

Approved

Commissioners Court

JUL 25 2016

July 25, 2016

C.M.R.R.R. # _____

Graves Humphries Stahl, Ltd.
Attn: Tory Humphries
1110 Enterprise Drive
Sulphur Springs, Texas 75482

Re: Continuation of Contract between Johnson County, Texas and Graves Humphries Stahl, Ltd for collection of delinquent JP fines and fees.

Dear Mr. Humphries:

As you know Johnson County is in the process of transitioning to new software and information technology services. Consequently at some future date we will not be utilizing Grave Humphries Stahl, Ltd (GHS) for collection of delinquent fines and fees on behalf of the Justice of the Peace Courts in Johnson County, Texas. Johnson County previously sent to you a letter dated March 28, 2016 notifying you that Johnson County was terminating the contract effective June 30, 2016. Due to unforeseen circumstances, Johnson County wants to continue to contract with GHS on a month to month basis. Dan Milam, IT Director for Jonson County, has indicated that GHS is agreeable to continue contracting with Johnson County on a month to month basis under the same terms and conditions of the contract that was signed on June 22, 2015 and ended on June 30, 2016. Attached to this letter as Exhibit "A" is a copy of the contract titled For Court Fees and Fines Collection Services that was executed on June 22, 2015 and effective from July 1, 2015 to June 30, 2016.

I would ask that a representative of GHS sign this letter indicating agreement with continuing to contract with Johnson County on a month to month basis under the same terms and conditions as the contract attached hereto as Exhibit A. Please return the same to me at 2 North Main Street, Cleburne, Texas 76033.

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Graves Humphries Stahl, Ltd.
Attn: Tory Humphries
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I appreciate your cooperation in this matter. If you have any questions, please let me know.

Sincerely,

Judge Roger Harmon

Cc: Judge Johnny Bekkelund
Judge Pat Jacobs
Judge Jeff Monk
Judge Ronald McBroom
Bill Moore, County Attorney
Dan Milam, Information Technology

GHS

By the signature below, GHS agrees with the continuation of the contract between GHS and Johnson County on a month to month basis under the same terms and conditions as set forth in Exhibit "A"



Signature

Printed Name

Title

Scott Stahl

Vice President

FOR COURT FEES AND FINES COLLECTION SERVICES

STATE OF TEXAS

COUNTY OF JOHNSON

THIS CONTRACT is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas, 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 through FTP and Telnet transmissions 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 access to the information necessary to collect the fees and fines that are subject to this contract through adequate ports and bandwidth necessary for FTP and Telnet transmissions.

III.

GHS is to refer all payments and correspondence directly to the Justice of the Peace 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 July 1, 2015 and end June 30, 2016 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.

For purposes of sending notices under the terms of this contract, all notices from County shall be sent to GHS by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Graves Humphries Stahl, LTD
Attn: Tory Humphries
1110 Enterprise Drive
Sulphur Springs, Texas 75482

VIII.

GHS agrees to indemnify and hold harmless, without limitation, County, and its elected officials, employees, agents, successors, and assigns, from and against any and all suits, liabilities, claims, demands, damages, judgments, expenses or causes of action of whatever nature, and to reimburse County, its elected officials, employees, agents, successors, and assigns with respect to any and all suits, liabilities, claims, demands, damages, judgments, expenses or causes of action of whatever nature, specifically including, but not limited to, reasonable attorney's fees and costs of suit paid or incurred by County, its elected officials, employees, agents, successors, and assigns, asserted by others and related, directly or indirectly, to GHS's actions in the collection of delinquent court fees and fines of County's Justice of the Peace Courts and that are caused by or arise in any manner out of an act, omission or negligence of GHS, its agents, employees, representatives or any other person under GHS's control or acting at GHS's direction.

The obligation of NET Data to indemnify County, its elected officials, employees, agents, successors, and assigns pursuant to this section VIII shall survive the termination or expiration of this contract. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IX.

GHS agrees to maintain in full force and effect during the term of this contract General Liability Insurance, the limits of liability of which shall not be less than One Million (\$1,000,000.00). The above insurance shall provide that County will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this section IX shall contain a waiver of subrogation against the County and shall name the County as an additional insured, and shall be primary over any insurance coverage in favor of County but only with respect to and to the extent of the insured liabilities assumed by GHS under this contract.

X.

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 Johnson County, Texas.

XI.

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

XII.

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 is executed on behalf of GHS by its properly authorized official, agent, or officer and has the authority necessary to execute this contract and further certifies that any resolution necessary to create such authority has been duly passed and is now in full force and effect.


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 22nd day of June, 2015.

JOHNSON COUNTY

By: 
Roger Harmon, County Judge

Attest:


Becky Ivey, County Clerk

GRAVES HUMPHRIES STAHL, LTD.

By: 