

**RESOLUTION
TO
IMPOSE ADDITIONAL FEE FOR COLLECTION COSTS
ON FINES AND FEES**

WHEREAS, the Village of Salado, Texas has entered into a contract with a private attorney to provide legal services related to the collection of debts and accounts receivable including, unpaid court fines, fees, court costs, forfeited bonds, and restitution and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure ("Fines and Fees"); and,

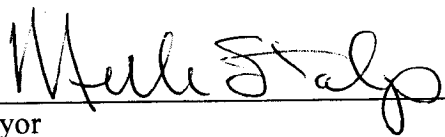
WHEREAS, Article 103.0031, Texas Code of Criminal Procedure, authorizes the governing body of a city that contracts with a private attorney for the collection of Fines and Fees to impose an additional collection fee in the amount of thirty percent on each Fine and Fee that is more than sixty days past due and has been referred to the attorney for collection; and,

WHEREAS, the City Council of the Village of Salado, Texas has determined that it is in the public interests to insure the prompt payment of delinquent Fines and Fees, as provided by Article 103.0031, Texas Code of Criminal Procedure,

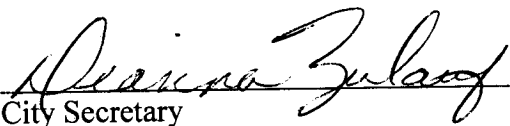
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE VILLAGE OF SALADO TEXAS THAT:

In accordance with Article 103.0031, Texas Code of Criminal Procedure, there shall be imposed on debts and accounts receivable including, unpaid court fines, fees, court costs, forfeited bonds, and restitution and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure that are more than sixty days past due and have been referred to an attorney a collection fee of thirty percent of each said amount.

RESOLVED THIS 17 DAY OF September, 2009.



Mayor

ATTEST:


City Secretary

RESOLUTION

370
17/9/2009

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ON FINES AND FEES

WHEREAS, the Village of Salado, Texas has entered into a contract with a private attorney to provide legal services related to the collection of debts and accounts receivable including, unpaid court fines, fees, court costs, forfeited bonds, and restitution and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure ("Fines and Fees"); and,

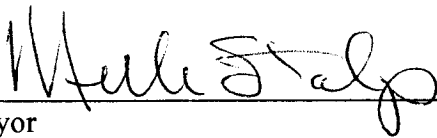
WHEREAS, Article 103.0031, Texas Code of Criminal Procedure, authorizes the governing body of a city that contracts with a private attorney for the collection of Fines and Fees to impose an additional collection fee in the amount of thirty percent on each Fine and Fee that is more than sixty days past due and has been referred to the attorney for collection; and,

WHEREAS, the City Council of the Village of Salado, Texas has determined that it is in the public interests to insure the prompt payment of delinquent Fines and Fees, as provided by Article 103.0031, Texas Code of Criminal Procedure,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE VILLAGE OF SALADO TEXAS THAT:

In accordance with Article 103.0031, Texas Code of Criminal Procedure, there shall be imposed on debts and accounts receivable including, unpaid court fines, fees, court costs, forfeited bonds, and restitution and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure that are more than sixty days past due and have been referred to an attorney a collection fee of thirty percent of each said amount.

RESOLVED THIS 17 DAY OF September, 2009.



Mayor

ATTEST:



City Secretary

**CONTRACT FOR COLLECTION
OF
DELINQUENT MUNICIPAL COURT FINES AND FEES**

STATE OF TEXAS

§

COUNTY OF BELL

§

§

THIS CONTRACT is made and entered into by and between the **VILLAGE OF SALADO, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

I.

The City agrees to retain and does hereby retain MVBA to provide legal services related to the enforcement of the collection of delinquent municipal 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").

II.

For purposes of this contract all Fines and Fees shall be referred to MVBA when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure.

At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA with copies of, or access to, the information and documentation necessary to collect the Fines and Fees that are subject to this contract. The City shall furnish the information to MVBA by electronic transmission or magnetic medium. The City shall be responsible for the receipt of the payment of all fines and fees pursuant to this contract.

III.

MVBA shall forward all cashier checks or money order payments made payable to the City and any correspondence from defendants directly to the City. Cashier checks or money order payments made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may also collect the amount due from the defendant by credit card or electronic draft which is deposited directly into the MVBA Trust Account. MVBA shall remit to the City all payments in full received into the MVBA Trust Account, at least twice a month, along with an invoice detailing the docket number, name of defendant, amount paid to MVBA or Court, MVBA fee percentage and fees earned for each case.

IV.

MVBA shall indemnify and hold the City 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 attorney's fees, which may arise as a result of MVBA'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 the City, its officers, agents, employees or contractors.

And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, 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.

For the collection of Fines and Fees, the City agrees to pay to MVBA, as compensation for the legal services rendered the following fees:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, a fee of fifteen percent (15%) of the amount collected by the Court on those cases in which the data files are transmitted to MVBA by electronic media.
2. For those Fines and Fees imposed against Adjudicated Offenses regardless of the date of the offense, and against Unadjudicated Offenses that occurred on or after June 18, 2003, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the Court as provided by Article 103.0031 of the Code of Criminal Procedure on those cases in which the data files are transmitted to MVBA by electronic media.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the City.

MVBA shall remit to the City all payments in full, at least twice a month, along with appropriate documentation to facilitate processing of the payments by the court for paid cases and will include the amount of the fees due the Firm.

All fees shall become the property of MVBA at the time of payment. The City shall pay to MVBA said fees on a monthly basis by check.

VI.

MVBA reserves the right to return to the City all accounts not collected within one (1) year of referral by the City, or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract on these accounts.

VII.

The initial term of this contract is two years, beginning on the 1 day of October, 2009, with the City having an option to renew for an additional two one year periods. Either party may, without cause, terminate this contract at the end of the initial contract term or thereafter by giving the other party written "Notice of Termination of Contract" at least thirty (30) days prior to the intended termination date.

In the event that the City terminates this contract, MVBA shall be entitled to continue its collection activity on all accounts previously referred to MVBA for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph VII

of this contract for all amounts collected on accounts referred to MVBA. The City may, at its discretion, refer additional accounts to MVBA after notice of termination has been received by MVBA. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA.

VIII.

For purposes of sending notice under the terms of this contract, all notices from the City shall be sent to MVBA by certified United States mail, McCreary, Veselka, Bragg & Allen, P.C., Attention: Harvey M. Allen P. O. Box 1310, Round Rock, Texas 78680-1310, or delivered by hand or by courier, and addressed to: 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664, and all notices to the City shall be sent by certified United States mail to the Mayor, Village of Salado, P.O. Box 219 Salado, Texas 76571 or delivered by hand or courier to the Village of Salado, Attention: Mayor, 301 N Stagecoach Rd, Salado, Texas 76571.

IX.

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 or unenforceable, the invalidity 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 or unenforceable provision(s) had never been a part of this contract.

X.

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

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.

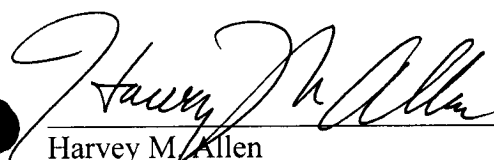
WITNESS the signatures of all parties hereto this, the 17 day of Sept, A.D. 2009.

VILLAGE OF SALADO, TEXAS



Mayor

McCREARY, VESELKA, BRAGG & ALLEN, P.C.



Harvey M. Allen
Attorney at Law

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Steve Whigham
McCreary, Veselka, Bragg...
PO Box 1310
Round Rock, Tx. 78664

2. Article Number

(Transfer from service label)

7004 1350 0003 3626 1797

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Bill Mansfield* Agent Addressee

B. Received by (Printed Name)

Bill Mansfield

C. Date of Delivery

9-24-09

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

RECEIVED

SEP 28 2009

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

**VILLAGE OF SALADO
P.O. BOX 219
301 N. STAGECOACH RD.
SALADO, TEXAS 76571**