

NOV 12 2019

Approved

**REQUEST FOR AGENDA PLACEMENT FORM**

Submission Deadline - Tuesday, 12:00 PM before Court Dates

**SUBMITTED BY:** Ralph McBroom  
**TODAY'S DATE:** November 1, 2019

**DEPARTMENT:** Purchasing

**SIGNATURE OF DEPARTMENT HEAD:**

**REQUESTED AGENDA DATE:** November 12, 2019

**SPECIFIC AGENDA WORDING:** Consideration to cancel contract for Collection of Delinquent Court Fines and Fees assessed by the Justice Courts of Johnson County with McCreary, Veselka, Bragg and Allen, P.C., "MVBA".

**PERSON(S) TO PRESENT ITEM:** Ralph McBroom C.P.M.

**SUPPORT MATERIAL:** (See attached)

<b>TIME: 5 min</b>	<b>ACTION ITEM: X</b>
(Anticipated number of minutes needed to discuss item)	<b>WORKSHOP</b>
	<b>CONSENT:</b>
	<b>EXECUTIVE:</b>

**STAFF NOTICE:**

**COUNTY ATTORNEY: X**  
**AUDITOR:**  
**PERSONNEL:**  
**BUDGET COORDINATOR:**

**IT DEPARTMENT:**  
**PURCHASING DEPARTMENT:**  
**PUBLIC WORKS:**  
**OTHER:**

\*\*\*\*\*This Section to be completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_

JOHNSON COUNTY COMMISSIONERS COURT

Filed For Record 8:33

JUL 28 2015



Becky Ivey  
County Clerk, Johnson County Texas  
BY W.D.S. DEPUTY

RICK BAILEY  
Commissioner Pct. #1

ROGER HARMON  
County Judge

JERRY D. SPRINGER  
Commissioner Pct. #3

KENNY HOWELL  
Commissioner Pct. #2

Alison Hitchcock  
Assistant to Commissioner's Court

LARRY WOOLLEY  
Commissioner Pct. #4

THE STATE OF TEXAS  
  
COUNTY OF JOHNSON

§  
§  
§

ORDER #2015-27

**COMMISSIONERS COURT GRANTING AN EXEMPTION UNDER SECTION 262.024, LOCAL GOVERNMENT CODE, FROM THE BIDDING REQUIREMENTS OF SECTION 262.023, LOCAL GOVERNMENT CODE, UPON THE COMMISSIONERS COURT FINDING THAT THE REPRESENTATION OF MCCREARY, VESELKA, BRAGG, AND ALLEN, P.C. IS FOR A PROFESSIONAL SERVICE**

The Johnson County Commissioners Court met on July 27, 2015 in regular session for the consideration of representation by McCreary, Veselka, Bragg, & Allen, P.C. The Commissioners Court finds that this representation is for a professional service and that the Commissioners Court may grant an exemption under Section 262.024, Local Government Code, from the competitive bidding requirements of Section 262.023, Local Government Code.

A motion was made by Commissioner Bailey and seconded by Commissioner Woolley that: "The Commissioners Court find the representation by McCreary, Veselka, Bragg, & Allen, P.C. for the collection of delinquent court fees and fines is for a professional service and that the Commissioners Court grant an exemption under Section 262.024, Local Government Code, from the competitive bidding requirements of Section 262.023, Local Government Code, and enter an order to that affect, and that the Commissioners Court approve the representation by McCreary, Veselka, Bragg, & Allen, P.C. for the collection of delinquent court fees and fines.

Said motion was approved by a vote of the Commissioners Court on the 27<sup>th</sup> day of July, 2015.

**NOW THEREFORE BE IT RESOLVED AND ORDERED:**

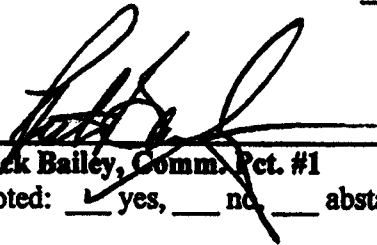
The Commissioners Court of Johnson County, Texas does hereby enter this order granting an exemption under Section 262.024, Local Government Code, from the bidding requirements of Section 262.023, Local Government Code, upon the Commissioners Court finding that the representation by McCreary, Veselka, Bragg, & Allen, P.C. for the collection of delinquent court fees and fines is a professional service.

**WITNESS OUR HAND THIS THE 27<sup>th</sup> DAY OF JULY, 2015.**



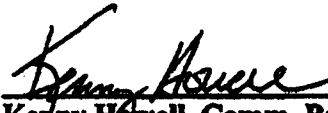
**Roger Harmon, Johnson County Judge**

Voted:  yes, \_\_\_ no, \_\_\_ abstained



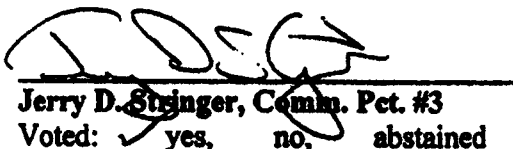
**Rick Bailey, Comm. Pct. #1**

Voted:  yes, \_\_\_ no, \_\_\_ abstained



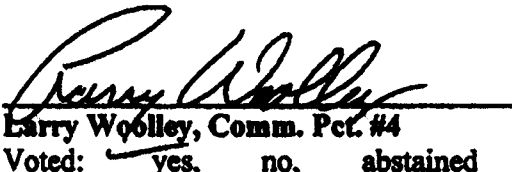
**Kenny Howell, Comm. Pct. #2**

Voted:  yes, \_\_\_ no, \_\_\_ abstained



**Jerry D. Stringer, Comm. Pct. #3**

Voted:  yes, \_\_\_ no, \_\_\_ abstained



**Larry Woolley, Comm. Pct. #4**

Voted: \_\_\_ yes, \_\_\_ no, \_\_\_ abstained

**ATTEST:**



**Becky Ivey, County Clerk**



**CONTRACT FOR COLLECTION OF DELINQUENT COURT FINES AND FEES  
ASSESSED BY THE JUSTICE COURTS  
OF  
JOHNSON COUNTY, TEXAS**

STATE OF TEXAS

§

COUNTY OF JOHNSON

§

§

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

**I.**

The County agrees to retain and does hereby retain MVBA to provide legal services related to the enforcement of the collection of delinquent justice 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 may 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 County 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 County shall furnish the information to MVBA by electronic transmission or magnetic medium.

**III.**

MVBA shall forward to the County all cashier's checks or money orders received by MVBA made payable to the County and any correspondence from defendants. Cashier's checks or money orders received by MVBA which are made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may collect the amount due from the defendant by credit card or electronic draft which funds shall be deposited into the MVBA Trust Account. MVBA shall remit to the County, semi-monthly, all funds deposited into the MVBA Trust Account which pay the entire balance of a fines and fees account, along with an invoice detailing the docket number, name of defendant, amount paid by the defendant to MVBA or directly to the County and the MVBA fee percentage and fees earned for each case. The remittance from MVBA to the County shall include the fees earned by MVBA on the fines and fees collected.

The County shall be responsible for the posting to the records of the County the payment of all fines and fees and accounts receivable collected pursuant to this contract.

#### IV.

MVBA shall indemnify and hold the County 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 County, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the County 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 County 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, there is no fee due (0%) MVBA on the amount collected by the Court on those cases.
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 County.

All compensation due to MVBA shall become the property of MVBA at the time of payment of the fines and fees by the defendant. The County shall pay to MVBA said compensation on a monthly basis by check.

#### VI.

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

## VII.

The initial term for the collection services pursuant to this contract is two years, beginning on the date that the County furnishes to MVBA the information and/or documentation required by Paragraph II of this contract, but in no event will the services begin later than October 1, 2016 and the term shall automatically renew and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions. Either Party to this Contract shall have the right to terminate this Contract by giving the other Party thirty (30) days written notice of their desire and intention to terminate this Contract.

The parties recognize that the County is currently utilizing the services of GHS to perform collection services as described in this Contract. The parties further recognize the purpose of executing this contract at this time is to enable MVBA, Johnson County and Tyler Technologies to perform the necessary tasks to facilitate the electronic transfer of data for the collection services pursuant to this contract. This contract does not contemplate or require that Johnson County begin sending data or accounts to MVBA or breach Johnson County's current contract with GHS or terminate Johnson County's current contract with GHS prior to October 1, 2016.

In the event that the County 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 V of this contract for all amounts collected on accounts referred to MVBA. The County 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 County by MVBA.

Notwithstanding any provision contained herein to the contrary, MVBA shall consult with the Information Technology Department of the County and Tyler Technologies during the installation of the Odyssey software in the Justice Courts and the conversion of the data of the Justice Courts from the existing software to the Odyssey software. MVBA shall receive no compensation for consulting with the Information Technology Department of the County and/or Tyler Technology during this installation and conversion process.

## VIII.

For purposes of sending notice under the term of this contract, all notices from the County shall be sent to MVBA by certified United States mail to the following address:

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 78664-2425. All notices to the County shall be sent by certified United States mail or delivered by hand or courier, to the following address:

County of Johnson, Texas  
Attention: County Judge  
Johnson County Courthouse  
#2 Main St  
Cleburne, Texas 76033

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 services provided include, but are not limited to, the following: Regular mailings and phone calls to defendants; Warrant Roundup notices, advertising and reporting; Multiple payment options for defendants, i.e. pay by phone (attended or unattended), pay online, pay by mail, using credit cards or electronic checks; Courtesy notices (14 day); Bad address correction (skip tracing); Omnibase reporting and clearances; NRVC reporting and clearance; Scofflaw services, flagging and clearing.

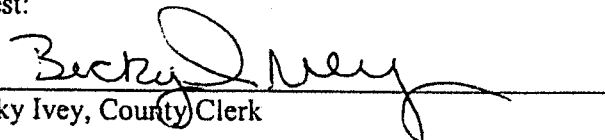
This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the 27<sup>th</sup> day of July, A.D. 2015.


COUNTY OF JOHNSON, TEXAS

  
Roger Harmon, County Judge

Attest:

  
Becky Ivey, County Clerk

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

  
Harvey M. Allen  
Attorney at Law 