

AGREEMENT FOR COURT COLLECTION SERVICES

THIS AGREEMENT FOR COURT COLLECTION SERVICES ("Agreement") is made and entered into on the ____ day of _____, 2022 ("Effective Date") by and between __Tyler County__, Texas ("Client") and i3-Bearcat, LLC dba Graves Humphries Stahl, LTD ("GHS").

WHEREAS, Client desires that GHS provide services ("Services") 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 ("Fines and Fees").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Fines and Fees will 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 Agreement through adequate ports and bandwidth
2. GHS will refer all payments and correspondence directly to the courts that have assessed or levied the Fines and Fees. GHS reserves the right to return all accounts not collected within one (1) year of referral by Client, and any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this Agreement.
3. For the Services, Client agrees to pay GHS, the following compensation ("Compensation"):
 - a) Twenty percent (20%) of the imposed Fines and Fees on all unadjudicated offenses committed on or before June 18, 2003.
 - b) Thirty percent (30%) of the imposed Fines and Fees on all adjudicated offenses regardless of the date of the offense as provided by Article 103.0031, Texas Code of Criminal Procedure.
 - c) Thirty percent (30%) of the imposed Fines and Fees on all Unadjudicated offenses occurring after June 18, 2003 as provided by Article 103.0031, Texas Code of Criminal Procedure.
 - d) 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 will be paid to GHS.
 - e) All Fines and Fees will become the property of GHS at the time of payment. Client will pay over said funds on a monthly basis by check.
4. This Agreement will commence on the Effective Date and be in effect for a period of three (3) years after which it will automatically renew on an annual basis. Either party to this agreement will 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 will have an additional six (6) months to complete work on all cases turned over to GHS prior to the notice of termination.
5. GHS HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
6. CLIENT AGREES THAT IN NO EVENT WILL GHS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY LOSS 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 TO GHS IN ANY CONSECUTIVE 12 MONTH PERIOD.
7. This Agreement is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Agreement will be in the appropriate courts in Hopkins County, Texas.
8. In the event that any provision(s) of this Agreement will for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) will not affect any other provision(s) of this Agreement, and it will further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this Agreement.

9. This Agreement 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. This Agreement cannot be transferred or assigned by either party without the written consent of all parties.

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

GHS:

Client:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____