



**Nueces County, Texas
County Clerk Treasury Collections Section
Collections and Compliance Program**

I. Mission Statement

The Nueces County judicial system (state district courts, county courts-at-law and justices of the peace) recognize that fines are assessed for an offense and are reformatory only when paid. In keeping with this purpose and lessening the burden to society of the costs of conviction, the Justices of the Peace and Treasury Collections Section will practice cost effective and pro-active collection procedures.

II. Goals and Objectives

- A. Maximize enforcement of judicial orders.
- B. Increase the collection of fines and court costs through structured payment plans.
- C. Practice cost effective collection methods.
- D. Increase knowledge, awareness and enforcement of court-ordered financial obligations to the defendant through personal interviews.
- E. Facilitate and provide a more efficient manner in which defendants can identify with payment of monies assessed and ordered to be paid.
- F. Assist the defendant with the process to meet his/her financial obligations.

III. Standard Operating Procedures

- A. Functions and Activities:
 - 1. Inform defendant of court costs owed and required to be paid.
 - 2. Interview and verify defendant's Financial Data Application in the office.
 - 3. Determine and explain terms and conditions of defendant's payment plan.
 - 4. Request minimum payment of court costs after payment agreement has been granted.
 - 5. Review payment agreement with defendant to ensure that all terms and conditions are understood.
 - 6. Update defendant's Financial Data Application information into the court system and JP Full Court System for enforcement and compliance.
 - 7. Direct defendant to cashier window to tender initial payment.
 - 8. Request, monitor and manage monthly Payment Due List.

9. Request, monitor and manage Payment Past Due List for phone calls and do notice distribution.
10. Coordinate and assist cashiers with payment transaction issues or discrepancies.
11. Prepare, research, compile and analyze client data for extensive statistical reports in addition to monthly Client Activity Log and Alpha Client List.
12. Prepare Delinquent/Warning Notices to defendants either in written format or telephonically.
13. Interpret and explain compliance and collection policies and procedures to attorneys, defendants and the general public.
14. Attend seminars, workshops and conferences for continued development of collections for the County of Nueces.

B. The above functions and activities support the following goals:

1. Convey a clear message that Judge's orders will not be ignored and defendants must give payment the highest priority.
2. To facilitate and provide a more efficient and informative manner in which defendants can identify with payment of court ordered assessments.
3. To ensure that court costs and fees are paid through acceptable payment plans.
4. To assist the defendant with court process by ensuring a closely monitored and structured process to meet their financial obligations.
5. To strengthen and promote the concept of court-ordered assessments through the enforcement of immediate collection of court costs, fines and fees.
6. To alleviate, support and assist the judicial caseload by undertaking the collections role.
7. To ensure an increase in collections, thereby reducing the number of warrants issued and the associated costs, resulting in lower default rates.
8. To prevent defendants from departing the Nueces County judicial system with uncollected fees thereby ensuring the credibility of the judicial system.

IV. General Information

1. The Treasury Collections Section will be in operation from 8:00 a.m. until 5:00 p.m. every Monday through Friday, except on holidays as adopted by the County. Payments may be mailed to the Treasury Collections Section or delivered in person to the cashier window located in the County Courthouse. Except for JP court payments must be mailed or presented to appropriate court.
2. The Treasury Collections Section will be governed by various applicable policies, procedures and directives established by the County Commissioners' Court.

3. The Treasury Collections Section will, under no circumstances, amend, modify, or, in any manner, alter the terms and conditions set forth in a court decision. The payment agreements may be modified by the Treasury Collections Division.
4. The Treasury Collections Section shall maintain detailed and accurate records of all payment agreements granted.
5. It is understood that the policies set forth in this document are to be followed: however, exceptions may be made in unusual circumstances or conditions in which common sense, tempered by legal safeguards will prevail. No exception may be made regarding the modification of a Court's decision.
6. Information about defendants or the amount of payment will not be released to anyone unless authorized by a judge, clerk of the court, and/or an open records request.
7. Telephone numbers and addresses of defendants will not be released to anyone unless authorized by a judge, clerk of the court, and/or an open records request.
8. The payment history will be released only to the defendant or other parties with legitimate interest in the account, provided positive identification is made by the staff. Written requests or faxes must be signed and in the case of a third party, must be on a letterhead identifying the agency or office from which the request is being made.
9. A designated staff member will be available to testify in court concerning the payment history and account status whenever requested.

V. Collections and Compliance Program

A. Treasury Collections Section staff role and responsibilities:

1. The judge assesses and orders payment of court costs, fees and fines. The defendant requests a payment plan from the judge. The defendant enters the program when she/he is ordered to the Treasury Collections Section or the JP collections clerk for payment plan qualification.
2. Once the defendant appears at the office, the defendant is informed of the process.
3. The defendant is instructed that she/he should be prepared to at least pay court costs on same day as sentencing.
4. If the defendant is not prepared to pay court costs or the remaining amount owed, the defendant is provided an Application for Payment Plan.
5. When the defendant has completed the application, the defendant will be called in for an in-depth interview. The application will be reviewed and the defendant will be asked for any additional information that may be helpful to the case.

6. The staff will evaluate the defendant's ability to pay. There are 30-day, 60-day and 90-day payment plans based on financial availability to pay court costs, fines and fees for JP courts and longer plans for county courts-at-law and district court cases.
7. If the defendant does not wish to participate in the program and wishes to pay the full amount, she/he will be directed to the cashier window. If the defendant does not qualify for a payment plan due to indigency, she/he will be referred back to the respective judge.
8. If the defendant qualifies for a payment plan and agrees to the terms and conditions, the staff will complete an Extension for Payment agreement.
9. When preparing the payment agreement, the staff will:
 - a. Inform the defendant of the specifics of the program, through a personal interview, about the amounts she/he has been ordered and assessed to pay by the court.
 - b. Inform the defendant when payments are due and where to make payments. Payments are to be made in cash, money order, and cashier's check or by personal check. Payments other than cash may be mailed.
 - c. Notify the defendant of the consequences for failure to comply with the court ordered payment plan and the role of the county sheriff.
 - d. Provide the defendant with a signed copy of the Extension for Payment Agreement.

B. Monitoring Responsibilities:

1. The Treasury Collections Section will monitor the defendant's payment progress. A weekly report regarding delinquent accounts will be generated by the staff.
2. Delinquent cases are notified by various means that a payment was due:
 - a. Within 2-5 days delinquent, a phone call to the defendant, his family or reference will be made.
 - b. Delinquent notices are mailed weekly to those accounts reported by the Revenue System.
 - c. Pre-warrant notices (Past Due Letters) are mailed within one week from final due date.
 - d. After 60 days from the final due date.
 - a. Warrant is issued for past due.
 - b. The past due account is turned over to the attorney collection firm and 30% collection fee is added.
 - c. The case is enrolled in Omni for non-renewal of driver's license.

C. Determining Ability to Pay:

1. The staff will assess the defendant's ability to pay by reviewing the defendant's application and verify home address, phone numbers and employment.
2. The staff will compute the amount of income remaining after necessary living expenses. Staff will then explain that court costs are due today. If the defendant insists that she/he cannot make a payment, the court costs will be due in 10 or 30 days. In addition, proof of residence and employment will be necessary.
3. The staff will ask the defendant if they are prepared to pay the court costs within 10 days. If the defendant cannot pay court costs in 10 days, the Treasury Collections Section may provide additional time to pay. The staff will communicate to defendant that if payments are not made within the allotted time, further enforcement actions include an additional 30% collection fee after 60 days delinquent, non-renewal of drivers license and/or issuing a warrant for arrest.
4. People with disabilities and fixed incomes may be placed on plans with longer periods of time to complete payment. The Collections Supervisor will approve these plans.
5. The staff will complete the Payment Agreement form, and explain the terms of the Agreement and emphasize the consequences of failure to pay. The defendant should fully understand that if they do not pay, a warrant could be issued for their arrest.
6. The staff will ask the defendant if she/he has any questions. When satisfied that the defendant understands the payment process and the importance of paying on time, staff will also inform the defendant that we do not change payment due dates unless there is a loss of job or serious illness in the immediate family. The defendant will be asked to provide documentation.
7. A copy of the Payment Agreement will be given to the defendant and directed to the cashier window.
8. If the defendant is determined to be indigent, they will be referred back to the judge for community service or some other option.
9. When a defendant contacts the Treasury Collections Section and informs the staff that she/he is unemployed or is unable to make a payment, the staff will explain that the defendant must appear in person to make new payment arrangements. All contacts with a defendant should be documented accordingly.
10. Staff will review "past due" listings. Within 2-5 days from a delinquent payment the Treasury Collections Section will attempt to telephone the defendant's place of employment and/or home. If the defendant cannot be located at either place, the staff will proceed to call his reference numbers. The staff will inform the defendant, his family or reference, that the payment is due and that the defendant could be brought back to court if their payment is not in our office on a given date.
10. The Treasury Collections Section will mail out two types of delinquent notices. The first (a delinquent notice) is generated

automatically when a scheduled payment has been missed within one week. The delinquent notices continue on the payment cycle set up by the payment plan. The second notice (a past due letter) is sent within one week after the final due date which is the last letter before the account is turned over to attorney collection firm.

11. On the 61st day after the final due date the Treasury Collections Section will initiate the issuance of a warrant for arrest, turn the account over to the attorney collection firm with a 30% add on collection fee, and enter the case into the Omni system for non-renewal of driver's license.

Signed:

Diana T. Barrera
Diana T. Barrera, County Clerk

Date Signed:

1/27/06