

RESOLUTION # \_\_\_\_\_

**RESOLUTION PROVIDING FOR A FEE TO DEFRAY COSTS OF COLLECTING  
DELINQUENT FINES, FEES, AND OTHER DEBTS PURSUANT TO ARTICLE  
103.0031 OF THE TEXAS CODE OF CRIMINAL PROCEDURE**

STATE OF TEXAS           §  
CITY OF TATUM           §

WHEREAS, Article 103.0031 of the Texas Code of Criminal Procedure authorizes the **CITY COUNCIL for the CITY OF TATUM** to contract with a private attorney for the collection of the fees listed above and to impose an additional fee in the amount of thirty percent on each debt or account receivable that is more than sixty days past due and which has been referred to an attorney for collection; and

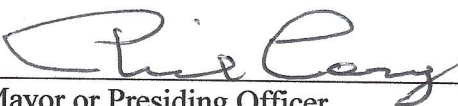
WHEREAS, the City Council for the **CITY OF TATUM** has determined that it is in the public interest to ensure the prompt payment of delinquent court imposed fines and fees as provided by Article 103.0031, Texas Code of Criminal Procedure; and

WHEREAS, **CITY OF TATUM**, pursuant to Article 103.0031, Texas Code of Criminal Procedure, has entered into a contract with a private attorney to provide services for the collection of debts and accounts receivables, i.e.: fines, fees, restitution, other debts, and costs ordered to be paid by a court serving the **CITY OF TATUM**,


**NOW THEREFORE BY IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF TATUM, TEXAS THAT:**

In accordance with Article 103.0031 of the Texas Code of Criminal Procedure, there shall be imposed an additional fee of thirty percent on all debts and accounts receivable, i.e.: fines, fees, restitution, other debts, and costs that are more than sixty days past due and have been referred to an attorney for collection.

Resolved this the 13 day of October, 2008.

  
\_\_\_\_\_  
Mayor or Presiding Officer  
City of Tatum

Attested by City Clerk:

  
\_\_\_\_\_



OCT 16 2008

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, Perdue 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. All compensation shall become the property of Perdue at the time of payment. City shall pay over said funds on a monthly basis by check.

V.

Perdue agrees to use its best efforts to collect the delinquent accounts turned over to it and to provide legal advice to City on the delinquent accounts as requested by City.

VI.

This contract shall commence on November 1, 2008, and end 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 Perdue 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 notice under the terms of this contract, all notices from City shall be sent to Perdue by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott L.L.P.  
Attn: Tab Beall

**BY US MAIL:**  
P.O. Box 2007  
Tyler, Texas 75710-2007

**BY COURIER DELIVERY:**  
305 S. Broadway, Suite 200  
Tyler, Texas 75702

VIII.

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 Rusk 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.

IX.

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

X.

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 City 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 13<sup>th</sup> day of October, 2008.

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**CITY OF TATUM**

P.O. Box 1105

Tatum, Texas 75691

By:

Phil Long, Mayor

**PERDUE, BRANDON, FIELDER, COLLINS & MOTT L.L.P.**

PO Box 2007

Tyler, Texas 75710-2007

By:

Tab Beall  
Tab Beall, Partner  
For the Firm



# CONTRACT FOR COURT FEES AND FINES COLLECTION SERVICES

STATE OF TEXAS

§

§

COUNTY OF RUSK

§

THIS CONTRACT is made and entered into by and between the **CITY OF TATUM, TEXAS**, acting herein by and through its governing body, hereinafter called "City", and **Perdue, Brandon, Fielder, Collins & Mott L.L.P.**, hereinafter called "Perdue".

## I.

City agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fees and fines 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.

City agrees to refer all delinquent accounts by electronic or magnetic medium, in the specified format, to Perdue for collection on or about the first (1<sup>st</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. City will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fees and fines that are subject to this contract.

## III.

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

City agrees to pay to Perdue: (1) twenty percent (20%) of the collected fees and fines referred to Perdue by City imposed on all unadjudicated offenses committed on or before June 18, 2003; (2) thirty percent (30%) of the collected fees and fines referred to Perdue by City imposed on all adjudicated offenses committed on or before June 18, 2003; and (3) thirty percent (30%) of the collected fees and fines referred to Perdue by City imposed on all offenses occurring

OCT 16 2008