

STATE OF TEXAS            §  
                                          §  
COUNTY OF CAMERON    §

CONTRACT FOR COURT FEES AND FINES COLLECTION SERVICES

THIS CONTRACT is made and entered into by and between the **COUNTY OF CAMERON**, acting herein by and through its governing body, hereinafter styled COUNTY, and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**, hereinafter styled FIRM. This CONTRACT creates an attorney-client relationship between FIRM and COUNTY.

I.

COUNTY 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 pursuant to the terms and conditions described in this contract, and to give quarterly reports to the Cameron County Commissioners Court of such collections. This contract supercedes 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.

II.

COUNTY agrees to refer all delinquent accounts by electronic or magnetic medium, in the specified format, to FIRM for collection, on or about the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of each month. *An account is considered delinquent when not paid within sixty (60) days of the scheduled appearance date (if the defendant failed to appear), or any granted extension, or from the date of conviction or judgment, or other court specified due date.* COUNTY will provide FIRM with copies of, or access to, the information and documentation necessary to collect the fees and fines that are subject to this contract. Should it become necessary for FIRM to provide computer hardware, software, programming services and/or in-house personnel to COUNTY, in order for this contract to be performed, a separate agreement and fee structure shall be negotiated and agreed to in writing by both parties hereto.

III.

FIRM 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. FIRM reserves the right to return all accounts not collected within one (1) year of referral by COUNTY, 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.

FIRM shall indemnify and hold 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 attorneys fees, which may arise as a result of FIRM'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 COUNTY, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of COUNTY and FIRM, 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.

As compensation for legal and collection services provided pursuant to this contract, COUNTY agrees to pay to FIRM a thirty-percent (30%) contingent fee of the total amounts actually collected by the COUNTY on those accounts that are referred to FIRM by the COUNTY for collection. This contingent fee will not be calculated upon any legislative reimbursement fee that COUNTY may authorize and submit for collections. For any accounts referred to the FIRM upon which the legislative collection fee (as authorized by CCP 103.0031) does not apply, the COUNTY agrees to pay to FIRM a fifteen-percent (15%) contingent fee of the total amounts actually collected by the COUNTY on those accounts. All compensation shall become the property of FIRM at the time of payment. COUNTY shall pay over said funds on a monthly basis by check or wire transfer. COUNTY agrees to pay the fee payable under this contract no later than the 30<sup>th</sup> day following the end of the calendar month within which the fee is paid to COUNTY.

#### VI.

The initial term of this contract is two (2) years, beginning June 1, 2004, and shall thereafter continue on a month-to-month basis. COUNTY reserves the option to extend the initial term of the contract for two additional two-year periods, with the contract thereafter continuing on a month-to-month basis. Either party may, without cause, terminate this contract by giving the other party thirty (30) days written notice of its intent to terminate the contract.

#### VII.

For purposes of sending notice under the terms of this contract, all notices from COUNTY 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  
or  
1949 South IH 35  
Austin, Texas 78741

VIII.

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, 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.

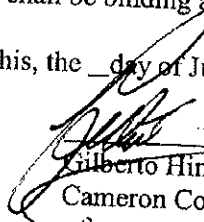
IX.

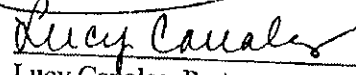
In consideration of the terms and compensation herein stated, FIRM hereby accepts said employment and undertakes performance of said contract as set-forth above.

This contract is executed on behalf of 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.

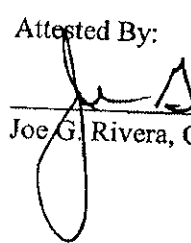
This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the \_\_\_ day of June, 2004.

  
\_\_\_\_\_  
Gilberto Hinojosa, County Judge  
Cameron County

  
\_\_\_\_\_  
Lucy Canales, Partner  
Linebarger, Goggan, Blair & Sampson, LLP

Attested By:

  
\_\_\_\_\_  
Joe G. Rivera, County Clerk

