

copy to  
andy  
8/9/07

## FOR COURT FEES AND FINES COLLECTION SERVICES

STATE OF TEXAS

COPY

COUNTY OF HAMILTON

THIS CONTRACT is made and entered into by and between Hamilton County acting herein by and through its governing body, hereinafter called County, and Graves Humphries Stahl, LTD. hereinafter called GHS.

## I.

County agrees to employ and does hereby employ GHS to enforce the collection of delinquent court fees and fines in County's Justice of the Peace Courts pursuant to the terms and conditions described in this contract. This contract supercedes 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.

County agrees to refer delinquent accounts by electronic or magnetic medium to GHS for collection as such accounts become delinquent pursuant to Article 103.0031, Texas Code of Criminal Procedure, and free from prior contractual obligations. County will provide GHS with electronic access to the information necessary to collect the fees and fines that are subject to this contract.

## 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 to County, 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.

County agrees to pay GHS (1) twenty percent (20%) of the collected fees and fines referred to GHS by County imposed on all un-adjudicated offenses committed on or before June 18, 2003; and (2) thirty percent (30%) of the collected fees and fines referred to GHS by County imposed on all adjudicated offenses occurring on or before June 18, 2003; and (3) thirty percent (30%) of the collected fees and fines referred to GHS by County imposed on all offenses occurring after June 18, 2003; The 30% shall be added to the amount owed by a defendant that is more than 60 days past due pursuant to Article 103.0031, Texas Code of Criminal Procedure. Pursuant to law, GHS cannot collect from a defendant the percentage referred to above if the defendant has been determined by the

court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. County shall remit payment to GHS 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 County on the delinquent accounts as requested by County.

VI.

This contract shall commence on \_\_\_\_\_ and end on \_\_\_\_\_ or when both parties mutually agree; provided, however, that either party to this agreement shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement; and further provided that GHS shall have an additional six (6) months to complete work on all cases turned over to it prior to the notice of termination.

VII.

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 Hamilton 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.

VIII.

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

IX.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

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 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 signature of all parties hereto this, the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

HAMILTON COUNTY

By: \_\_\_\_\_  
County Judge

GRAVES HUMPHRIES STAHL, LTD.

By: \_\_\_\_\_

noted  
2/21/07

## FOR COURT FEES AND FINES COLLECTION SERVICES

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court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. County shall remit payment to GHS 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 County on the delinquent accounts as requested by County.

## VI.

This contract shall commence on OCTOBER 1, 2007 and end on SEPTEMBER 30, 2008 or when both parties mutually agree; provided, however, that either party to this agreement shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement; and further provided that GHS shall have an additional six (6) months to complete work on all cases turned over to it prior to the notice of termination.

## VII.

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 Hamilton 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.

## VIII.

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

## IX.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

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 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 signature of all parties hereto this, the 27<sup>th</sup> day of AUGUST, 2007.

HAMILTON COUNTY

By: Randy Mill  
County Judge

GRAVES HUMPHRIES STAHL, LTD.

By: [Signature]

Amendment to Court Fees and Fines Collections Services

State of Texas

County of Hamilton

The purpose of this agreement is to amend the term of any and all contracts titled "Contract for Court Fees and Fines Collections Services" by and between Hamilton County and Graves Humphries Stahl, Limited. This agreement shall amend section VI of said contract(s) to read as follows:

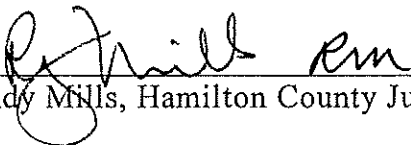
VI.

This contract shall commence on April 12, 2010, and be in effect for a period of three (3) years. At any time during the life of this agreement, Hamilton County shall have the right to terminate this agreement by providing Graves Humphries Stahl, Ltd., with thirty (30) days written notice of their desire and intention to terminate this agreement. It is further provided that Graves Humphries Stahl, Ltd., shall have an additional six (6) months to complete work on all cases turned over to it prior to the notice of termination.

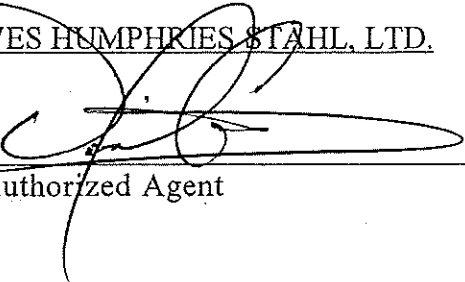
This amendment is executed on behalf of Hamilton County by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes.

WITNESS the signature of all parties hereto this, the 12th day of April, 2010.

HAMILTON COUNTY

By:   
Randy Mills, Hamilton County Judge

GRAVES HUMPHRIES STAHL, LTD.

By:   
Authorized Agent