

Memo

To: Leticia Saenz
From: Jason S. Rohr, Collections Supervisor *JSR*
CC: Arturo Guajardo, Jr., County Clerk
Annette Muniz, Chief Deputy;
Noe Lopez, Office Manager
Date: 2/25/2008
Re: Justice of the Peace Delinquent Export

On March 27, 2007, Commissioner's Court entered in to contract with the Law Firm of Ray, Wood and Bonilla in order to remedy delinquent Justice and County Court cases once we (the Collections Department) had exhausted all collections options. We currently have an export process through AbleTerm which allows us to refer delinquent County Court cases, but there is currently no way to export the Justice Court cases through our current software.

Attached is a purchase agreement with the Tyler Technologies which will give us the ability to refer the Justice Court cases. The Law Firm of Ray, Wood and Bonilla is willing to pay for this export. However, Tyler Technologies will not bill them directly. Therefore, I need some assistance on how we can receive the money from Ray, Wood and Bonilla and pay for export with those funds.

tyler

TECHNOLOGIES

Hidalgo County Collections

February 8, 2008

Purchase Agreement	Qty.	Units	Unit Price	Ext. Price
Delinquent Export for JP	1		2,500.00	2,500.00
Training	1		1,250.00	1,250.00

Notes:

Total (shipping charges not included):	\$3,750.00
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Tyler Technologies
 Prepared by: Tiffany Wylie
 6500 International Parkway
 Suite 2000
 Plano, Texas 75093
 (800) 966-6999 / (972) 713-3778 fax

Hidalgo County Collections

Bill To (please print)

PO Number

Authorized Signature

Date

Ship To Attention Of (please print)

Telephone

Ship To Address

Special Shipping or Invoicing Instructions (if applicable)

To Authorize This Purchase Agreement

- 1) Review Items for Accuracy
- 2) Complete 'Bill To' and 'Ship To' Information
- 3) Note any Special Instructions (i.e. expedite shipping, invoice asap, etc.)
- 4) Attach Your Purchase Order (if applicable, not required)
- 5) Sign and Fax to (972) 713-3778, Attn: Jennifer Keltner

**LEGAL SERVICES AGREEMENT RELATING TO
COLLECTION OF DELINQUENT COURT COSTS, FINES AND FEES**

This Legal Services Agreement Relating to Collection of Delinquent Court Costs, Fines and Fees ("Agreement") is made to be effective the 21st day of March, 2007 by and between Hidalgo County, Texas (the "County") and the law firm of Ray, Wood & Bonilla (referred to as "Law Firm").

A. TERM. The Agreement is effective beginning on the date set forth above and will continue for an initial term of three (3) years unless earlier terminated by either party in accordance with the terms of this Agreement. The County may extend this Agreement for two (2) additional two (2) year periods by providing written notice of such extension to Law Firm.

B. DUTIES OF THE PARTIES.

B.1. During the term of this Agreement, Law Firm will review the County's programs relating to the collection of delinquent court costs, fines and fees and will advise County regarding its rights, duties and obligations relating to the collection of such amounts and the legal issues relating to the design and implementation of an enhanced delinquent collections program. Law Firm will diligently pursue collection of delinquent court costs, fines and fees owed to the County by defendants in cases referred to Law Firm and will provide legal services relating to the collection of said amounts, including rendition of legal advice regarding payment agreements, additional fees that may be applicable, consolidated billings, and similar matters. In addition, Law Firm will develop a comprehensive program for initiating contact with delinquent defendants via mail and telephone calls, and for researching and identifying updated address, employment and other information regarding such defendants, and will use other lawful means to facilitate payment of the delinquent court costs, fines and fees owed. Utilizing its proprietary software system, Law Firm will track all collection activity relating to accounts referred by County and will make regular reports to the County regarding its collection and information gathering efforts. It is expressly provided however, that Law Firm will not make nor attempt to make in-person contacts with any of the subject defendants.

B.2. The County agrees to employ, and does hereby employ, Law Firm to provide the services described above. The County agrees to make monthly referrals of all delinquent cases to Law Firm for collection. The delinquent cases to be referred by the County are all cases involving unpaid fines, fees, court costs and related charges that (1) arise from a criminal case against a defendant prosecuted in the justice courts or county courts at law, where either a judgment of conviction has been rendered or the defendant failed to appear at a scheduled appearance date or any granted extension; (2)

at least 60 days have elapsed following the date of conviction or the date the defendant failed to appear, and (3) no appeal has been perfected to an appellate court of appropriate jurisdiction.

B.3. The County will provide to Law Firm, for each case referred, the name, last known address and last known telephone number(s) of the subject defendant along with all available information regarding the date of the subject offense, the date judgment was entered in the case, the court in which the judgment was entered, the date the owed amount became delinquent, the date any warrant on the case was issued, and the amount of the delinquency. The County agrees to refer delinquent accounts via electronic or magnetic medium in a format agreed upon by the County and Law Firm. The County further agrees to provide the most accurate information available and to update, to correct, and to supplement as appropriate any information it has provided to Law Firm, including, but not limited to, adjustments of the amount owed or the timing of payments due or satisfaction of any amount owed by payment or other court-approved means.

B.4. The County agrees to take the action necessary to impose the thirty percent (30%) collection fee authorized by Texas Code of Criminal Procedure Section 103.0031, and in all cases in which such fee is applicable and collection is achieved, such fee shall be paid to Law Firm as compensation for services rendered under this agreement. If the statutory collection fee is not applicable in a particular delinquent case, the County shall pay Law Firm a fee of thirty percent (30%) of the total amount collected on all such accounts referred to Law Firm for collection. Anytime after the expiration of the 365 days after referral of a case to Law Firm, Law Firm may return the case to the County, and Law Firm will have no further obligation to pursue collection of the case and will have no right to be compensated for any payment thereafter made on the case.

B.5. In the event a defendant resolves his financial obligations to the County by performance of community service, time served or other non-monetary satisfaction, satisfaction of the defendants' obligations by such non-monetary means will not entitle Law Firm to any fee. The County shall provide prompt notice to Law Firm of any court-ordered activity in a case which provides for or results in non-monetary satisfaction of the defendant's obligations to the County.

B.6. Law Firm shall direct delinquent defendants to make required payments directly to the County. The County agrees to promptly notify Law Firm of all payments received on cases referred to Law Firm. Law Firm agrees to notify the County promptly of any monies received by Law Firm from subject defendants despite Law Firm's direction to remit payments to County, and shall forward any such payments to County within three business days. Law Firm will provide County with regular detailed reports of all collection activity taken in cases referred to Law Firm.

B.7. With regard to monies received by the County in payment of subject cases, County shall report to Law Firm monthly the amounts received and cases to which the payments relate. Law Firm shall deliver an invoice to the County monthly requesting payment of any fees due as a result of such collections and the County shall deliver payment of fees due to Law Firm within 30 days of receipt of the invoice.

B.8. Law Firm agrees to indemnify, hold harmless, protect and defend the County and its officers and employees from and against any and all loss, damages, liability, claims or injury resulting from any acts of willful misconduct or gross negligence by Law Firm, its agents or employees in connection with this Agreement. These indemnified damages specifically exclude any damages which arise from the willful misconduct or gross negligence of the County, its officers or employees.

C. APPLICABLE LAW. This Agreement will be construed in accordance with the laws of the State of Texas.

D. REPORTING. Reports called for in this Agreement shall be delivered as required to the following representatives of the respective parties, until written notice of change is delivered:

For the County:

For Law Firm:

Ray Bonilla
Ray, Wood & Bonilla
P.O. Box 165001
2700 Bee Caves Road
Austin, TX 78716-5001
512/328/1156 (fax)

E. TERMINATION. This Agreement may be terminated by the County or Law Firm for good cause upon delivery of ninety (90) days written notice to the other party. Despite delivery of a notice of intent to terminate sent by either party, Law Firm shall remain entitled to any fees earned on amounts collected from defendants through the date of termination of this Agreement. Promptly upon termination of this

Agreement, Law Firm shall deliver to the County all County files in the possession of Law Firm.

F. **AMENDMENTS.** This Agreement may not be amended except by written amendment signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties to this Agreement have signed and delivered this Agreement to be effective on the date indicated above.

RAY, WOOD & BONILLA

By: Ray Bonilla, Partner

HIDALGO COUNTY, TEXAS



JUAN D. SALINAS, III
Hidalgo County Judge

ATTEST:

ARTURO GUAJARDO, JR., COUNTY CL

APPROVED BY
COMMISSIONERS' COURT
ON: 3/27/07