

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: August 12, 2014		DATE SUBMITTED: July 17, 2014	
DEPARTMENT OF ORIGIN: Municipal Court		SUBMITTED BY: Chad Eixmann	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input checked="" type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input type="checkbox"/> INFRASTRUCTURE
			<input type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Consideration – Collection Services for Municipal Court Delinquent Cases			
<p>Consider award of a contract for Municipal Court Delinquent Case Collections with McCreary, Veselka, Bragg & Allen, P.C., (MVBA) to collect municipal court delinquent cases for a two-year period, with the option to renew up to three one-year extension periods.</p>			
SUMMARY STATEMENT: On May 28, 2014, the City of Bryan Purchasing Department issued a Request for Qualifications (RFQ) for legal services of Delinquent Municipal Court Costs, Fines and Fees Collections. The Purchasing Department received five (5) sealed responses for consideration.			
<p>After careful review of the responses, it was determined that only three (3) of the submitting firms met all of the qualifications and responded to the full scope of services as set forth as requirements in the RFQ. Of the three, McCreary, Veselka, Bragg & Allen, P.C., (MVBA), Rausch, Sturm, Israel, Anerson, Hornik, LLC, and Perdue, Brandon, Fielder, Collins & Mott, it was determined unanimously by the review committee (composed of employees of the Purchasing Department, Municipal Court, City Marshals Office, Director of Public Works Jayson Barfknecht and City Auditor Bob Shultz) to recommend to the City Secretary and the City Council that our current vendor, MVBA, provided the best value to the City of Bryan.</p>			
<p>The City of College Station and all Brazos County Justice of the Peace Courts utilize the services of MVBA and it is economically beneficial to all entities to utilize the same firm. College Station and Brazos County both report they are pleased with the services of MVBA in this area. Also, MVBA has a local office with a full time attorney and staff devoted to the local office, which is located on William Joel Bryan Parkway in downtown Bryan. Additionally, the Municipal Court staff reports no problems with MVBA throughout the performance of the current contract, and considers their past performance to be stellar. MVBA has never missed a payment or been late with a payment to the City of Bryan. MVBA works extremely well with the staff and accepts all filings electronically. They have offices throughout Texas and have skip tracing capabilities and specialized software that works well with the Court's software. Municipal Court has never received complaints regarding MVBA's collection practices. MVBA has consistently complied with the Presiding Judge's standing orders and directions relative to court collections, including the requirement to accept partial payments from defendants.</p>			
<p>Staff recommends that the City Council award a two-year contract to McCreary, Veselka, Bragg & Allen, P.C., (MVBA), with the option by Council to extend the contract up to three (3) - one (1) year extension periods. There is no cost to the City for this service because State law allows the vendor to add on an additional 30 percent fee, above and beyond what the City is owed, for their services. MVBA not only locates and maintains contact with individuals who owe the Court money, they collect the money, including through payment plans, and then routinely sends the money owed the City directly to the City. Their collection activities save the city personnel and money by taking a</p>			

large workload off the Municipal Court staff, which allowed the elimination of one full-time position after entering into the current working situation with MVBA. In addition, MVBA has mailed out thousands of dollars in letters to individuals with outstanding warrants prior to the City's participation in the Great State of Texas Warrant Roundup, at their own cost, which is above and beyond the services required by the current contract.

STAFF ANALYSIS AND RECOMMENDATION: Municipal Court staff respectfully requests the City Council to approve the two-year contract to McCreary, Veselka, Bragg & Allen, P.C., (MVBA), with the option by Council to extend the contract up to three (3) - one (1) year extension periods. A defendant is responsible for the collection fee; hence there is no cost to the City for this service. Both the City of College Station and Brazos County Courts utilize this firm for their delinquent court collections and have reported favorable results. There is advantage to all entities utilizing the same firm.

OPTIONS (In Suggested Order of Staff Preference):

1. Approve the contract
2. Do not approve the contract and provide direction to staff

ATTACHMENTS: MVBA Contract

FUNDING SOURCE: There is no cost to the City as the defendant pays an additional fee to the collection firm as provided by state law.

APPROVALS: Chad Eixmann 7-17-2014 Mary Lynne Stratta 7-17-2014; Hugh R. Walker, 07/25/2014

APPROVED FOR SUBMITTAL: CITY MANAGER Kean Register, 07-25-2014

APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis K. Hampton, 07-28-2014

Revised 05/2013

which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City 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.

Contractor shall maintain professional liability (errors & omissions) insurance with a limit of not less than \$1,000,000. If written on a "Claims-Made" form, contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract and continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this contract. The contractor is solely responsible for any additional premium for the supplemental extended reporting period.

V.

For the collection of Fines and Fees, the City agrees to pay to MVBA, as compensation for the professional services rendered the following fees:

1. For those fines and fees resulting from Unadjudicated Offenses that occurred **before** June 18, 2003, there is no fee due MVBA on the amount of fines and fees collected on those cases in which the data files are transmitted to MVBA by electronic media.
2. For those fines and fees imposed against Unadjudicated Offenses that occurred **after** June 18, 2003, and Adjudicated Offenses regardless of the date of the offense, our fee is thirty percent (30%) of the amount of the Fines and Fees collected as provided by Article 103.0031 of the Code of Criminal Procedure.

All compensation shall become the property of MVBA at the time of payment. The City shall pay to MVBA said compensation on a monthly basis by check.

VI.

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

VII.

The initial term of this contract is two (2) years, beginning on the date this contract is executed by the parties hereto, and shall thereafter continue with the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for three (3) additional one (1) year terms to be extended one (1) year at a time. Contracts are extended upon mutual agreement of both Vendor and the City. The City of Bryan will not consider Contract extensions which include any increase in unit bid prices.

Either party may, without cause, terminate this contract at the end of the initial contract term or thereafter by giving the other party written "Notice of Termination of Contract" at least thirty (30) days prior to the intended termination date.

In the event that the City 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 City 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 City by MVBA.

VIII.

For purposes of sending notice under the terms of this contract, all notices from the City shall be sent to MVBA by certified United States mail, 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, and all notices to the City shall be sent by certified United States mail or delivered by hand or courier, to the City of Bryan, Attention: Court Administrator, Chad Eixmann, P.O. Box 1000, Bryan, Texas 77805.

IX.

This contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes arising under this contract shall be in Brazos County, 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 City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

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 _____ day of _____, A.D. 2014.

ATTEST:

CITY OF BRYAN:

Mary Lynne Stratta, City Secretary

Jason P. Bienski, Mayor

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

SERVICE PROVIDER:

By: _____

Printed Name: _____

Title: _____

Date: _____