

# TEXAS DEPARTMENT OF PUBLIC SAFETY

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August 22, 2019

Dear Court Administrator:

Enclosed please find the revised contract offered by the Texas Department of Public Safety to accommodate Chapter 706 of the Texas Transportation Code. Please complete all of the appropriate entries on the contract and arrange for the approval and signature of the presiding official authorized to sign contractual documents in your jurisdiction (mayor, city manager, county judge, etc.).

Only one (1) original signed contract should be submitted for each political subdivision; if you require a final copy for the court, please indicate so when you return the document. Signed contracts should be returned to:

Texas Department of Public Safety  
Attn: Enforcement and Compliance Service  
P.O. Box 4087  
Austin, Texas 78773-0320

After the contract has been returned to the Department it will be processed for the appropriate signatures.

Any questions regarding the contract should be forwarded to Enforcement and Compliance Service; Tijuana Pendergrass at (512) 424-5431.

Sincerely yours,

Frances Gomez, Manager  
Enforcement and Compliance Service

# **Interlocal Cooperation Contract For the Failure to Appear Program**

**STATE OF TEXAS**

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**COUNTY OF \_\_\_\_\_**

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## **I. Parties**

This Interlocal Cooperation Contract ("this Contract") is made and entered into between the Texas Department of Public Safety ("TXDPS"), an agency of the State of Texas, and the \_\_\_\_\_ Court of the City or County of \_\_\_\_\_, a political subdivision ("Political Subdivision") of the State of Texas, which shall be referred to herein as "the Parties".

## **II. Overview**

The purpose of this Contract is to implement the provisions of Texas Transportation Code, Chapter 706. The Political Subdivision is contracting with TXDPS 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 and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Texas Code of Criminal Procedure.

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

The Political Subdivision contracting with TXDPS shall pay monies to the Vendor based on a fee established by this Contract. TXDPS shall make no direct or indirect payments to the Vendor. The Vendor shall ensure that accurate information is available to TXDPS, the Political Subdivision and persons seeking to clear their license at all reasonable times.

## **III. Definitions**

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

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

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

- 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 TXDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Political Subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

## **VII. Clearance Reports**

The Political Subdivision that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor or TXDPS. The clearance report shall identify the person, state whether or not a fee was required, advise TXDPS to lift the denial of renewal and state the grounds for the action. All clearance reports shall be submitted immediately, but no later than two (2) business days, from the time and date that the Political Subdivision receives appropriate payment or other information that satisfies the person's obligation to that Political Subdivision.

To the extent that a Political Subdivision utilizes the FTA Program by submitting an FTA Report, the Political Subdivision shall 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 Political Subdivision shall not require payment of the administrative fee.

A clearance report shall be submitted for the following circumstances:

- (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.

TXDPS will not continue to deny renewal of the person's driver license after receiving notice from the Political Subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the Political Subdivision's record retention policy.

## **VIII. Quarterly Reports and Audits**

The Political Subdivision shall submit to TXDPS quarterly reports in a format established by

## **XI. Non-Waiver of Fee**

The Political Subdivision shall not waive the \$30.00 administrative fee for any person that has been submitted on an FTA Report, even if the person is deemed to be indigent, unless (i) the person is acquitted of the charges for which the person failed to appear or (ii) the FTA Report was submitted in error.

Failure to comply with this section shall result in (i) termination of this Contract for cause and (ii) the removal of all outstanding entries of the Political Subdivision in the FTA Report, resulting in the lifting of any denied driver license renewal status from TXDPS.

## **XII. General Terms and Conditions**

### **A. Compliance with Law**

The Political Subdivision understands and agrees that it shall comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by TXDPS.

### **B. 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.

### **C. Venue**

Except as otherwise provided by Chapter 2260 of the Texas Government Code, venue for any litigation between the Parties shall be Travis County, Texas.

### **D. Chapter 2260, Texas Government Code**

The Political Subdivision shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or contract claims arising under this Contract.

### **E. Litigation and Liability**

In the event that the 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 Political Subdivision shall make a good faith effort to notify TXDPS immediately.

Each Party to this Contract agrees that it shall have no liability whatsoever for the actions and/or omissions of the other Party's employees and officers, regardless of where the individual's actions and/or omissions occurred. Each Party is solely responsible for the actions and/or omissions of its employees and officers; however, such responsibility is only to the extent

#### **K. Non-Incorporation**

This Contract constitutes the entire agreement between the Parties with regard to the matters made the subject of this Contract. There are no verbal representations, inducements, agreements, understandings, representations, warranties, or restrictions between the Parties other than those specifically set forth herein.

#### **L. Non-Assignment**

Neither party shall assign its rights nor delegate its duties under this Contract without prior written consent of the other Party.

#### **M. Headings**

The headings, captions, and arrangements used in this Contract are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor to affect the meaning thereof.

#### **N. Interpretation Against the Drafter**

Regardless of which Party drafted this Contract or the language at issue, any ambiguities in this Contract or the language at issue will not be interpreted against the drafting party.

#### **O. Multiple Counterparts**

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

#### **P. 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.

#### **Q. Termination**

1. Termination for Cause. Either Party may terminate this Contract if the other Party neglects or fails to perform or observe any of its material obligations herein, and such default continues for thirty (30) days following receipt of written notice of such default.
2. Termination for Convenience. Either Party, upon thirty (30) days written notice, may terminate this Contract in whole or in part.
3. Mutual Termination. This Contract may be terminated by mutual agreement and consent, in writing, of both Parties.

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**

**POLITICAL SUBDIVISION\***

\_\_\_\_\_  
Driver License Division Director  
Or Designee

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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