

AN ORDINANCE 2007-03-29-0354

**AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY TO DENY
DRIVERS LICENSE RENEWAL FOR DEFENDANTS WHO FAIL TO
APPEAR AT MUNICIPAL COURT.**

* * * * *

WHEREAS, during the 78th Legislative Session, Senate Bill 782 amended Chapter 706 of the Texas Transportation Code, entitled "Denial of Renewal of Drivers License for Failure to Appear", to authorize the Texas Department of Public Safety ("TDPS") to contract with political subdivisions to deny the renewal of defendants' drivers licenses for failure to appear on certain traffic and non-traffic violations; and

WHEREAS, other provisions of the bill: (1) authorize the TDPS to contract with a private vendor to implement the Failure to Appear ("FTA") System; (2) require the City to compensate the private vendor for service delivered under the provisions of the bill; (3) provide the assessment of an administrative fee of \$30 for each offense; (4) establish an immunity from suit and damages for the state and city; (5) require the peace officer to give notice of the sanction at the time a citation is written; (6) apply to any offenses that occur after September 1, 1999 in which a court has jurisdiction of under Chapter 4, Texas Code of Criminal Procedure; and

WHEREAS, the private vendor will provide the necessary goods and services to establish an automated information system, whereby information regarding violators who failed to appear in court may be accurately stored and accessed by the TDPS; and

WHEREAS, the TDPS has contracted with Omnibase Services Incorporated ("Omnibase") in Austin, Texas to establish the FTA System; and

WHEREAS, there is no cost to the City to participate in the FTA program; however, a thirty dollar (\$30) administrative fee is assessed to defendants for each applicable FTA offense; and

WHEREAS, pursuant to statute and the Interlocal Agreement with TDPS, twenty dollars (\$20) of each fee collected is sent to the Texas Comptroller and six dollars (\$6) is paid to Omnibase, with four dollars (\$4) retained by the City; and

WHEREAS, court staff has determined that implementing the Failure to Appear Program will enforce compliance of Municipal Court judicial orders, increase respect for the judicial system and increase the collection of fines and fees; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Council authorizes execution of an Interlocal Agreement with the Texas Department of Public Safety, a copy of which is incorporated herein as Attachment I, to deny

drivers license renewal for defendants who fail to appear on their scheduled court date and time at Municipal Court.

SECTION 2. The City Manager or her designee is authorized to execute the Agreement in Section 1 within 60 days from the effective date of this ordinance.

SECTION 3. The City's portion of the fees generated by this ordinance are to be deposited into Fund 11001000 General Fund, Internal Order 203000000027 Municipal Court Fees, General Ledger 4401210, Service Charge Failure to Appear. Fees that are payable to other government agencies should be deposited into the appropriate liability account and paid on or before the last day of each calendar quarter.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall be effective on the tenth (10th) day after passage.

PASSED AND APPROVED this 29th day of March, 2007.


M A Y O R

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

Agenda Voting Results

Name: 53. Motion to Approve

Date: 03/29/07

Time: 03:03:40 PM

Vote Type: Multiple selection

Description: 53. An Ordinance approving an interlocal agreement with the Texas Department of Public Safety to deny drivers license renewal for defendants who fail to appear at Municipal Court. [Presented by Frederick Garcia, Municipal Court Clerk, Municipal Court; Sheryl Sculley, City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4			x	
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

ATTACHMENT I

**CITY OF SAN ANTONIO
MUNICIPAL COURT
INTERDEPARTMENTAL CORRESPONDENCE**

TO: Sheryl Sculley, City Manager
FROM: Frederick P. Garcia Jr., Municipal Court Clerk
COPIES: John Bull, Presiding Judge; Norma Morales-Arias, Court Administrator;
File
SUBJECT: Interlocal Agreement
DATE: April 4, 2007

ACTION: Interlocal Agreement between Texas Department of Public
Safety and the City of San Antonio
ORDINANCE: 2007-03-29-0354
ORDINANCE DATE: March 29, 2007

BACKGROUND:

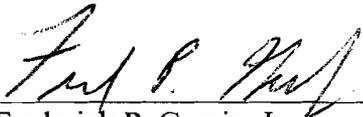
The execution of an Interlocal Agreement between the City of San Antonio and the Texas Department of Public Safety to deny the renewal for defendants who fail to appear on their scheduled court date or fail to pay or satisfy a judgment as required by law. The Texas Department of Public Safety requires that the City execute the Interlocal Agreement before the Department will approve and sign the Agreement.

FISCAL IMPACT:

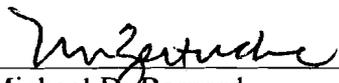
There is no cost to the City to operate the program; however, defendants will be assessed a \$30 statutory fee, of which \$20 is required to be remitted to the state comptroller, \$6 is sent to the contractor administering the program for Texas Department of Public Safety and \$4 is retained by the City.

POLICY ANALYSIS:

This action is consistent with the City's desire to enforce compliance of Municipal Court judicial orders, increase respect for judicial orders and increase the collection of fines, fees and costs assessed by Municipal Court judges.



Frederick P. Garcia, Jr.
Municipal Court Clerk



for Michael D. Bernard
City Attorney

Interlocal Cooperation Contract

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
2007 MAY 21 AM 9:11

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 San Antonio, 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 and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure.

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 of Texas ("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 of Texas
7320 North Mo Pac Expressway, Suite 310
Austin, Texas 78731
(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:

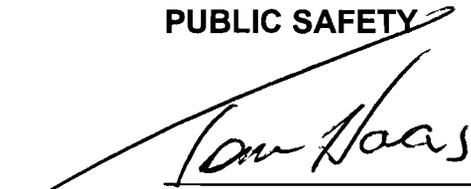
City of San Antonio
Municipal Courts, Court Clerk
401 S. Frio Street
San Antonio, Texas 78207-4432
(210) 207-4258 (fax)

Texas Department of Public Safety
Project Administrator, FTA Program
5805 North Lamar Boulevard
Austin, Texas 78773-0001
(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
PUBLIC SAFETY**

LOCAL POLITICAL SUBDIVISION*



Oscar Ybarra
Chief of Finance

Authorized Signature
(See Interlocal Contract Attachment)

Date 5/3/07

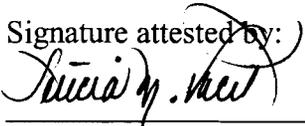
* An additional page may be attached if more than one signature is required to execute this contract on behalf of the local political subdivision. Each signature block must contain the person's title and the date.

INTERLOCAL COOPERATION CONTRACT: ATTACHMENT

CITY OF SAN ANTONIO

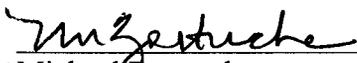

Authorized Signature

Sheryl L. Sculley
City Manager
City of San Antonio
Date: 4-17-07

Signature attested by:

Leticia M. Vacek
City Clerk
City of San Antonio
Date: 4-30-07



Approved as to Form:


for Michael Bernard
City Attorney
City of San Antonio
Date: 4/12/07

**CITY OF SAN ANTONIO
MUNICIPAL COURT
INTERDEPARTMENTAL CORRESPONDENCE**

**TO ENSURE PROPER ROUTING PLEASE DO NOT REMOVE
THIS COVER SHEET**

Ordinance Number 2007-03-29-0354 authorizing this Interlocal Agreement was passed and approved on March 29, 2007 and becomes effective on April 8, 2007. It is the goal of Municipal Court that this fully executed Agreement is delivered to the Department of Public Safety as near the effective date of the Ordinance as possible. Therefore, it is imperative that this package is circulated as quickly as possible.

Project Name: Interlocal Agreement with the Texas Department of Public Safety

FOR SIGNATURE:

1. City Attorney's Office Hand Delivered On: 4/17/07 ✓

****AFTER SIGNATURE – PLEASE CALL SABRINA
X7-7710 FOR PICK UP**

2. City Manager's Office Hand Delivered On: 4-16-07

****AFTER SIGNATURE – PLEASE CALL SABRINA
X7-7710 FOR PICK UP**

3. City Clerk's Office Hand Delivered On: SV

****AFTER SIGNATURE – PLEASE CALL SABRINA
X7-7710 FOR PICK UP**

MEETING OF THE CITY COUNCIL

ALAMODOME
ARTS & CULTURAL AFFAIRS
ASSET MANAGEMENT
AVIATION
BUDGET & PERFORMANCE ASSESSMENT
BUILDING INSPECTIONS
HOUSE NUMBERING
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS
CITY PUBLIC SERVICE - GENERAL MANAGER
CITY PUBLIC SERVICE - MAPS AND RECORDS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
COMMUNITY RELATIONS
PUBLIC INFORMATION
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
ECONOMIC DEVELOPMENT
FINANCE - DIRECTOR
FINANCE - ASSESSOR
FINANCE - CONTROLLER
FINANCE - GRANTS
FINANCE - TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERGOVERNMENTAL RELATIONS
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
PARKS AND RECREATION
MARKET SQUARE
YOUTH INITIATIVES
PLANNING DEPARTMENT
DISABILITY ACCESS OFFICE
LAND DEVELOPMENT SERVICES
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
ENVIRONMENTAL SERVICES
PARKING DIVISION
REAL ESTATE DIVISION
SOLID WASTE
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)
VIA

AGENDA ITEM NUMBER: 53
 DATE: MAR 29 2007
 MOTION: Perez / Wolff
to Deny
 ORDINANCE NUMBER: _____
 RESOLUTION NUMBER: _____
 ZONING CASE NUMBER: 2007-03-29-0354
 TRAVEL AUTHORIZATION: _____

	ROLL	APPROVE	REJECT
ROGER G. FLORES District 1			
SHEILA D. MCNEIL District 2			
ROLAND GUTIERREZ District 3			
RICHARD PEREZ District 4			
PATTI RADE District 5			
DELICIA BEBERRIA District 6			
ELENA GUJARDO District 7			
ART A. HALL District 8			
KEVIN A. WOLFF District 9			
CHRISTOPHER "CHIP" HAASS District 10			
PHIL HARDBERGER Mayor			

Hall / Gutierrez to approve

CONSENT AGENDA