

PUBLIC NOTICE:

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036(a)

WHEREAS, the Town of Hollywood Park (the “Town”) will consider approving 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(a) 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 as described by Sec. 2254.1036(a)(1) of the Government Code and shall announce the following:

A. The Town is pursuing a contract with the Firm for the collection of its delinquent fines and fees owed to the Town’s municipal court. Through this contract the Town seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(a)(1)(A).

B. The Town 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 over 50 years, including the collection of delinquent fines and fees accounts. The Firm currently has 15 primary offices and multiple satellite offices throughout Texas, Oklahoma and Florida. It employs more than 400 individuals, including over 58 attorneys. It uses a multi-office, fully integrated team approach allowing the Town 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 a proprietary collection software that can be tailored to meet any special need the Town may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, messaging, mailings and phone calls, return mail and address updates, payment notification and processing and workflow.

C. The nature of any relationship between Town and the Firm is as follows. GOVT. CODE § 2254.1036(a)(1)(C). The Firm does not currently represent the Town for any other services.

D. The Town is unable to collect its own delinquent fines and fees accounts. GOVT. CODE § 2254.1036(a)(1)(D). The Town 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 the Town.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(a)(1)(E). This percentage-based fee is a statutory add-on fee of thirty percent (30%), as provided by Article 103.0031 of the Texas Code of Criminal Procedure, on the total amount of delinquent fines and fees due the Town that are turned over to Firm. The collection of delinquent utility accounts 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 amount of the delinquent utility accounts due. Moreover, the Town will bear the cost of these hourly fees and not the debtor, because Texas law does not expressly authorize the Town to pay for collection services based on an hourly fee.

F. The Town 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 utility account.

Agenda Items:

Discuss and consider approval of a contingent fee contract to hire Perdue Brandon Fielder Collins and Mott, LLP pursuant to Article 103.0031, Texas Code of Criminal Procedure, said contract being for the collection of court fine and fees owed to the Town, and notice of which is provided with the agenda in accordance with Section 2254.1036 of the Government Code.

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

The City Council for the Town of Hollywood Park, (the “Town”) 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 the Town; 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 Town does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this City Council hereby approves the contract by and between the Town of Hollywood Park and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of court fine and fees services to be paid in accordance with Texas Code of Criminal Procedure.

APPROVED and EXECUTED this the ____ day of _____, 2024.

Hon. Chester Drash
Mayor, Town of Hollywood Park, Texas