

Interlocal Cooperation Contract

1. STATE OF TEXAS §

§

COUNTY OF BEXAR §

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 CITY of LEON VALLEY, 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 judgement ordering payment of a fine or cost in the manner ordered by the court in a manner 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 judgement 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 judgement 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 judgement 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 judgement;
- (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 judgement as required by law;
- (7) the date that the person failed to appear or failed to pay or satisfy a judgement; 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.

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 judgement arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgement 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 judgement 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, Inc. ("Vendor"), a corporation organized and incorporated 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, Inc.

6101 W. Courtyard Drive, Building 3, Suite 210

Austin, Texas 78730

(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 parties 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 judgement awarded against the local political subdivision or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgement or related cost is not attributed by the judgement 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

Texas Department of Public Safety



Project Administrator, FTA Program

City Manager

5805 North Lamar Boulevard

6400 El Verde Rd

Leon Valley, Texas 78238

Austin, Texas 78773-0001

(210) 684-4476

(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 LOCAL POLITICAL SUBDIVISION*

PUBLIC SAFETY



Tom Haas Authorized Signature

Chief of Finance

Date Title

2-4-04

Date

* 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.

RECEIVED

JAN 27 2004

LIB

FAILURE TO APPEAR PROGRAM INFORMATION SHEET

PS ID # _____
I.L. Rec'd _____
County _____

[counties should complete this form for each precinct or court that will participate in the FTA Program]

City of Leon Valley M-Th 7:30a-5:30p Fri 7:30a-11:30a
Name of Political Subdivision Business Hours
6400 El Verde Road Leon Valley, Texas 78238
Address City Zip

Telephone # for violators to call regarding outstanding tickets: (n/a)

FTA Administrator: Gretchen Black Title: Assistant City Manager

Telephone #: (210) 684-1391 x216 Fax #: (210) 684-4476
Email: gblack@ci.leon-valley.tx.us

FTA Computer Operator (if different from FTA Administrator):
Sonia Hernandez Title: Administrative Clerk

Telephone #: (210) 684-1391 x213 Fax #: () same
Email: none

FTA Billing Matters: Gretchen Black Title: Assistant City Manager

Telephone #: () same as above Fax #: ()
Email: _____

BEST TIME TO CONTACT YOUR FTA COORDINATOR? During above hours listed

Equipment requirements for Failure to Appear software: **WINDOWS 95, WINDOWS 98 OR GREATER**

MINIMUM: IBM PC or Compatible, 486 Processor or Better, 16 Megabytes of Random Access Memory, 10 Megabyte or Larger Hard Disk Drive, 100% Hayes Compatible Modem

RECOMMENDED: IBM PC or Compatible, Pentium 100MHz or Faster, 32 Megabytes of Random Access Memory, 25 Megabytes or Larger Hard Disk Drive, 100% Hayes Compatible Modem

Your current computer hardware and software [please check one]:

Operating System: Windows 95 Windows 98 Windows NT

Other [please identify]: _____

Word Processing Software: Word WordPerfect Other: _____

Does your computer have a modem? Yes No

Do you have access to a long distance telephone line? Yes No

~~Does your computer have a Cd Rom Drive? YES NO Do you have access to the Internet? YES NO~~

If you do not currently have the minimum equipment requirements, when do you expect to acquire and have them operational? N/A

PLEASE COMPLETE THIS FORM AND RETURN TO: **OMNIBASE SERVICES OF TEXAS**

ATTN: DONETTA MOORE
7320 N. MOPAC STE 310
AUSTIN, TX 78731
FAX 512/ 346-9312
FOR INFORMATION CALL 512/ 346-6511

CITY OF LEON VALLEY

ADMINISTRATION

Interoffice Memorandum

To: Staff

From:  Gretchen Black, ACM

Subject: Warrant Program

Date: March 30, 2004

As you know we are working towards all of our warrants being reported to DPS. We still have a few items to address before the program is underway however, one change will be effective immediately as follows:

1. All warrants will be recorded on the warrant clipboard.
2. Those that are "old warrants", without a RED warrant status will be highlighted in yellow so that the Warrant Officers will know that the warrants are in the case jacket.
3. We will no longer have a "warrant list to balance" as all warrants in practice will be active. However, please note that it is still critical that the defendant's name be written down for all those in-between, end of day issues, etc.
4. The Judge has agreed to allow staff to stamp the warrants so this creates only active or voided warrants. Voided warrants will still need to be returned to Sharon for her daily check list.

There are still going to be issues to work out so be patient, ask questions, and don't get "set" into any one way of thinking until the entire program is fully on-line.

FTA Program Update

The FTA Program will have its first trial run on Monday, June 14th. Sonia is in charge of the program and the reporting. The following information establishes how the program will be implemented and managed.

1. The Program will begin with warrants dated 9/1/99. It can be run for any type of warrant although the dates for capias and general warrants may have a later start date, and if so, I will let you know.
2. Sonia will enter the date range for the DPS system flag 30 days at a time and print a hard copy for verification. She will continue to produce lists about every two weeks until the approximately 4000 or so old warrants have been added to the system. The cases will be marked with a red DPS stamp.
3. When the DPS flag has been added a \$30.00 fee will be put on the warrant case by the computer system. It will NOT be on the actual warrant unless staff adds it to the total. This means that when the Warrant Officers are out in the field they need to be extra careful about confirming the amount due.
4. Sonia will add the \$30.00 fee to the outside of the case jacket label. Staff will need to remember to put a DPS tag on any case that is not cleared at the time of the initial contact with the defendant. This will be just as we did with MSB whereby the cases are returned to Sonia for reporting to DPS.
5. No DL will be cleared until ALL the original cases due and reported to DPS are cleared. It is in the best interest of the defendant to pay in full. Remember all the cases will be active warrants and therefore, they must be paid in cash.
6. After all the warrants have been input AND the DPS flag has been added it will then be a process whereby the Warrant Officers will turn in warrants after 90 days, similar to the process we had with the UTL warrants that were given to MSB.
7. In the initial phase we know that some cases cannot be reported because the defendant might not have a Texas driver license. If there is no DL there is no reporting.
8. I will remind the Judge and Prosecutor that they need to be careful about reducing the fees due on warrants as we have to pay this new \$30.00 fee first to the State, along with all their other court costs before the City receives any share.