provided by Article 103.0031, Texas Code of Criminal Procedure.
- 3) Thirty percent (30%) of the imposed fees and fines on all Unadjudicated offenses occurring after June 18, 2003 as provided by Article 103.0031, Texas Code of Criminal Procedure.
- 4) In the event any fines and fees are disposed of through the performance of community service, credit for jail time served, or the discretionary removal of fines and fees pursuant to Article 45.0491, Texas Code of Criminal Procedure, no compensation shall be paid to GHS.

All compensations shall become the property of GHS at the time of payment. Client shall pay over said funds on a monthly basis by check.

V.

GHS agrees to use its best efforts to collect the delinquent accounts turned over to it and to provide advice to Client on the delinquent accounts as requested by Client.

VI.

This contract shall commence on the _____ day of _____, 2020, and be in effect for a period of three (3) years after which it shall automatically renew on an annual basis. Either party to this agreement shall have the right to terminate this agreement, without cause, after the initial or any subsequent term by giving the other party ninety (90) days written notice of their desire and intention to terminate, provided that GHS shall have an additional six (6) months to complete work on all cases turned over to GHS prior to the notice of termination.

VII.

GHS HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

CLIENT AGREES THAT IN NO EVENT WILL GHS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY LOSS OF PROFITS OR REVENUE OR BUSINESS, EVEN IF GHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT FURTHER AGREES THAT THE MAXIMUM AMOUNT OF LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR GHS ARISING OUT OF THIS AGREEMENT WILL NOT BE GREATER THAN THE AMOUNT OF FEES SET PAID TO GHS AS SET FORTH HEREIN.

VIII.

This contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this contract shall be in the appropriate courts in Hopkins County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality 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, illegal or unenforceable provision(s) had never been a part of this contract.

IX.

In consideration of the terms and compensation herein stated, GHS hereby accepts said employment and undertakes performance of said contract as set forth above.

This contract is executed on behalf of Client by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement by the signature of their duly authorized representatives below.

13-Bearcat LLC
(Graves Humphries Stahl, LTD)

Tyler County, Texas

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____