



# **FACSIMILE**

*From: Thomas M. Giamboi, President*

Municipal Services Bureau  
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**Date:** 9/20/2002  
**To:** Frank Salvato, City of Taylor  
**Fax Number:** 512-352-8483  
**Re:** Collection of Delinquent Court Fines Contract  
**Pages:** 5

**Comments:**

Good morning, Mr. Salvato.

As per your request, the following is a draft of our standard agreement to collect delinquent court fines. It is the same document I had provided to Mr. Cunningham some time ago, but I understand that he is presently on vacation.

Please don't hesitate to contact me with any questions!

## AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between Gila Corporation, d/b/a Municipal Services Bureau, a Texas Corporation [hereinafter, "MSB"], and the City of Taylor, Texas [hereinafter, the "City"], who agree as follows:

### I. ADMINISTRATIVE RESPONSIBILITIES

A. Defendant Contact. MSB will mail notices, telephone or otherwise contact Defendants with outstanding cases with the City in order to attempt to notify Defendants of their obligation with the City. The purpose of the contact is to offer Defendants the opportunity to resolve their obligation voluntarily, before further action is contemplated by the City. The City will provide the name and last known address of the Defendants, all information regarding the date(s) of the alleged violation(s), the date judgment was entered against the Defendants in the court having jurisdiction over the matter or the date the citation was filed, and the amount of any such fine(s). When appropriate, MSB will attempt to locate Defendants when the last known address is invalid.

B. Correct Information. MSB will rely completely on the City to provide correct information about the Defendants' existing cases and, specifically, about any dollar amount in question, and the City will immediately update and correct any information it has provided to MSB. In particular, the City will immediately notify MSB of any payment or other satisfaction of judgment made directly to the City or any other action affecting the amount or timing of monies owed by the Defendants to the City.

C. Accounts Returned. The City will allow MSB a minimum of 180 days to contact a Defendant about their case. This time period will begin with the first day of the following month in which the account was referred to MSB. Upon request by the City, MSB will cease contacting a Defendant whose case remains outstanding at that time.

D. Defendants Referred to the City. MSB will refer Defendants who wish to resolve their obligation with the City other than by payment to the person designated by the City to respond to the Defendants' request.

II. COMMISSIONS ON FINES COLLECTED.

A. Basic Commission Rate. As provided by Texas statutes, 30.00 percent may be added by the City to the total amount due on all cases more than 60 days past due and referred to MSB for collection. The City may also instruct MSB to add the fee upon MSB's receipt of case information. It is at the City's sole discretion as to what cases are applicable to the 30.00 percent add-on. For all cases referred by the City to MSB for which the City is paid (in whole or in part), regardless of whether payment is accepted directly by the City or by MSB on the City's behalf, the City will pay to MSB, in Travis County, Texas, a 23.077 percent commission rate on the amount collected. Example: \$100 original balance x 30% = \$130. \$130 collected x 23.077% fee = \$30 fee.

B. Notification of Collections. MSB will notify the City daily of any monies it receives from Defendants towards payments of fines. The City, through the Municipal Court, may then accept or reject the payment offered by the Defendant. By the fifteenth of each month, MSB will provide detailed reporting to the City to identify all cases known to be resolved during the prior month and to remit monies collected on the City's behalf. MSB makes no warranties or representations, expressed or implied, about the amount of funds that will be collected and MSB shall have no liability for any amounts uncollected. The only liability of MSB will be to forward any funds collected to the City, subject to MSB retaining its commission amount. The City authorizes MSB to endorse negotiable instruments made payable to the City and provided to MSB in payment of fines collected and to deduct commissions due on those fines paid directly to MSB from amounts collected by MSB. If MSB is required to invoice the City for commissions due, the City agrees to review the invoice and forward payment to MSB within 30 days of receipt of the invoice.

III. TERM OF AGREEMENT.

This Agreement will remain in full force and effect until terminated by either party in writing to the other at the addresses set out in this section. If the Agreement is terminated, any case information then held by MSB will be returned to the Court 90 days after the date of termination.

Notices to MSB: Municipal Services Bureau  
5912 Balcones Drive, Suite 100  
Austin, Texas 78731

Notices to Court: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. OTHER PROVISIONS.

A. Indemnification. To the extent permitted by applicable law, MSB will indemnify and hold harmless the City from and against any and all loss, damages, liability, claims or injury resulting from all actions performed by MSB or its agents on MSB's behalf in connection with this Agreement; provided, however, that this Agreement shall not apply with respect to any erroneous information furnished to MSB by the City nor shall it apply to any act or omission of the City.

B. Applicable Law. This Agreement will be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties to this Agreement have signed and delivered this Agreement on the day and year first above written.

MUNICIPAL SERVICES BUREAU:

\_\_\_\_\_

By: Thomas M. Giamboi, President

CITY:

\_\_\_\_\_

By: .....

Its \_\_\_\_\_ and representative duly authorized to execute this Agreement.

**Please transfer to your letterhead:**

**Date**

**To Whom It May Concern:**

**Municipal Services Bureau is an authorized agent for the City of \_\_\_\_\_ with regards to contacting Defendants with outstanding Municipal Court citations and warrants and collection thereof. Please accept their efforts on our behalf.**

**Sincerely,**

**Name**

**Title (Judge, Chief of Police, Mayor,  
or City Administrator, please)**