

Notice of Public Hearing on a Proposal to enter into a Contingent Fee Contract for the Collection of court costs, fines, and fees that are due to the County and the state for the administration of the courts.

Pursuant to Section 2254.1036 of the Texas Government Code the following notice is given:

At a hearing open to public on September 24, 2019 during the regular session of Commissioners Court the following item will be considered:

Request to retain the law firm of Perdue Brandon Fielder Collins and Mott, LLP as special counsel for the collection of fees, fines and other debts owed Harris County under Chapters 118 or 233 of the Texas Local Government Code, as authorized by Chapter 103 of the Texas Code of Criminal Procedure, and amounts owed to Harris County in civil cases as authorized by Section 140.009 of the Texas Local Government Code and to authorize the County Judge to execute a contract with the law firm.

The following information is provided as required by the statute:

The reasons for pursuing the matter that is the subject of the legal services for which the law firm would be retained and the desired outcome of pursuing the matter:

The intended contract is for the collection of court costs, fines, and fees that are due to the County and the state for the administration of the courts. The collection of such fees is mandated by state law. The desired outcome is the collection of all fees owed to Harris County in an equitable manner.

The competence, qualifications, and experience demonstrated by the law firm:

The firm has nearly 50 years of experience in collecting government debt with a proven record of successfully collecting debt. It is one of the largest firms in Texas for this type of service, collecting delinquent receivables for more than 2,000 local government clients, a presence in 189 counties, and represents 480 active courts for the collection of fines and fees. It has demonstrated familiarity and expertise with the JP courts' computer system. It has sufficient personnel and resources to handle a high volume of cases.

The nature of any relationship, including the beginning of the relationship, between the political subdivision or governing body and the law firm selected:

There is no prior contractual relationship between the firm and Harris County or any member of its governing body.

The reasons the legal services cannot be adequately performed by the attorneys and supporting personnel of the political subdivision:

The services are high volume and require significant support services incidental to the legal services including mailings, ingoing and outbound phone calls, and location services that the County is not currently equipped to handle.

The reasons the legal services cannot be reasonably obtained from attorneys in private practice under a contract providing for the payment of hourly fees without contingency:

Because of the large number of individual matters and the relatively small amount owed on each the payment of an hourly fee is not feasible. An hourly fee for such work will likely exceed amount of delinquent fines and fees due. The statutory authority enabling the County to enter into this contract requires the payment of a contingency fee.

The reasons entering into a contingent fee contract for legal services is in the best interest of the residents of the political subdivision:

This contract will allow the County to recover fines, fees, and court costs that are legally due to the County and state and will support judicial administration. The Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting and mailing to collect the delinquent debt. The percentage-based collection fee is a pass-through expense to the debtor and not an expense to the County.

Notice that Harris County will consider entering into a Contingent Fee Contract for the Collection of court costs, fines, and fees that are owed to the County and the state for the administration of the courts.

Pursuant to Section 2254.1036 of the Texas Government Code Harris County provides the following notice:

At a hearing open to public on September 24, 2019, during the regular session of Commissioners Court, the following item will be considered:

Request to retain the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel for the collection of fees, fines and other debts owed Harris County under Chapter 51 of the Texas Government Code and Article 103 of the Texas Code Criminal Procedure, as authorized by Chapter 103 of the Texas Code of Criminal Procedure, and amounts owed to Harris County in civil cases as authorized by Section 140.009 of the Texas Local Government Code and to authorize the County Judge to execute a contract with the law firm.

The following information is provided as required by the statute:

The reasons for pursuing the matter that is the subject of the legal services for which the law firm would be retained and the desired outcome of pursuing the matter:

The County desires to enter into this contract for the collect of court costs, fines, and fees that are due to the County and the state for the administration of the courts. The collection of such fees is mandated by state law. The desired outcome is the collection of all fees owed to Harris County in an equitable manner.

The competence, qualifications, and experience demonstrated by the law firm:

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest firm in the State of Texas, as well as the United States specializing in the collection of government receivables for more than 40 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that the County does not currently possess.

The nature of any relationship, including the beginning of the relationship, between the political subdivision or governing body and the law firm selected:

Linebarger Goggan Blair & Sampson, LLP represented the County in the collection of fines, fees and costs pursuant to Article 103 of the Code of Criminal Procedure beginning May 1, 2002, for all courts.

Linebarger Goggan Blair & Sampson, LLP has represented the County beginning on July 1, 1995, through present in the collection of delinquent property taxes in accordance with Section 6.30 of the Texas Property Tax Code. Linebarger Goggan Blair & Sampson, LLP also represented Harris County in the collection of fees, fines, and other debts owed to the County in accordance with Chapter 284 of the Texas Transportation Code from January 14, 2004 through March 31, 2019.

The reasons the legal services cannot be adequately performed by the attorneys and supporting personnel of the political subdivision:

The services require a high volume support services incidental to the legal services including mailings, ingoing and outbound phone calls, and location services that the County is not currently equipped to handle.

The reasons the legal services cannot be reasonably obtained from attorneys in private practice under a contract providing for the payment of hourly fees without contingency:

Because of the large number of individual matters and the relatively small amount owed on each the payment of an hourly fee is not feasible. The statutory authority enabling the County to enter into this contract requires the payment of a contingency fee.

The reasons entering into a contingent fee contract for legal services is in the best interest of the residents of the political subdivision:

This contract will allow the County to recover fines, fees, and court costs that are legally due to the County and state and will support judicial administration. The Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting and mailing to collect the delinquent debt. The percentage-based collection fee is a pass-through expense to the debtor and not an expense to the County.