

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, Johnson County, will consider entering into a contingent fee contract with the law firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. ("Firm") and hereby posts this notice pursuant to Sec. 2254.1036 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

A. Johnson County is entering into a contract with the Firm for the collection of delinquent fines and fees owed to the Johnson County Justices of the Peace and through this contract Johnson County seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).

B. Johnson County believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for over 50 years. The Firm currently has 12 primary offices and multiple satellite offices throughout Texas, Oklahoma and Florida. It employs more than 400 individuals, including 52 attorneys. It uses a multi-office, fully integrated team approach allowing Johnson County access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need Johnson County may have.

C. The nature of any relationship between Johnson County and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C).

The Firm represents Johnson County in the collection of delinquent taxes and delinquent fines and fees due to the District and County Courts and has previously represented Johnson County in the collection of delinquent fines and fees/tolls for the Justice Courts.

D. Johnson County is unable to collect its delinquent fines and fees. GOVT. CODE § 2254.1036(1)(D). Johnson County currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services, and acquiring these will result in substantial expense to Johnson County.

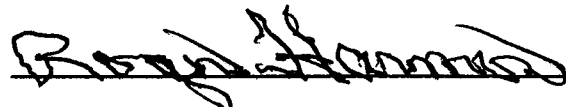
E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Criminal Procedure/Transportation Codes allow the assessment of a percentage-based fee to recover the costs of collecting delinquent fines and fees. These percentage-based fees are assessed only against the debtor and not Johnson County or the taxpayers of Johnson County. The collection of delinquent fines and fees is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amounts of delinquent fines and fees due.

Moreover, Johnson County will bear the cost of these hourly fees and not the debtor, because the Criminal Procedure/Transportation Codes do not expressly authorize the County to pay for collection services based on an hourly fee.

F. The County believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless of the number of hours the Firm spends researching, contacting and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to Johnson County or taxpayers in Johnson County.

NOW THEREFORE, be it resolved, this Commissioners Court, for the reasons stated above, hereby seeks to enter into a contingent fee contract between Johnson County and the law firm of Perdue, Brandon, Fielder, Collins and Mott, LLP for the collection of delinquent fines and fees.

Executed this the 9 day of April, 2020.



On Behalf of the Commissioners Court

Johnson County, Texas
POSTED

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APR 09 2020

Agenda Item:

Becky Ivey, Johnson County Clerk

By: 22, Deputy

Take action to approve a contingent fee contract with Perdue, Brandon, Fielder, Collins and Mott, LLP pursuant to Article 103.0031 of the Code of Criminal Procedure, said contract being for the collection of delinquent government receivables owed to the Justice Courts of Johnson County.