

County of Pecos



BETTYE A. WARNOCK
COUNTY AUDITOR

400 S. NELSON
FORT STOCKTON, TEXAS 79735
915/336-3551
February 11, 1992

CHARLOTTE CAREY
ASSISTANT AUDITOR

RG-344

Madeleine B. Johnson
Chair, Opinion Committee
Office of the Attorney General
P. O. Box 12548
Austin, Texas 78711-2548

Ref: ID#14783

Dear Ms. Johnson:

I respectfully request an opinion from your committee on the grounds that: the county attorney would not get involved in the issues outlined in my original request; the district attorney believes that the bidding statutes do not apply to a lease-purchase of a computer system; neither does he believe that the \$10,000.00 bidding statute limit for purchases applies to our county (our court has not publically found it to be in our best interest to raise that limit to \$15000.00). I disagree with him on all counts. I also believe his opinions conflict with former opinions of the Attorney General's Office.

My request for an opinion meets the requirements of the provisions in section 41.007 of the Texas Government Code.

Sincerely yours,

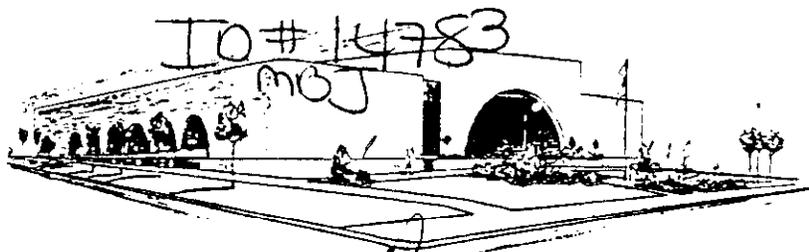
Bettye A. Warnock

County of Pecos

BETTYE A. WARNOCK
COUNTY AUDITOR



400 S. NELSON
FORT STOCKTON, TEXAS 79735
915/336-3551



Re:
RD-344

CHARLOTTE CAREY
ASSISTANT AUDITOR

January 24, 1992

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Opinion Committee
Office of The Attorney General of Texas
P. O. Box 12548
Austin, Texas 78711-2548

Dear Committee Members:

During the 1992 budget process the Pecos County Commissioners Court refused a Justice of the Peace's request for a \$10,000.00 appropriation for a computer. They did approve a \$4,000.00 line item for equipment. In December of 91 she ordered and had installed a computer system that includes software, hardware, and a three year maintenance agreement. The maintenance agreement is priced at \$2,400.00 per year. The county judge signed an equipment lease for a term of 36 months that agrees to pay \$4,668.00 yearly in advance. At the end of the lease, a payment of \$1.00 will make the equipment the property of the county. The lease was not authorized by the court and the contract was not drawn up by the county attorney. The total amount of this lease-purchase is \$14,005.00 and includes the three years maintenance cost of \$7,200.00. The first year's payment is \$4,668.00 and as I stated the J P has \$4,000.00 in her budget for equipment. In addition there was no court authorization, and bids were not taken.

In April of this year, the Commissioners Court recorded in their minutes, an order that limits their "non-bid" purchases to \$5,000.00 instead of \$10,000.00.

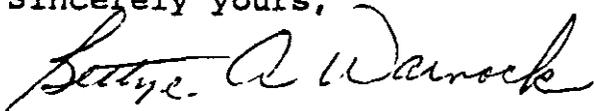
I believe the contract was unauthorized and that the purchase was in violation of the bidding statutes, not to mention the court's order.

Please advise if this claim can be allowed. The court is now considering paying for the hardware and the software for a settlement price of \$9,550.00 and then enter into a separate agreement for the maintenance at \$2,400.00 per year. This would make this purchase cost the taxpayers of this county \$16,750.00. To me this seems to be separating the components to avoid the bidding requirements.

I have referred to the Local Government Code and to the Hart Graphics publication of all the Attorney General's opinions. I have also talked to the Comptroller's office, to your office, to other auditors, to the Texas Association of Counties, and to Bill Hicks, publisher of the Information Guide On County Government. The county attorney does not want to get involved and a district attorney believes the statutes allow purchases of up to \$50,000.00 before bids have to be taken.

I respectfully request you help me solve this problem by giving me a legal opinion.

Sincerely yours,

A handwritten signature in cursive script that reads "Bettye A. Warnock". The signature is written in dark ink and is positioned above the typed name.

Bettye A. Warnock