

CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES

STATE OF TEXAS

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COUNTY OF PANOLA

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SECTION I. PARTIES TO THE CONTRACT

THIS CONTRACT, hereinafter called "Contract", is made and entered into by and between Panola County, Texas, acting herein by and through its governing body, hereinafter called "the County" and **Perdue Brandon Fielder Collins & Mott, L.L.P.**, hereinafter called "Perdue".

THIS CONTRACT supersedes 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.

The County agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the County and Perdue agree as follows:

SECTION II. COUNTY'S COLLECTION OBLIGATIONS

A. The County agrees to refer all delinquent accounts, as defined below, to Perdue for collection on or about the first (1st) or the fifteenth (15th) of each month. The County shall refer all delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable to the County. All delinquent accounts should be in a specified format that will allow Perdue to process the account data.

B. An account is considered delinquent when not paid within sixty (60) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date.

C. The County will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fines, fees, and court costs that are subject to this Contract.

SECTION III. PERDUE'S COLLECTION OBLIGATIONS

A. Perdue agrees to refer all payments and correspondence directly to the court that has assessed or levied the fines, fees, and court costs being collected pursuant to this Contract. Perdue reserves the right to return any accounts not collected within one (1) year of referral by the County. Neither party will have any obligation to the other with regard to returned accounts.

B. Perdue agrees to use its best efforts to collect the delinquent accounts received from the County and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

C. If requested by the County, Perdue agrees to provide legal advice to the County on its delinquent accounts.

SECTION IV. COLLECTION FEE

The County agrees to pay Perdue as follows:

(1) No charge for the collected fines, fees, and court costs referred to Perdue by the County imposed on all unadjudicated offenses committed on or before June 18, 2003.

(2) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all adjudicated offenses committed on or before June 18, 2003; and

(3) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all offenses occurring after June 18, 2003.

The thirty percent (30%) collection fee 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.

SECTION V. EXCEPTIONS TO THE COLLECTION FEE

Pursuant to Article 103.0031(b), Texas Code of Criminal Procedure, Perdue cannot collect from a defendant the percentages referred to in Section IV. COLLECTION FEE 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. The collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service.

The collection fee shall, however, be applied to any balance remaining after a partial credit for time served or community service if the balance is more than 60 days past due.

SECTION VI. METHOD OF PAYMENT

Absent an agreement otherwise, the County shall calculate and receive the amount of any collection fee due to Perdue. Said fee shall be paid to Perdue by check on a monthly basis. All compensation shall become the property of Perdue at the time of payment.

SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on the ____ day of _____, 2024, 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 Contract. Upon termination Perdue shall have an additional six (6) months to complete work on all delinquent accounts referred from the County prior to the notice of termination and will be entitled to compensation on such accounts if collected.

SECTION VIII. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from the County shall be sent to Perdue by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Patrick K. Woods
BY U.S. MAIL OR BY COURIER DELIVERY:
100 N. Broadway, Suite 1202
Tyler, Texas 75702
Telephone Number: 903-597-7664

All notices from Perdue shall be sent to the County by certified United States mail, or delivered by hand or courier, and addressed as follows:

County of Panola
Attn: Judge Rodger McLane
110 S. Sycamore, Room 216-A
Carthage, TX 75633

SECTION IX. VENUE AND CONTROLLING LAW

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 Panola County, Texas.

SECTION X. ACCEPTANCE OF EMPLOYMENT

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

SECTION XI. SEVERABILITY

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction 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 Contract, 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.

The Firm is compliant with and will comply with all provisions of Chapters 2252 Subchapter F, 2271 and 2274 of the Texas Government Code during the term of this Contract. The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

In support of this contract the District has also adopted written findings pursuant to Section 2254.1036 of the Government Code.

This Contract is executed on behalf of the County by the presiding officer of its governing body who is authorized to execute this instrument by Ordinance 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 or electronically signed Contracts executed on behalf of the County by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

WITNESS the signature of all parties hereto this 13th day of February, 2024.

COUNTY OF PANOLA, TEXAS

By: Rodger McElane
Rodger McElane
Panola County Judge

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

By: Patrick K. Woods
Patrick K. Woods
Partner

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, Panola County will consider 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(a)(2) of the Government Code and shall announce the following:

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

B. Panola County believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(a)(1)(B). The Firm has collected delinquent government receivables for 53 years. The Firm currently has 15 primary offices and multiple satellite offices throughout Texas, Oklahoma and Florida. It employs more than 400 individuals, including 66 attorneys. It uses a multi-office, fully integrated team approach allowing Panola 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 Panola County may have.

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

The Firm currently represents Panola County for delinquent ad valorem collection services.

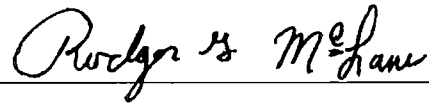
D. Panola County is unable to collect its delinquent fines and fees. GOVT. CODE § 2254.1036(a)(1)(D). Panola County currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to Panola 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 Panola County or taxpayers of Panola 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, Panola County will bear the cost of these hourly fees and not the debtor, because the Code of Criminal Procedure does 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(a)(1)(F). Under the contingent fee contract, 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. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to Panola County or taxpayers in Panola County.

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

Executed this the 9th day of February, 2024.

A handwritten signature in cursive script, reading "Rodger S. McLane", is written over a horizontal line.

On Behalf of the Commissioners Court

Panola County, Texas

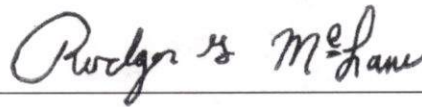
Written Findings as to the Collections Contract with Perdue Brandon Fielder
Collins & Mott, LLP

In an open meeting, the Panola County Commissioners Court considered all matters listed in Section 2254.1036(a)(1) of the Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP.

The Commissioners Court, pursuant to Section 2254.1036(b) of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of Panola County; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because the Panola County does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this Commissioners Court hereby approves the contract by and between Panola County and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent court fines and fees with services to be paid in accordance with Article 103.0031 of the Texas Code of Criminal Procedure.

APPROVED and EXECUTED this the 13th day of February, 2024.

A handwritten signature in dark ink, appearing to read "Rodgers McElane", is written over a horizontal line.

On Behalf of the Commissioners Court for Panola
County, Texas