

KEITH G. ALLEN  
First Assistant

TERRI TIPTON HOLDER  
Chief - Criminal Division



JIM WIGINTON  
Chief - Civil Division

JOHN BLANKENSHIP  
Chief Investigator

# JERI YENNE

CRIMINAL DISTRICT ATTORNEY  
BRAZORIA COUNTY

RECEIVED

SEP 23 2004

OPEN RECORDS DIVISION

RQ-0276-GA

September 20, 2004

RECEIVED

SEP 23 2004

OPINION COMMITTEE

The Honorable Greg Abbott  
Attorney General  
Opinions Committee  
P.O. Box 12548  
Austin, Texas 78711-2548

FILE # MC-43947-04  
I.D. # 043947

**Re: Request for Attorney General Opinion**

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Dear Attorney General Abbott:

As District Attorney of Brazoria County I seek your opinion regarding the authority of a Commissioner's Court to compel the compliance of an elected official, Justice of the Peace, to collect delinquent court fines and fees under a contract authorized under C.C.P. 101.0031.

I.  
**FACTUAL BACKGROUND**

Under the statutory authority found in articles 103.003 and 103.0031 of the Code of Criminal Procedure, Brazoria County has contracted with two different entities for the collection of delinquent court costs and fees. Under this arrangement, any account declared delinquent, not paid within 60 days of the scheduled appearance date, court granted extension, or from the date of conviction or judgment, will be simultaneously referred to a private attorney and OmniBase Services of Texas. The private attorney collects in the manner a collection agency would and adds a 30% contingent fee to the delinquent amounts. (See Exhibits A1 and A2). The second contract is with the Texas Department of Public Safety (TDPS) and is authorized under sections 706.001 and 706.002 of the Texas Transportation Code. Under the terms of the TDPS contract, TDPS contracts with a private vendor, OmniBase, who collects and stores information regarding violators who fail to appear, fail to pay, or fail to satisfy a judgment of fine and or court costs. (See Exhibit B). This information regarding the violators' delinquency is stored by OmniBase and can be accessed by TDPS in order to deny the renewal of a violator's driver's license. A \$30.00 collection fee is added to each account pursuant to §706.006 of the Transportation Code.

COUNTY COURTHOUSE, 111 E. LOCUST, SUITE 408A. ANGLETON, TEXAS 77515

Angleton Area  
(979) 864-1230

Brazosport Area  
(979) 388-1230

Houston Area  
(281) 756-1230

Fax-Criminal Division  
(979) 864-1525

Fax-Civil Division  
(979) 849-8914

**II.  
ISSUES PRESENTED**

1. Does article 103.0031, Code of Criminal Procedure, only make provisions for the County to contract with either a private attorney or a private vendor; in other words, is the County allowed to have more than one collection contract? If so, is each collection entity allowed to charge a collection fee, 30% by one and \$30.00 by the other.
2. Can the Commissioner's Court compel the Justice of the Peace Courts to use the collection system/systems contracted by the Court?
  - 2 A. If an elected official, such as a Justice of the Peace refuses to forward their delinquent costs or fees to the collection entity under the contract, what is the proper remedy, if any?
3. Several of the Justices of the Peace have asked that the attached question be submitted to the Office of the Attorney General. Would you please analyze the same as it is written? (See Exhibit C).

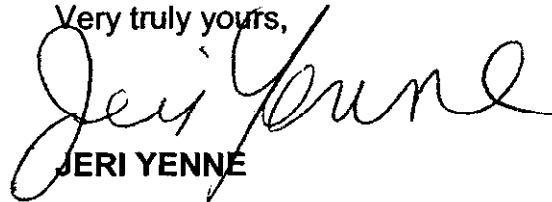
**III.  
DISCUSSION OF ISSUES**

1. Article 103.0031 states, " *The commissioners court of a county or the governing body of a municipality may enter into a contract with a private attorney or private vendor for the provision of collection services for one or more of the following items:*" The plain language of the statute would require the commissioners court to select either a private attorney or a private vendor; however article 103.003 states, "*this article does not limit the authority of a commissioners court to contract with a private vendor or private attorney for the provision of collection services under Article 103.0031*".
2. "The commissioners court, as a body selected by the people and vested with discretionary authority, has the power to determine the county budget and may thereby influence the actions of other county officials." *Renken v. Harris County*, 808 S.W.2d 222, 226 (Tex. App.-Houston [14th Dist.] 1991, no writ); accord *Abbott v. Pollock*, 946 S.W.2d 513, 517 (Tex. App.-Austin 1997, writ denied). In carrying out the legislative function of budget-making, the commissioners court has significant freedom of action. This budgetary power carries with it broad discretion in making budgetary decisions." *Hooten v. Enriquez*, 863 S.W.2d 522, 528 (Tex. App.-El Paso 1993, no writ). However, other county officials, as independent officers, are also vested with considerable discretionary authority with which the commissioners court may not interfere. *Renken v. Harris County*, 808 S.W.2d 222, 226 (Tex. App.-Houston [14th Dist.] 1991, no writ); accord *Abbott v. Pollock*, 946 S.W.2d 513, 517 (Tex. App.-Austin

1997, writ denied). Part of the legislative function of budget-making by the commissioners court would be the ability to contract. In this case, the ability to contract has been specifically provided to the commissioners court under articles 103.003 and 103.0031 of the Code of Criminal Procedure and sections 706.001 and 706.002 of the Texas Transportation Code. Although the statute is silent as to ability of the court to direct the justice court to use the entity selected, were enforcement not implied, an absurd outcome would result.

2A. Chapter 103 of the Code of Criminal Procedure does not provide a penalty or remedy if justices of the peace refuse to use the system/systems selected by the commissioners court; however, the Attorney General's office addressed an analogous situation for violations of article 103.004 of the Code of Criminal Procedure. It is addressed in Attorney General Opinion DM-396.

Very truly yours,



JERI YENNE

enclosures

**ORDER NO. 3      RE:    PROPOSAL TO COLLECT FINES AND FEES FOR  
JUSTICE COURTS IN BRAZORIA COUNTY\***

Motion by Commissioner Harris, seconded by Commissioner Head that the following action be taken by the Court:

Approve the proposal from Perdue, Brandon, Fielder, Collins & Mott, L.L.P. to collect fines and fees for Justice Courts in Brazoria County for a fee of 30% of what is collected to be paid monthly, with no out of pocket cost to the County except the use of existing personnel to process the money that is collected.

Motion carried, all present voting aye.

**STATE OF TEXAS      )**

**COUNTY OF BRAZORIA   )**

**I, Joyce Hudman, Clerk County Court and Ex-Officio Clerk of the  
Commissioners' Court of Brazoria County, Texas, do hereby certify that the  
foregoing is a true and correct copy of that certain:**

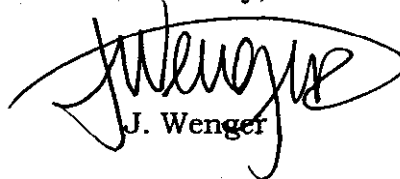
**ORDER NO. 3      RE:    PROPOSAL TO COLLECT FINES AND FEES FOR  
JUSTICE COURTS IN BRAZORIA COUNTY\***

as passed by the Commissioners' Court on the 8<sup>TH</sup> day of AUGUST, A.D., 2000  
SPECIAL Term of Commissioners' Court and as the same appear (s) in the  
Commissioners' Court Records of Brazoria County, Texas.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8<sup>TH</sup> DAY OF  
SEPTEMBER, A. D., 2004**

JOYCE HUDMAN, Clerk County Court  
and Ex-Officio Member of the Commissioners'  
Court of Brazoria County, Texas

By



J. Wenger

Deputy

August 8, 2000

THE COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS

REGULAR/SPECIAL SESSION

ORDER NO. 3

**RE: PROPOSAL TO COLLECT FINES AND FEES FOR JUSTICE COURTS IN BRAZORIA COUNTY**

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MOTION BY Commissioner Harris, SECONDED BY  
Commissioner Head, that the following action be taken by the  
Court:

Approve the proposal from Perdue, Brandon, Fielder, Collins & Mott, L.L.P. to collect fines and fees for Justice Courts in Brazoria County for a fee of 30% of what is collected to be paid monthly, with no out of pocket cost to the County except the use of existing personnel to process the money that is collected.

VOTING

AYE

NAY

County Judge Willy  
Commissioner Head  
Commissioner Clawson  
Commissioner Harris  
Commissioner Stanley

## CONTRACT FOR COURT FEES AND FINES COLLECTION SERVICES

STATE OF TEXAS

§

COUNTY OF BRAZORIA

§

§

THIS CONTRACT is made and entered into by and between BRAZORIA COUNTY, acting herein by and through its governing body, hereinafter called Brazoria, and Perdue, Brandon, Fielder, Collins & Mott L.L.P. hereinafter called Perdue.

### I.

Brazoria agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fees and fines pursuant to the terms and conditions described in this contract. This contract supercedes 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.

### II.

Brazoria agrees to refer all delinquent accounts by electronic or magnetic medium, in the specified format, to Perdue for collection, on or about the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of each month. An account is considered delinquent when not paid within 60 days of the scheduled appearance date (if the defendant failed to appear), or any granted extension, or from the date of conviction or judgment, or other court specified due date. Brazoria will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fees and fines that are subject to this contract. Should it become necessary for Perdue to provide computer hardware, software, programming services and/or in-house personnel to Brazoria County, in order for this contract to be performed, a separate agreement and fee structure shall be negotiated and agreed to in writing by both parties hereto.

### III.

Perdue is to refer all payments and correspondence directly to the courts that have assessed or levied the fees and fines being collected pursuant to this contract. Perdue reserves the right to return all accounts not collected within one (1) year of referral by Brazoria, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

### IV.

Perdue shall indemnify and hold Brazoria harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of Perdue's performance of the services described in this contract. The indemnity provision of this contract shall have no application to any

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

#### V.

Brazoria agrees to pay to Perdue, as compensation for the services provided pursuant to this contract, an amount equal to thirty-percent (30%) of each debt or cost that is more than sixty (60) days past due and referred to Perdue and subsequently collected, regardless of whether or not the full amount of debt and costs are collected. This 30% amount shall be added to the amount owed by a defendant that is more than 60 days past due pursuant to Commissioners Court Order as authorized by Article 103.0031, Code of Criminal Procedure. Pursuant to law, Perdue cannot collect from a defendant the 30% referred to above 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. All compensation shall become the property of Perdue at the time of payment. Brazoria shall pay over said funds on a monthly basis by check.

#### VI.

The term of this contract is one year, beginning August 13, 2001 and shall thereafter continue on a month to month basis. Brazoria reserves the option to extend the term of the contract for two additional one-year periods, with the contract thereafter continuing on a month to month basis. Either party may, without cause, terminate this contract at the end of the contract term or thereafter by giving the other party written notice of termination.

During the term of this contract either party shall have the right to terminate the same prior to its expiration: provided however, that the party giving notice shall grant the receiving party a period of thirty (30) days, from the date of written notice, the opportunity to attempt to cure any unsatisfactory terms, acts, omissions or conditions. Should the party receiving notice be found not to have remedied the unsatisfactory terms, acts, omissions or conditions to the satisfaction of the party giving notice, the party giving notice may terminate the contract.

The effective date of any termination by Brazoria shall be six (6) months from the date the notice of termination is received in writing by Perdue; said six (6) month period being deemed adequate for the purpose of Perdue winding down its affairs with regard to work in progress. In the case of termination by Perdue, the effective date of termination shall be thirty (30) days from the date notice of termination is received.

Brazoria is entitled, but is not required, to refer to additional accounts to Perdue after notice of termination has been received by Perdue. In any event, Perdue shall be entitled to payment of its fee, pursuant to Paragraph V. of this contract, for all amounts collected on referred accounts during the six (6) months "winding down" period. At the end of that period, all accounts shall be returned to Brazoria by Perdue.

**VII.**

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

Perdue, Brandon, Fielder, Collins & Mott L.L.P.  
Attn: Michael J. Darlow  
1235 North Loop West, Suite 600  
Houston, Texas 77008

**VIII.**

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 Brazoria County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid illegal or unenforceable, the invalidity, illegality 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, illegal or unenforceable provision(s) had never been a part of this contract.

**IX.**

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

This contract is executed on behalf of Brazoria by the presiding officer of its governing body who is authorized to execute this instrument by order 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 shall be binding and enforceable.

WITNESS the signature of all parties hereto this, the 20th day of August.

**COUNTY OF BRAZORIA**

By: \_\_\_\_\_

John Willy

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

By: \_\_\_\_\_

Michael J. Darlow  
For the Firm



Interlocal Cooperation Contract

COPY

STATE OF TEXAS §

COUNTY OF BRAZORIA §

**I. Parties**

This Interlocal Cooperation Contract ("Contract") is made and entered into between the Texas Department of Public Safety ("TDPS"), a political subdivision of the State of Texas, and the County of Brazoria, a local political subdivision of the State of Texas.

**II. Overview**

The purpose of this Contract is to implement the provisions of Texas Transportation Code Chapter 706. A local political subdivision may contract with the TDPS to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine or cost in the manner ordered by the court in a matter involving any offense within the jurisdiction of the justice or municipal court.

The TDPS has authority to contract with a private vendor ("Vendor") pursuant to Texas Transportation Code §706.008. The Vendor will provide the necessary goods and services to establish an automated system ("FTA System") whereby information regarding violators subject to the provisions of Texas Transportation Code Chapter 706 may be accurately stored and accessed by the TDPS. Utilizing the FTA System as a source of information, the TDPS may deny renewal of a driver license to a person who is the subject of an FTA System entry.

Each local political subdivision contracting with the TDPS will pay monies to the Vendor based on a fee certain established by this Contract. The TDPS will make no direct or indirect payments to the Vendor. The Vendor will ensure that accurate information is available to the TDPS, political subdivisions and persons seeking to clear their licenses at all reasonable times.

**III. Definitions**

"Complaint" means notice of an offense as defined in Article 27.14(d) or Article 45.019, Code of Criminal Procedure.

"Department" or "TDPS" means the Texas Department of Public Safety.

"Failure to Appear Program" or "FTA Program" refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System.

"Failure to Appear System" or "FTA System" refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

"FTA Software" refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

"Originating Court" refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgment and which has submitted an appropriate FTA report.

"State" refers to the State of Texas.

"Local political subdivision" refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

#### **IV. Governing Law**

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

#### **V. Venue**

The parties agree that this contract is deemed performable in Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

#### **VI. Application and Scope of Contract**

This Contract applies to each FTA report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706.

## **VII. Required Warning on Citation for Traffic Law Violations**

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

## **VIII. FTA Report**

If the person fails to appear, or fails to pay or satisfy a judgment as required by law, the local political subdivision may submit an FTA report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
- (2) the name of the local political subdivision submitting the report;
- (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
- (4) the date of the alleged violation;
- (5) a brief description of the alleged violation;
- (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
- (7) the date that the person failed to appear or failed to pay or satisfy a judgment and
- (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative. The FTA Reports will be submitted after 60 days from the same being due.

## **IX. Clearance Reports**

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted within five business days of the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report within five business days advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must promptly file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA report was submitted in error or has been destroyed in accordance with local political subdivision's record retention policy.

#### **X. Compliance with Law**

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

#### **XI. Accounting Procedures**

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

## **XII. Payments to Vendor**

The TDPS has contracted with OmniBase Services of Texas ("Vendor"), a partnership organized under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas  
7320 North MoPac, Suite 310  
Austin, Texas 78731  
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

## **XIII. Litigation and Indemnity**

In the event that the local political subdivision is aware of litigation in which this contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without the other party's written consent.

To the extent authorized by law, the local political subdivision agrees to indemnify and hold harmless the TDPS against any claims, suits, actions, damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the local political subdivision further agrees to satisfy any final judgment awarded against the local political subdivision or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

#### **XIV. Contract Modification**

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

#### **XV. Severability**

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

#### **XVI. Multiple Counterparts**

This agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement. But, in making proof of this agreement it shall not be necessary to produce or account for more than one such counterpart.

**XVII. Effective Date of Contract**

This contract shall be in effect from and after the date that the final signature is set forth below. This contract shall automatically renew on a yearly basis. However, either party may terminate this agreement upon thirty days written notice to the other party. Notice may be given at the following addresses:

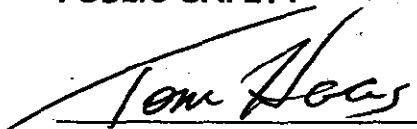
Local Political- Subdivision  
County of Brazoria  
Office of County Judge  
111 East Locust  
Angleton, Texas 77511

Texas Department of Public Safety  
Project Administrator, FTA Program  
5805 North Lamar Boulevard  
Austin, Texas 78773-0001  
(512) 424-5948 (fax)

Notice is effective upon receipt or three days after deposit in the U.S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

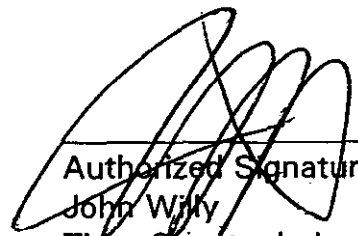
**TEXAS DEPARTMENT OF  
PUBLIC SAFETY**

**LOCAL POLITICAL SUBDIVISION\***



Tom Haas  
Title: Chief of Finance

Date: 7-23-04



Authorized Signature  
John Willy  
Title: County Judge

Date: 7-13-04

\*An additional page may be attached if more than one signature is required to execute this contract on behalf of the local political subdivision. Each signature block must contain the person's title and the date.

Please submit exactly as written !!!  
WE REQUEST AN ATTY GENERAL OPINION ON  
THE (2) FOLLOWING QUESTIONS.

SCENARIO

An original warrant is issued on September 1, 2004 for a total dollar amount of \$300.00.

QUESTION

After 60 days from issuance of the original warrant, can a Justice of the Peace office forward the warrant to a collection firm adding 30% (\$90.00) to the original cost of the warrant and to Omnia adding \$30.00 to the now \$390.00 warrant at the same time bringing the total due on the warrant to \$420.00?

QUESTION

Can Commissioners court of a county enter into an agreement with a collection firm to collect warrants in a Justice of the Peace office against the will of the Justice of the Peace?

<i>Mr. [Signature]</i>	8-12-04	J.P. 1-2
<i>W. [Signature]</i>	8-12-04	J.P. 4-2
<i>[Signature]</i>	8-12-04	J.P. 3-2
<i>[Signature]</i>	8-12-04	J.P. 2-1
<i>Walter [Signature]</i>	8-12-04	J.P. 2-2
<i>Sharon [Signature]</i>		JP 4-1
<i>BOBBY SMITH</i>		J.P. 1-1

