

AGENDA ITEM # 21

September 30, 1997

*

Discuss and take appropriate action regarding participation on DPS's failure to appear program.

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To approve DPS's failure to appear program.

Vote: Motion carried 4 - 0 With Judge Doerfler absent from the dais.

< Clerk copy here >

OMNIBASE

Services Incorporated

September 11, 1997

Mr. John Doerfler
County Judge
Williamson County
Williamson County Courthouse, 2nd Floor
Georgetown, TX 78626

RE: **Texas Department of Public Safety's (TDPS) Failure To Appear Program (FTA)**

Dear Judge Doerfler:

As a result of Senate Bill 1504 being passed in 1995, political subdivisions (cities/counties) such as yours can now contract with the TDPS to participate in this Program. OmniBase Services, Inc. is the vendor selected by the TDPS to provide software to interface your city's/county's delinquent citations into the TDPS database.

Since the issuance of interlocal contracts between political subdivisions and the TDPS beginning in October 1996, more than 145 cities and counties, thus far, have chosen to be a part of this new and productive Program. Enclosed is a current list of participating political subdivisions for your review.

We are also enclosing two bulletins from the TDPS outlining the operation of the FTA Program and what it covers. As a result of new legislation passed during the 1997 Legislative Session, the Program will be expanded September 1st to include entry into the database of FTA along with other offenses.

We are forwarding this information to you as a courtesy in the event that you were unaware of the Program and the benefits it can provide your city/county. If you would like further information or have any questions regarding the FTA Program, please contact the following individuals:

For Program Information: Ms. Jan Coffey, TDPS (512) 424-5974; 5869
For Technical Information: Mr. Richard Scroggins, OmniBase (512) 346-6511

Thank you for your consideration of the FTA Program and we look forward to hearing from you in the near future.

Regards,



Peary Perry
President

Enclosures

9/11
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Affects of New Legislation: Failure To Appear Program and The 6-Year Driver License

The Failure to Appear Program was established by the 74th Legislative Session, Senate Bill 1504. Vernon's Civil Statute, 6687d was created to authorize the Department to contract with political subdivisions to deny renewal of the driver license for failure to appear on certain traffic violations. Any city or county, regardless of population, may contract with the Department to deny the renewal of a driver license to a person who fails to appear as required by law. A complaint, citation or a court order to pay a fine involving a traffic law applies to Class C misdemeanor traffic violations occurring on or after September 1, 1995.

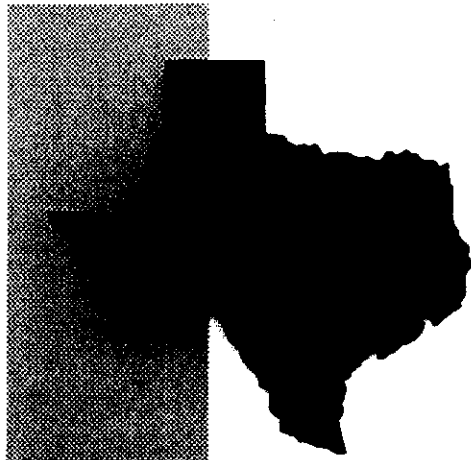
The 75th Legislative Session expanded the Failure to Appear Program by authorizing the Department to deny renewal of a driver license to a person who is charged with Failure To Appear (Penal Code 38.10), Violate Promise To Appear (TRC 543.09), or Failure To Provide Evidence Of Completion of Driving Safety Course (TRC 543.107[b]). Traffic law as it relates to the Failure to Appear program is defined as a statute or ordinance, a violation of which is a misdemeanor punishable by a fine in an amount not to exceed \$1000. It regulates a driver's conduct or condition while operating a motor vehicle, or the condition of the motor vehicle while it is being operated on a road, street, or highway. The expansion of this statute assigns the above mentioned additional violations that may be used for purposes of denying renewal of a driver license. The expanded definition of traffic law will also include driver license and registration status violations. This new language will take effect on September 1, 1997.

The Failure to Appear program will undergo additional change with the implementation of House Bill 1200 which was also passed in the 75th Session. This statute relates to the period of validity and fees for the issuance of a driver license and personal identification card, essentially expanding the renewal cycle from 4 years to 6 years with the fees increased respectively. The implementation of this legislation will have an impact on the FTA program, in that those violators who are delaying compliance until their license renewal is denied, will gain an additional two years. In reviewing current program statistics, the majority of violators are complying with the initial notification that they have been entered into the system.

As always, the Texas Department of Public Safety, Failure To Appear program staff are available for assistance and can answer your questions. Please contact our offices at (512)424-5974 or (512)424-5869.

**145 POLITICAL SUBDIVISIONS CONTRACTED
AS OF September 10, 1997 FOR
THE FAILURE TO APPEAR PROGRAM**

Albany	Garrett	Old River-Winfree	Timpson
Andrews	Garrison	Olmos Park	Town of Highland Park
Atlanta	Groveton	Olton	Trinidad
Bandera	Harker Heights	Onalaska	Tulia
Bastrop	Houston	Oyster Creek	Tye
Beaumont	Humble	Palacios	University Park
Bertram	Hunters Creek Village	Panhandle	Upton County
Big Sandy	Ingram	Panorama Village	Valley View
Big Spring	Jacksboro	Patton Village	Van Alstyne
Bovina	Jackson County	Pinehurst	Victoria
Brazoria	Jacksonville	Point Comfort	Village of Surfside Bch
Breckenridge	Karnes City	Poteet	Walker County
Brenham	Krum	Pottsboro	Washington County
Bridge City	La Marque	Presidio	Waskom
Bruceville-Eddy	Lacy Lakeview	Presidio County	West
Bullard	Lago Vista	Queen City	West Columbia
Caddo Mills	Lake Jackson	Ralls	West Tawakoni
Castle Hills	Lampasas	Rancho Viejo	Westworth Village
Castroville	Lavon	Riesel	Willis
Cedar Park	Liverpool	Rio Grande City	Wink
Celeste	Lockhart	Robinson	Woodville
Chandler	Magnolia	Royse City	Wortham
Cleveland	Manvel	Rusk	
Clute	Marble Falls	Sabinal	
Clyde	Mathis	San Angelo	
Commerce	Maypearl	San Antonio	
Corpus Christi	McAllen	Savoy	
Corrigan	Melissa	Seagoville	
Crandall	Mesquite	Sealy	
Deer Park	Midlothian	Seminole	
DeKalb	Missouri City	Slaton	
Dickinson	Mont Belvieu	Smithville	
Dumas	Morgan's Point	Somerville	
Duncanville	Moulton	South Padre Island	
East Mountain	Mt. Enterprise	Splendora	
Ector	Nash	Stagecoach	
El Paso	New Boston	Sulpher Springs	
Fort Bend County	New Deal	Sunnyvale	
Fort Worth	Nolanville	Sunrise Beach	
Friendswood	Normangee	Terrell	
Galena Park	Northcrest	Texas City	



TEXAS DEPARTMENT OF PUBLIC SAFETY

FAILURE To APPEAR PROGRAM

DUDLEY M. THOMAS
DIRECTORTHOMAS A. DAVIS, JR.
ASST. DIRECTORCOMMISSION
JAMES B. FRANKS,
CHAIRMAN
RONALD D. KRIST
ROBERT B. HOLT
COMMISSIONERS

Dear Court Administrator:

The following information is in regard to Senate Bill 1504, Vernon's Civil Statutes, Article 6687d, which provides for political subdivisions to contract with the Texas Department of Public Safety to deny renewal of the driver license for the offense of Failure To Appear.

Enclosed please find a pamphlet and the contract offered by the Texas Department of Public Safety to accommodate the provisions of Article 6687d. If your jurisdiction is interested in contracting with the Department, please complete all blank spaces on the contract, arrange for approval and the signature of the presiding official authorized to sign contractual documents over the jurisdiction. Only one (1) original signed contract for each political subdivision should be returned to:

Texas Department of Public Safety
Project Administrator: Jan Coffey
License Issuance Bureau
P. O. Box 4087
Austin, Texas 78773-0001

After the contract has been returned, each political subdivision will receive further instructions and procedures. OmniBase Services, Inc., the vendor contracted by DPS to administer the Fail to Appear database, will contact your jurisdiction to discuss hardware and software needs to begin the project.

We are looking forward to working with you on this project. Our efforts are directed toward offering political subdivisions a functional service in bringing affected traffic violations and resulting dispositions to a final conclusion.

Any questions regarding the contract should be forwarded to Project Administrator, Jan Coffey at (512) 424-5974 or the above captioned address.

Jan Coffey, Project Administrator
License Issuance Bureau

FAILURE TO APPEAR PROGRAM

As a result of nonpayment of fines associated with Class C misdemeanor violations, political subdivisions and the State of Texas have encountered a significant loss in revenue.

The TDPS will offer a solution to serve the political subdivisions by denying the renewal of a driver license for failure to appear. It is estimated that 95-98% of the FTA offenders will comply with the political subdivisions that contract with the Department.

The intent of the Failure to Appear Program is directed toward the establishment of a system that requires the traffic violator to appear before the originating court for a final disposition. However, at this time the program is somewhat a misnomer because it does not include the actual *failure to appear offense*. This pamphlet will identify a sequence of events that will assist in bringing traffic law violators to justice.

During the 74th Legislative Session, Senate Bill 1504, Vernon's Civil Statutes, 6687d, authorized the Department to contract with political subdivisions to deny renewal of the driver license for failure to appear on certain traffic violations.

This bill will affect Class C misdemeanor traffic offenses in which the violators are given 10 days to appear in court for the prosecution of the offense. Other provisions of the bill are as follows:

- Authorizes the Department to contract with a private vendor to implement the system.
- Requires the political subdivision to compensate the private vendor for service delivered under the provisions of this bill (prohibits the use of state funds to compensate a private vendor).
- Provides for an administrative fee of \$30.00 for each offense.
- Establishes an immunity from suit and damages for the state and political subdivisions.

- Authorizes the Department to adopt rules to implement the provisions of the bill.
- Requires the peace officer to give notice of the sanction at the time a citation is written.
- Applies to offenses that occur on or after September 1, 1995.

Warning on Citation

A peace officer who is authorized to issue citations shall issue a written warning to each person for a traffic law violation. This warning will affect all citations issued on or after September 1, 1995, and shall be in addition to any other warnings required by law. The warning should be or have similar language to , *"if you fail to appear in court as required by law, you may be denied the renewal of your driver license and assessed an additional fee."* This warning may be given by stamp or a label placed on the back of the citation, handed to the offender in the form of a 3 x 5 card or an 8 1/2 x 11 sheet of paper. If given with a courtesy notice that has a fine schedule, the peace officer should read to the violator. (Statute says the peace officer must give notice.)

The mandatory warning can also be given in a written document. If offenses where the violator has appeared, but has failed to completely comply with the court mandates (time payments, DDC, etc.), or if the court extends the appearance date, the court should provide a written document to the offender advising the offender that he or she must comply by a specific date or appear in court. If the court accepts a telephone call as an appearance, after the court advises the fine or other acceptable condition, the judge or clerk should advise the offender to appear in court. Even if the court does not accept appearance by telephone, the judge or clerk should preface information on compliance with the law.

All citations falling under Vernon's Civil Statute, Article 6687d, apply to Class C misdemeanor traffic violations. These violations regulate a driver's conduct or condition while operating a motor vehicle, or the condition of a motor vehicle while it

is being operated on a street, road, or highway. This does not include parking violations. However, it does apply to some city ordinances.

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Warrants

Currently, it is estimated that as few as 25% of warrants issued are brought to final disposition. This means that over one and three quarter million offenders are ultimately not brought to justice.

The FTA Program does not require a warrant to be issued in response to a person's failure to appear. Whether a political subdivision issues a warrant or not is irrelevant to an offense being accepted into the FTA System. It is the option of the political subdivision whether or not to continue issuing warrants. However, the \$35.00 warrant fee can only be enforced if a warrant is issued. Some courts have decided to issue a warrant in addition to entering an individual into the FTA system, while others have stated they will no longer issue warrants.

Program Overview

Court Requirements

A contract entered into between the Texas Department of Public Safety and a political subdivision must be in effect to implement the provisions of Vernon's Civil Statute, Article 6687d.

In order to have a violator entered into the FTA system, political subdivisions must electronically send a FTA report with the following information: name, date of birth, driver license number, address, offense(s), offense date(s), fine amount, docket number, and jurisdiction. It is the responsibility of all political subdivisions to provide accurate, complete, and non-duplicative information.

Vendor System

The Texas Department of Public Safety has contracted with OmniBase Services Inc. to assist with the automation of the FTA Program.

OmniBase will be utilized as the source database of original FTA record entries from the political

subdivisions. This will establish an automated information system to accurately store and access records that will be made available to the Department.

OmniBase will maintain records on each person after compliance for 5 years and indefinitely on those who do not comply. This contractor will also maintain accessible customer support services, including a toll-free telephone line to answer and resolve questions from persons who are subject to denial of their driver license. The Department will have a separate toll-free number for problem resolution.

OmniBase shall be expected to provide and maintain complete and accurate records on all transactions with political subdivisions and the Department. Data collected from any political subdivision, including the Department, shall be considered confidential and such data shall be used only for the purposes established in the contract.

OmniBase will provide the necessary protocol for using electronic methods and software to the political subdivision at no cost.

OmniBase will mail the initial letter to the offender on modified Department letterhead. It lists the outstanding offenses, how to comply, a toll-free number for inquiries, as well as sanctions for non-compliance.

Clearance Requirements

An originating court should immediately provide clearance information on the reported violator. All information will be entered on a personal computer or other electronic methods and downloaded by modem to the Vendor. If final disposition is received, it should be provided in the following manner: plea, disposition, penalty, and person's name. All clearance information must be transmitted within 24 hours of compliance or other information that satisfies the disposition. No exceptions to the 24-hour period will be granted for weekends and/or holidays.

A \$30.00 administrative fee will apply to each applicable FTA offense. Twenty dollars (\$20) of

each fee collected will be sent to the comptroller on or before the last day of the month following the end of the calendar quarter. Ten dollars (\$10) of each fee will be retained by the political subdivision.

If the person is acquitted or establishes good cause for failing to appear, then the court shall not require the person to pay the \$30 administrative fee. The originating court must immediately send a clearance electronically to lift the denial of renewal.

At the time of final disposition, each political subdivision must pay the Vendor a fee of \$6.00 per applicable offense which has been reported to the FTA Program. No payment will be made to the Vendor if the court finds that good cause existed for the person having failed to appear or is acquitted of the charge.

If a person serves jail time in lieu of payment of costs or fees, or if the person dies, then no payment will be made to the Vendor. However, if the person pays court costs and fees, but does not pay a fine assessed by the court, then payment to the Vendor is required.

If a person makes partial payment of court costs and fees, then the court will make partial payment to the Vendor in an amount equal to the percentage of court costs and fees paid by the person. If additional payment toward court costs and fees is required, then the courts shall pay the Vendor accordingly.

DPS System

Once information has been transmitted to the Vendor, a data cartridge tape is produced and delivered daily to DPS. The tape contains all entries, as well as final dispositions which have occurred since the previously delivered tape.

Upon receipt at DPS, the FTA data cartridge is downloaded into the mainframe computer. The Department will perform an edit against all driver records and all erroneous data will be returned to the vendor for correction. All accepted data will automatically turn on a FTA Flag for the appropriate driver record.

In lieu of a driver license renewal notice, the Department will notify FTA offenders by letter and inform the offender that the renewal of their license will be denied. In addition, the letter will provide the toll-free number for compliance information and will inform the offender of the consequences of driving while license suspended (DWLS).

If the FTA offender should go to the Driver License office to renew their license, after receiving notice of denial, they will be issued a 60 day temporary permit. If the offender inquires about outstanding FTA citations, the clerk will refer the offender to the toll-free number.

Upon receipt at DPS headquarters, renewal requests with outstanding FTA citations will be deleted from the license manufacturing process.

However, the renewal request is updated on the basic screen and the driver record is marked, "DENIAL LETTER-FTA."

The Department will generate a second letter to the FTA offender that will inform the offender that his/her driver license will not be renewed because of outstanding FTA citations. In addition, the letter will inform the offender that upon the expiration of the temporary permit, all driving privileges will be denied. The letter will provide the toll-free number for compliance information; inform the offender of the driving while license suspended (DWLS) consequences; and inform him/her that upon compliance, the driver license will be mailed.

After compliance is received, an automated process will be utilized to produce a driver license and the record will reflect "COMPLIANCE RECEIVED-FTA." The driver license is then mailed to the individual.

If a person does not comply and/or if the person has not attempted to renew their license (including offenders who attempt to renew their license up to one year prior to the expiration), upon 60 days after the expiration of the driver license or temporary permit, whichever comes first, a third letter will be generated and sent by certified mail officially denying renewal of the individual's license. The Departments mainframe computer will simultaneously update the driver record to reflect,

"DENY LICENSE RENEWAL - FTA". The FTA offender will then fall under the existing DWLS statutes if found operating a vehicle.

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Technical Overview

The following figures of illustration may be referred to when analyzing how your system will integrate with the Vendor's system.

Figure 1 illustrates the standard setup that political subdivisions will use to transmit their records to the OmniBase server. The application that will be doing the transmission, as well as managing the database and reporting, is called Remote Entry System (RES). A political subdivision will use a typical computer (Mac, IBM or compatible) to upload data records through a modem to the OmniBase server. The server will export all newly transmitted records to a 3480 tape that will be carried to DPS daily. DPS will export confirmation or denial status of the records that were transmitted the previous day. These confirmation records are then loaded onto the server and downloaded into the RES system at the political subdivision's next transmission. RES can report all records denied by the DPS so they can be corrected and retransmitted.

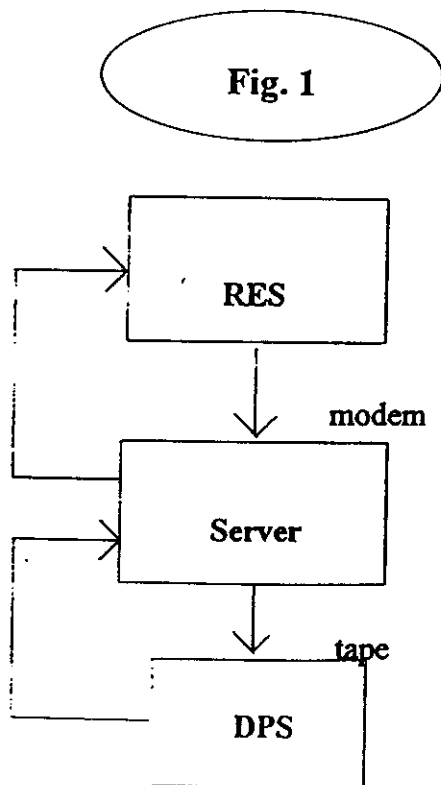


Figure 2 illustrates a data flow that consists of utilizing RES's security and transmission features with a third-party vendor application (Office of Court Admin., Court Specialist, etc.). This application will export the necessary data to RES, which will transmit the records as described above. The confirmation will be received by RES and will provide a report of the status of all transmitted records. The political subdivision will then use the third-party application to correct the denied records and export them to RES again.

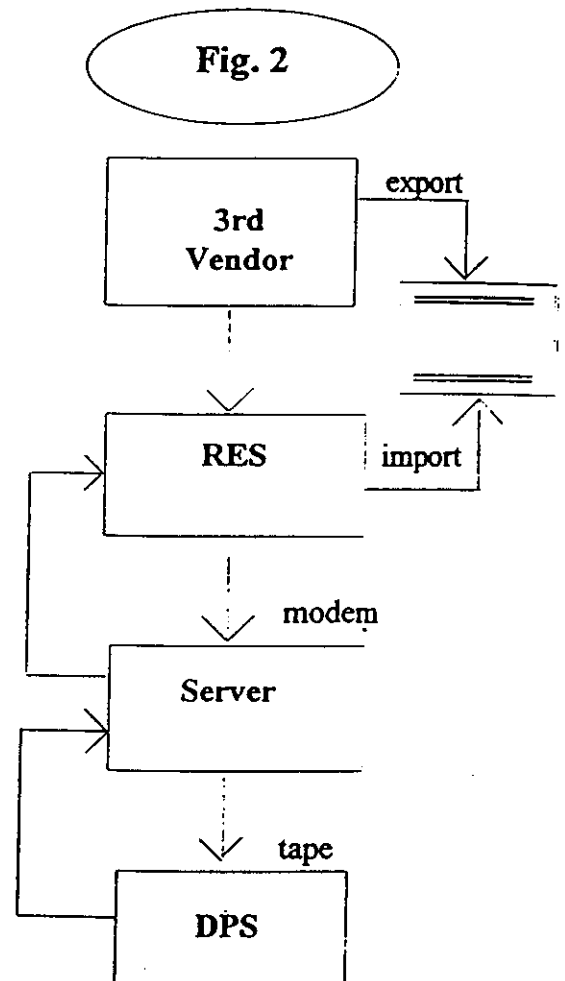
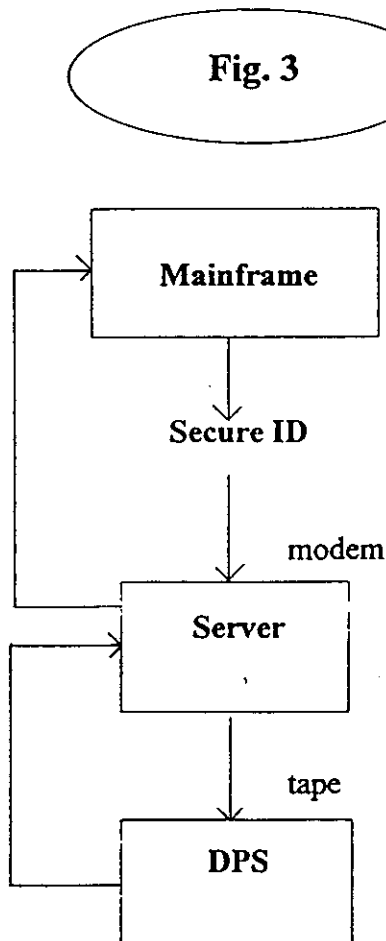


Figure 3 a political subdivision with a large mainframe can either use the RES system or transmit the records directly to the OmniBase server. As the connection between a mainframe and the server is made, the "Secure ID" card security provisions will be applied. The confirmation will be transmitted directly to the mainframe from the OmniBase server.



Retransmissions/Remailing

A new offense can not be updated with a disposition or plea until the DPS confirmation for that record has been received. When the disposition and plea are entered, the record will be marked for transmission and sent out with the other marked records at the next transmission time. If the record is modified in any way after it has been transmitted for the second time (such as a disposition and plea have been entered), it will be marked for transmission and will not be mailed a new letter from OmniBase.

When a record has been confirmed and if the record's address is modified, it is retransmitted and will be mailed.

Conditions for Retransmission

- Record modified after confirmation
- Record modified after disposition
- Transmission failed

Conditions for Remailing

- OBS operator adds or edits an address
- Record address is modified after confirmation
- Record fines change and record has no disposition

Description of FTA Import Routines

The "loader.lbr" is an application that can run on the server or on a client that has access to the file manager on the HP server. The purpose of the application is to import records from files deposited on the server via the RES system. Wildcat 5 (the BBS software) has been configured to recognize an Upload and Download directory. Wildcat is configured to place files downloaded via RES into the Download directory. The name of the file downloaded will be the Political Subdivision ID number, plus a two-digit number generated by RES, and a suffix of ".INP".

If for some reason the "loader.lbr" were to quit operating, the only impact would be that the files would begin to stack up. Once restarted, the "loader.lbr" would be able to catch up with the extra load.

Once imported, the files will be moved to another directory. All files transmitted by RES will be backed up on a daily schedule.

A series of checks must be made to ensure integrity when importing records. The following is a summary of checks that occur when the "loader.lbr" imports a record.

The Political Subdivision ID number is checked to ensure it exists in the database. If it does not, an

error log will be printed with an "Invalid Political Subdivision" remark in the "Reason For Failure" comment section. The file will be moved, and someone will have to fix the problem based on the error log generated.

The Violator will be checked to see if they already exist in the FTA database. If not, he/she will be added. If he/she exists, fields will be compared to see if any changes have been made. If the information has changed, the record will be updated to reflect the latest values.

If the Violator was not in the database, their Address information will be added to the database. If the Violator did not exist, the Address information will be compared on a field-by-field basis. If changes were found, all other Address records will be set to "NOT" main. The latest Address information will be added as a new Address record for the Violator, and it will be set as the Main address. All Offense records will be set to "NOT" printed so that the next letter print job will capture this Violator again with the new Address information.

If the Violator was not in the database, their Offense information will be added to the database with a "SEND" record status so that the records will be sent to the DPS on the next tape, if necessary.

If the Violator did exist, the Offense record will be checked to see if it already exists in the database. If it does not exist, it will be added to the database. If it does exist, the information will be compared on a field-by-field basis. If changes were found, the Offense record will be updated to reflect the changes. In this case, the Disposition will be checked to see if the old value is "NEW" and the new value is not "NEW," which would indicate that this Offense needs to be cleared and the record status will be set to "SEND". The status of the Offense will also be checked to see if it was rejected last time. If so, the Offense will be set to "SEND" again, and the process will continue until a confirmed status is achieved.

Security Related Issues

The security issues for the political subdivisions involve three separate cases. These cases include

large political subdivisions using mainframes, political subdivisions using the application from third-party vendors (such as Office of Court Administration), and political subdivisions using OBS's Remote Entry System (RES).

Political subdivisions that will be using OBS's RES will have a three-level security system. The first level is in the application itself which will create a hidden file upon installation and will not transmit any records without the presence of this hidden file. RES will utilize a check code that is generated with an algorithm. The code will be included in the header which will use the number of records transmitted and possibly other field values from the included records. Each record will have a similar check code that is generated based solely on the particular record. Each transmission will be secured through a check code algorithm-generated-header inclusion, and each record will be secured through a similar check code algorithm generated from field values that will be permanently stored in the database and verified when the record is updated in the database.

The political subdivisions that will be using third-party applications will export their data to disk. RES will then import the data, map the database fields, and transmit the data to the OmniBase server. Since the RES system will be doing the transmission, the same security and line access will be utilized in this case.

Large cities that use mainframe computers will also use the same check code that is generated in the RES system. The OmniBase server will verify the code at its transmission. In addition to the code, they will also utilize the Security Dynamics Secure ID card.

Interlocal Cooperation Contract

STATE OF TEXAS §
 §
 COUNTY OF Williamson §

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 Williamson, a local political subdivision of the State of Texas.

II. Overview

The purpose of this contract is to implement the provisions of V.C.S. art. 6687d (Denial of Renewal of License for Failure to Appear). The TDPS has authority to contract with a private vendor ("the Vendor") pursuant to Section 5 of that article. The statute is intended to ensure that persons cited for traffic violations comply with a promise to appear in court to respond to a traffic citation. This Contract is intended to implement the purposes of the statute as efficiently as practicable.

Information concerning persons who have failed to appear will be generated by local political subdivisions of this state. The Vendor will provide the necessary goods and services to establish an automated information system ("FTA System") whereby information regarding violators subject to the provision of V.C.S. art. 6687d may be accurately stored and accessed by the TDPS. Utilizing the FTA System as a source of information, the TDPS will deny renewal of a drivers 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 and funded from fees paid by persons who are the subject of an entry in the FTA System. 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 to persons seeking to clear their licenses at all reasonable times.

III. Definitions

"Complaint" has the meaning assigned in Article 45.01, Code of Criminal Procedure, or other lawful written notice of an offense, as provided in Article 27.14(d), 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, the local political subdivisions and the Vendor, including the FTA System.

"Failure to Appear System" or "FTA System" refers to the goods and services sought to be acquired by the TDPS, including all hardware, software, consulting services, telephone support services, 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 a traffic law complaint has been filed for which a person has failed to appear and which has filed an appropriate report with the TDPS.

"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 V.C.S. art. 6687d or other relevant statute. Terms not defined in this contract or by relevant statute shall be given their ordinary meanings.

IV. Governing Law

This Contract is subject to the laws and the jurisdiction of the State of Texas and the United States, and shall be construed and interpreted accordingly. This Contract is entered into pursuant to Government Code Chapter 791. This Contract is entered into specifically to implement V.C.S. art. 6687d. The TDPS is authorized to contract with a private vendor pursuant to V.C.S. art. 6687d, §5.

V. Venue

In any suit arising from this contract or to enforce the terms of this contract, the parties agree that venue shall lie in Travis County, Texas.

VI. Application and Scope of Contract

This contract applies to each denial of license renewal for failure to appear reported to the TDPS or the Vendor by the local political subdivision under authority of V.C.S. art. 6687d. FTA reports may be submitted based on citations issued for traffic law violations on or after the date of execution of this contract, but in no event based on a traffic citation issued before September 1, 1995.

VII. Warning on Citation

A peace officer who is authorized to issue citations in the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation in the jurisdiction of the local political subdivision. This warning shall be in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court, as provided by law, for the prosecution of the offense, the person may be denied renewal of the person's driver's license. The written warning may be on the citation or on a separate instrument. Once the person cited has signed a citation, which constitutes a promise to appear, the person is bound thereafter to appear and respond to the traffic citation.

VIII. FTA Report

If the person fails to appear without good cause, the local political subdivision must provide a report to the TDPS containing the following information: the jurisdiction in which offense occurred; the political subdivision submitting the report; the name, date of birth, and the Texas driver license number of the person alleged to have committed the traffic law violation; the date of violation; a brief description of traffic law violation; a statement that the person promised to appear and failed to appear as promised; the date the person failed to appear; and 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 each FTA report is accurate, complete, and non-duplicative.

IX. Clearance Report

The originating court which files the FTA report with the TDPS has a continuing obligation to review the report and to promptly file appropriate additional information or reports with the TDPS. Whenever a clearance report is required to be filed with the TDPS, the court shall promptly file such report with the TDPS. The clearance report shall identify the person, state whether a fee was required or not required, advise the TDPS to lift the denial of renewal, and state the grounds for the action. All clearance reports must be filed with the TDPS within twenty-four (24) hours of the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to appear in the originating court.

If the person establishes good cause for failing to appear, then the court shall not require the person to pay the \$30.00 fee under this contract. The originating court shall promptly file a clearance report advising the TDPS to lift the denial of renewal and the grounds for this action.

If the person is acquitted of the underlying traffic offense for which the original FTA report was filed, then the court shall not require the person to pay the \$30.00 fee under this contract. The originating court shall promptly file a clearance report advising the TDPS that the cause for the denial of renewal no longer exists and the grounds for such action.

Except as otherwise required by law or provided herein, the local political subdivision shall require the person to pay an administrative fee of \$30.00 for each violation for which the person failed to appear, in addition to any other fees required by law. The local political subdivision must promptly file a clearance report with the TDPS upon payment of a \$30.00 fee as provided by statute and one of the following conditions:

- (1) the entry of a judgment against the person;
- (2) the perfection of an appeal of the case for which the warrant of arrest was issued;
- (3) the posting of bond or the giving of other security to reinstate the charges for which the warrant was issued; or
- (4) the payment of fines owed on an outstanding court order to pay a fine.

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

The local political subdivision understands and agrees to keep proper account of funds collected under this Contract. An officer collecting fees due under this article shall keep separate records of the funds collected under this article and shall deposit the funds in the appropriate municipal treasury. The custodian of the municipal treasury may deposit fees collected under this article in an interest-bearing account and retain for the local political subdivision the interest earned thereon. The custodian shall keep accurate and complete records of funds received and disbursed, pursuant to this contract. All reports shall be in a form approved by the comptroller. The custodian of a municipal treasury shall remit \$20.00 of each fee collected under this article to the comptroller on or before the last day of the month following the close of each calendar quarter, and retain \$10.00 of each fee collected under this article to the credit of the general revenue of the municipal treasury.

XII. Payments to Vendor

The TDPS has contracted with Omni Base Services, Inc., ("Vendor"), a corporation organized and incorporated under the laws of the State of Texas with its principal place of business in Houston, Texas, to assist with implementation of the FTA Program. Correspondence to the Vendor may be addressed as follows:

Joy Wenker, FTA Coordinator
 Omni Base Services, Inc.
 6101 W. Courtyard Drive, Bldg. 3, Suite 210
 Austin, Texas 78730
 Phone: 512/346-6511 ext. 100 Fax: 512/346-9312

The local political subdivision must pay the Vendor a fee of \$6.00 per offense per person for each offense which has been reported by the local political subdivision to the Vendor, and for which offense the local political subdivision has subsequently collected fees and court costs from the person.

In the event that the court finds that good cause existed for the person's having failed to appear as promised, then no payment will be made to the Vendor or required of the local political subdivision.

In the event that the person is acquitted of the charge for which the FTA report was issued, then no payment will be made to the Vendor or required of the local political subdivision.

In the event that court costs and fees are not received by the local political subdivision, e.g., if the person serves jail time in lieu of payment of costs or fees, or if the person dies, then no payment will be made to the Vendor or required of the local political subdivision. Provided, that if the person pays court costs and fees, but does not pay a fine assessed by the court, then payment to the Vendor is required.

The parties agree that upon collection of fees from the person, payment shall be made by the local political subdivision to the Vendor on the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

If the person makes partial payment of court costs and fees assessed by the court, then the local political subdivision will make partial payment to the Vendor in an amount equal to the percentage of court costs and fees paid by the person. If the person thereafter makes additional payment toward court costs and fees, then the local political subdivision shall pay the Vendor accordingly.

XIII. Litigation

In the event that the local political subdivision is aware of litigation which is filed and in which this contract or V.C.S. art. 6687d is subject to constitutional, statutory or common-law challenge, or struck down by judicial decision, the Local political subdivision shall immediately notify TDPS.

XIV. Contract Modification

No change or waiver of any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract. Any amendments, modifications or supplements to this Contract which have been agreed to by the parties shall be reduced to writing. The parties agree that no oral statement of any person whatsoever shall be taken to modify or otherwise affect the written terms of this Contract.

XV. Effective Date of Contract

This Contract shall be in effect from and after the day of its execution. It is the intent of the parties that this Contract shall automatically be renewed on a yearly basis, except that in the event that either party shall notify the other thirty (30) days prior to the date of expiration, that it intends not to renew the Contract. All pending denials in effect or commenced prior to the termination of the Contract shall not be affected by the termination or the notification of intended termination.

Made and entered into on this the 30th day of September, 1997.

TEXAS DEPARTMENT OF PUBLIC SAFETY

Tom Haas
Chief of Fiscal Affairs
Texas Department of Public Safety

John C. Daefler
Authorized Signature

Approved as to Form:

John C. West, Jr.
Chief, Legal Services
Texas Department of Public Safety

AGENDA ITEM # 22September 30, 1997*Consider setting date to open bids for construction of County Road 305.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To authorize 11:00 a.m. on October 28, 1997 as date to open bids for construction of County Road 305 and 9:00 a.m. on October 24, 1997 for the pre-bid conference to be held in the Commissioners Courtroom to be known as the Jarrell Tornado Recovery Project with the auditors office to handle the advertising.

Vote: Motion carried 5 - 0

AGENDA ITEM # 23September 30, 1997*Consider awarding proposal for malpractice insurance.

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To award proposal for malpractice insurance to Leibowitz in the amount of \$12,030.00.

Commissioner Boatright withdrew his motion

Commissioner Mehevec withdrew his second to the motion

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: To award proposal for malpractice insurance to Leibowitz in the amount of \$10,371.00.

Vote: Motion carried 4 - 0 With Judge Doerfler absent from the dais.

SEE BID IN VOLUME 92 PAGE 108