OmniBase and Scofflaw

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- **Describe what OmniBase and Scofflaw are**
- **Outline how the OmniBase and Scofflaw programs work**
- **List some of the pros and cons of both OmniBase and Scofflaw**
- **Analyze whether OmniBase and Scofflaw are a good fit for your court**

Learning Objectives

- **In 2012, Texas cities reported 13,988,523 violations.**
  - **10,806,263 Traffic Violations**
  - **1,155,409 City Ordinance Violations**
  - **1,204,480 Penal Code Violations**
  - **1,276,000 Other State Law Violations**
- **Total Fines, Court Costs, and Other Amounts Collected in 2012: $697,102,175**
  - **$487,712,736 Kept by City**

Annual Statistical Report for the Texas Judiciary 2012
Office of Court Administration

The Issue

Slide 1

- According to a recent year-long study by a University of Texas at Dallas criminology professor:
  - One out of every four Dallas County criminal defendants fail to show up for court

30% in misdemeanor courts

The Issue

Slide 2

The Bottom Line = Loss In Revenue

The Issue

Slide 3

- **Appearance**
- **Final Disposition**
- **Justice**

The Goals

OmniBase Services of Texas

The Department of Public Safety's
Failure to Appear/Failure to Pay Program

- **As of March 1, 2011:**
  - **695 cities participating**
  - **236 counties participating**
  - **10.1 million offenses entered**
  - **57.4 percent cleared**

www.omnibase.com

How many use?

Chapter 706 of the Transportation Code

- Authorizes DPS to contract with political subdivisions to deny the renewal of an individual's driver's license for failure to appear or failure to pay on any offense of which a court has jurisdiction (traffic and non-traffic)
- Provides for an administrative fee of $30
- Authorizes DPS to contract with a private vendor to implement Chapter 706
- Requires warning on citations for traffic violations
- Establishes immunity from suit and damages for the state and political subdivision

Statutory Authority

- DPS may deny the renewal of a driver's license if an individual has failed to appear for a citation or failed to satisfy a judgment ordering the payment of a fine
- The driver's license may not be renewed until the individual's driver record is cleared of all offenses reported to DPS by the court
- The individual must contact the originating court(s)

Failure to Appear/ Failure to Pay Program

The Players
- **The Court**
- **OmniBase**
- **DPS**

- Transmits new offense to OmniBase
- Collects fine, court costs, and the statutory administrative fee
- Notifies DPS (via Omni) immediately with Clearance Notice

The Court

- **Necessary Information:**
  - Name of political subdivision
  - Violator's
    - Name
    - Date of Birth
    - Texas Driver's License Number (not ID Card)
    - Address
  - Offense, Date of Offense, and Brief Description
  - Fine Amount
  - Docket Number and Jurisdiction
  - Statement that violator failed to appear or pay
  - Date the violator failed to appear or pay

The Court: Transmits Offense

- **Administrative Fee $30** (Sec. 706.006)
  - Applies to each FTA offense
    - Required of person who fails to appear, *unless the person is acquitted*, when:
      - The court enters judgment on the reported offense;
      - The underlying offense is dismissed; or
      - Bond or other security is posted to reinstate the charge
    - Required of person who fails to pay or satisfy a judgment ordering payment of a fine/cost
  - $20 sent to State Comptroller
  - $6 paid to OmniBase
  - $4 retained by political subdvision

The Court: Collection

- **Court Costs and Fees**
  - If the court receives none (found indigent, for example), then no payment to the State or OmniBase
  - If the court orders payment of court costs and fees, but doesn't assess a fine, payment to OmniBase is still required
- **Acquittal of Underlying Charge**
  - No payment made to the State or OmniBase

The Court: Collection

- **Clearance Notice to DPS** Sec. 706.005
  - Court shall notify DPS immediately that there is no cause to continue to deny renewal when:
    - **Administrative Fee is paid AND one of the following occurs**:
      - Perfection of appeal arises;
      - Dismissal of the charge;
      - Posting of bond or giving of other security to reinstate the charge;
      - Payment or discharge of the fine and cost owed; OR
      - Other suitable arrangement to pay the fine and cost within the court's discretion

The Court: Clearance Notification

- **Clearance Notice to DPS**
  Tex. Admin. Code Sec. 15.118
  - Identify the person
  - State whether or not a fee was required
  - Advise DPS to lift the denial of renewal
  - State the grounds for the action
  Tex. Admin. Code Sec. 15.119
  - If person is acquitted*, court shall file clearance report without requiring payment of statutory administrative fee

The Court: Clearance Notification

- **Clearance Notice to DPS** Sec. 706.005(b)
  - DPS may not continue to deny renewal after receiving:
  1. Clearance Notice under 706.005(a)
  2. Notice that the person was <u>acquitted</u>
  3. Notice that the FTA report or court order to pay a fine/cost was sent in <u>error</u> or <u>destroyed</u> in accordance with the court's records retention policy

The Court: Clearance Notification

- **Provides software for database entry and monthly training (for free)**
- **Notifies DPS to flag violator's record**
- **Sends letter to violator notifying them of restriction upon renewal and assists in resolving (800 number)**
- **Advises the court of the restriction**
- **Advises DPS to remove the restriction**
- **Maintains database on violators**

OmniBase

- Flags violator's driver's license record
- **First Letter**: In lieu of a driver's license renewal notice, notifies violator that renewal will be denied, provides the 800 number, and informs of consequences of driving while license invalid
- **Second letter**: Same information as first letter; informs that DL will be mailed upon compliance
- Upon compliance, removes restriction on driver's record and mails license
- **Third Letter**: Sent if violator does not comply or attempt to renew upon 60 days after expiration of DL or issuance of temporary permit, whichever comes first, **officially denied**

DPS

- **Interlocal Contract between political subdivision and DPS**
- **Political subdivision sends Information Sheet to OmniBase**
- **DPS notifies OmniBase of approved contract**
- **OmniBase assigns an identification number for the court, sends software, and assists with installation**
- **Requires computers and staff**
- **No Cost**
- **Warrant is NOT required**

Requirements

No Show. No Pay.
No Problem?

Scofflaw
An Overview

- **Scofflaw: a person who flouts the law**
  - *Dictionary.com*

Congress grapples with gap on scofflaw contractors

By ERIC TUCKER | Associated Press – Thu, Jan 31, 2013

WASHINGTON (AP) — With thousands of civilian contractors remaining in Iraq and Afghanistan, Justice Department officials want Congress to resolve a legal issue they say obstructs commit other serious crimes abroad.

Scofflaw Pentagon employees and contractors supporting the Justice prosecution in the U.S., but a nonmilitary contractor who breaks jurisdiction. Lawmakers who have pushed in the past to extend this session with bills to make civilian contractors and employees arson and bribery.

Is Senator Del Marsh a Campaign Finance Scofflaw?

Details Last Updated on Wednesday, 06 February 2013 06:17 Published Date

by Thomas J. Scovill

When Senator Del Marsh, (R-Anniston), became pro tempore of the Alabama Senate in 2010 following the great Republican sweep, he pushed a series of new ethics laws with great fanfare. This included updates to Alabama's Fair Campaign Practices Act (FCPA).

Because there is every reason to believe that Senator Marsh is up to speed on the provisions of the

Definitions

- **Scofflaw: a vehicle owner who has an outstanding warrant for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law**
  - Texas Transportation Code

Definitions

- **County Scofflaw law: Texas Transportation Code Section 502.185**

- **Municipal Scofflaw law: Texas Transportation Code Section 702.003**

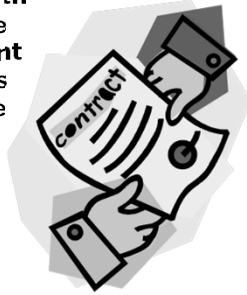- **These statutes allow a County Tax Assessor-Collector to refuse to register the motor vehicles of "scofflaws"**

Texas Transportation Code

- **As of January 25, 2013:**
  - **60 Cities**
  - **21 Counties**

How many use Scofflaw?

How Does it Work?

1. City contracts with the county or the Texas Department of Motor Vehicles to implement the program

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Example of a Scofflaw Contract

How Does it Work?

2. City submits probes to match vehicles registrations to defendants
3. When a match is found, the city can submit a "flag"
4. A flagged record then displays a scofflaw remark and a defendant cannot renew his or her vehicle registration until the court case is resolved

Single Scofflaw Flag

Multiple Scofflaw Flags

- **The next registration renewal will contain the Scofflaw notice or he or she will be notified upon attempt to renew at the tax office**

- **The notice will refer the violator to the appropriate court**

What happens to the vehicle owner?

- Once the violator takes care of the case at the court, then the defendant returns to the tax office to register the vehicle

What happens to the vehicle owner?

Scofflaw Notice on a Vehicle Registration Renewal Notice

- Frequently go unpaid
- A civil violation
- No fear arrest on warrants
- High rate of non-payment means cities lose out on millions of dollars
- Scofflaw offers a solution

Scofflaw and Red Light Camera Tickets

Scofflaw and Red Light Camera Tickets

City to red light scofflaws: Gotcha!

Posted: Sunday, February 17, 2013 6:00 pm

By David Crowder El Paso Inc. staff writer:

Time was, if you got caught on camera blowing through a red light at an intersection, you could get away without paying the ticket that came in the mail.

Sure, you'd get a dunning letter or two from a law firm warning that the $75 fine, plus a $25 penalty, was delinquent and must be paid.

But because the citations are civil infractions and not criminal, that was all the city and Redflex Traffic Systems, which administers the program, could do.

Not any more.

Not since the El Paso City Council adopted the Scofflaw Identification Program that's permitted by state law. With the cooperation of the El Paso County tax office, it prevents people from registering their vehicles if the cars have outstanding red-light camera citations.

El Paso's scofflaw program took effect Dec. 14. Now anyone who mails a registration form and check to the county tax office for a vehicle with a delinquent red-light ticket will get it sent right back.

And anyone who goes to the county tax office to register such a vehicle will be turned away and told that the delinquent fines must first be paid at the Redflex office at 2211 E. Missouri.

Problems with Scofflaw

- Couldn't use until recently
- Confusing
- Doesn't apply to all offenses
- Requires a warrant
- Already have local program
- Only allows one flag
- Inefficient
- Have to deal with the DMV
- May have problems clearing flags
- Can't get local cooperation
- Expensive

Costs

- $23 per submission file
- PLUS 12¢ per record probed, flagged or cleared
- PLUS (possibly) payment to the Tax Assessor-Collector for time and services
- BUT
- Under the change in law from 2011, a city may impose an additional $20 fee on a scofflaw, which may be used to reimburse the Tax Assessor-Collector for expenses

- Permissive!
- The law does not REQUIRE the Tax Assessor-Collector to deny the registration of a vehicle, it only ALLOWS them to do so
- A "soft stop"

Problems with Scofflaw

- Sign an inter-local agreement with the local Tax Assessor-Collector

- Come to an agreement on:
  ◦ How the program will work
  ◦ Compensation for the additional time implementation will require and the additional work it will create

Can we make it mandatory?

- Vehicle registration must be done EVERY YEAR

- With OmniBase, you usually only have to renew your drivers' license every 6 years

Benefits of Scofflaw

- **Increased revenues!**
- **Clearance of outstanding warrants and violations!**
- **Especially in tough economic times, improved collections and increased revenue is something all cities must think about**

Benefits of Scofflaw

A Comparison

	Scofflaw	OmniBase
Who runs it?	DMV	OmniBase
Cost?	$23 + 12¢ per probe/flag/clear	Free
How does it work?	Soft Stop, Permissive	Hard Stop, Required
How often?	Every year	Every 6 years
Warrant issued?	Yes	No

Questions?

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE I. ENFORCEMENT OF TRAFFIC LAWS

CHAPTER 706. DENIAL OF RENEWAL OF LICENSE FOR FAILURE TO APPEAR

Sec. 706.001. DEFINITIONS. In this chapter:

(1) "Complaint" means a notice of an offense as described by Article 27.14(d) or 45.019, Code of Criminal Procedure.

(2) "Department" means the Department of Public Safety.

(3) "Driver's license" has the meaning assigned by Section 521.001.

(4) "Highway or street" has the meaning assigned by Section 541.302.

(5) "Motor vehicle" has the meaning assigned by Section 541.201.

(6) "Operator" has the meaning assigned by Section 541.001.

(7) "Political subdivision" means a municipality or county.

(8) "Public place" has the meaning assigned by Section 1.07, Penal Code.

(9) "Traffic law" means a statute or ordinance, a violation of which is a misdemeanor punishable by a fine in an amount not to exceed $1,000, that:

(A) regulates an operator's conduct or condition while operating a motor vehicle on a highway or street or in a public place;

(B) regulates the condition of a motor vehicle while it is being operated on a highway or street;

(C) relates to the driver's license status of an operator while operating a motor vehicle on a highway or street; or

(D) relates to the registration status of a motor vehicle while it is being operated on a highway or street.

Added by Acts 1997, 75th Leg., ch. 165, Sec. 30.161(a), eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 62, Sec. 17.37(a),

eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1545, Sec. 74, eff. Sept. 1, 1999.

Sec. 706.002. CONTRACT WITH DEPARTMENT. (a) A political subdivision may contract with the department to provide information necessary for the department to deny renewal of the driver's 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, Code of Criminal Procedure.

(b) A contract under this section:

(1) must be made in accordance with Chapter 791, Government Code; and

(2) is subject to the ability of the parties to provide or pay for the services required under the contract.

Added by Acts 1997, 75th Leg., ch. 165, Sec. 30.161(a), eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 62, Sec. 17.37(b), eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 999, Sec. 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1498, Sec. 1, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 346, Sec. 3, eff. June 18, 2003.

Sec. 706.003. WARNING; CITATION. (a) If a political subdivision has contracted with the department, a peace officer authorized to issue a citation in the jurisdiction of the political subdivision shall issue a written warning to each person to whom the officer issues a citation for a violation of a traffic law in the jurisdiction of the political subdivision.

(b) The warning under Subsection (a):

(1) is in addition to any other warning required by law;

(2) must state in substance that if the person fails to appear in court as provided by law for the prosecution of the offense or if the person fails to pay or satisfy a judgment 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's license; and

(3) may be printed on the same instrument as the citation.

Added by Acts 1997, 75th Leg., ch. 165, Sec. 30.161(a), eff. Sept. 1, 1997. Amended by Acts 2001, 77th Leg., ch. 1498, Sec. 2, eff. Sept. 1, 2001.

Sec. 706.004. DENIAL OF RENEWAL OF DRIVER'S LICENSE. (a) If a political subdivision has contracted with the department, on receiving the necessary information from the political subdivision the department may deny renewal of the person's driver's license for failure to appear based on a complaint or citation or failure to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court in a matter involving an offense described by Section 706.002(a).

(b) The information must include:

(1) the name, date of birth, and driver's license number of the person;

(2) the nature and date of the alleged violation;

(3) a statement that the person failed to appear as required by law or failed to satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court in a matter involving an offense described by Section 706.002(a); and

(4) any other information required by the department.

Added by Acts 1997, 75th Leg., ch. 165, Sec. 30.161(a), eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 62, Sec. 17.37(c), eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 999, Sec. 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1498, Sec. 3, eff. Sept. 1, 2001.

Sec. 706.005. CLEARANCE NOTICE TO DEPARTMENT. (a) A political subdivision shall immediately notify the department that there is no cause to continue to deny renewal of a person's driver's license based on the person's previous failure to appear or failure to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court in a matter involving an offense described by Section 706.002(a), on payment of a fee as provided by Section 706.006 and:

(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 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.

(b) The department may not continue to deny the renewal of the person's driver's license under this chapter after the department receives notice:

(1) under Subsection (a);

(2) that the person was acquitted of the charge on which the person failed to appear; or

(3) from the political subdivision that the failure to appear report or court order to pay a fine or cost relating to the person:

(A) was sent to the department in error; or

(B) has been destroyed in accordance with the political subdivision's records retention policy.

Added by Acts 1997, 75th Leg., ch. 165, Sec. 30.161(a), eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 62, Sec. 17.37(c), eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 999, Sec. 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1498, Sec. 4, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1171, Sec. 4, eff. September 1, 2011.

Sec. 706.006. PAYMENT OF ADMINISTRATIVE FEE. (a) A person who fails to appear for a complaint or citation for an offense described by Section 706.002(a) shall be required to pay an administrative fee of $30 for each complaint or citation reported to the department under this chapter, unless the person is acquitted of the charges for which the person failed to appear. The

person shall pay the fee when:

(1) the court enters judgment on the underlying offense reported to the department;

(2) the underlying offense is dismissed; or

(3) bond or other security is posted to reinstate the charge for which the warrant was issued.

(b) A person who fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner the court orders shall be required to pay an administrative fee of $30.

(c) The department may deny renewal of the driver's license of a person who does not pay a fee due under this section until the fee is paid. The fee required by this section is in addition to any other fee required by law.

Added by Acts 1997, 75th Leg., ch. 165, Sec. 30.161(a), eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 62, Sec. 17.37(d), eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 999, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1498, Sec. 5, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 209, Sec. 79(a), eff. Jan. 1, 2004.

Sec. 706.007. RECORDS RELATING TO FEES; DISPOSITION OF FEES. (a) An officer collecting a fee under Section 706.006 shall keep records and deposit the money as provided by Subchapter B, Chapter 133, Local Government Code.

(b) The custodian of the municipal or county treasury may deposit each fee collected under Section 706.006 as provided by Subchapter B, Chapter 133, Local Government Code.

(c) The custodian shall keep records of money received and disbursed under this section as provided by Subchapter B, Chapter 133, Local Government Code, and shall provide an annual report, in the form approved by the comptroller, of all money received and disbursed under this section to:

(1) the comptroller;

(2) the department; and

(3) another entity as provided by interlocal contract.

(d) Of each fee collected under Section 706.006, the custodian of a municipal or county treasury shall:

(1) send $20 to the comptroller on or before the last

day of each calendar quarter; and

        (2) deposit the remainder to the credit of the general fund of the municipality or county.

      (e) Of each $20 received by the comptroller, the comptroller shall deposit $10 to the credit of the department to implement this chapter.

Added by Acts 1997, 75th Leg., ch. 165, Sec. 30.161(a), eff. Sept. 1, 1997. Amended by Acts 2003, 78th Leg., ch. 209, Sec. 80(a), eff. Jan. 1, 2004.

      Sec. 706.008. CONTRACT WITH PRIVATE VENDOR; COMPENSATION. (a) The department may contract with a private vendor to implement this chapter.

      (b) The vendor performing the contract may be compensated by each political subdivision that has contracted with the department.

      (c) Except for an action based on a citation issued by a peace officer employed by the department, the vendor may not be compensated with state money.

Added by Acts 1997, 75th Leg., ch. 165, Sec. 30.161(a), eff. Sept. 1, 1997.

      Sec. 706.009. VENDOR TO PROVIDE CUSTOMER SUPPORT SERVICES. (a) A vendor must establish and maintain customer support services as directed by the department, including a toll-free telephone service line to answer and resolve questions from persons who are denied renewal of a driver's license under this chapter.

      (b) The vendor shall comply with terms, policies, and rules adopted by the department to administer this chapter.

Added by Acts 1997, 75th Leg., ch. 165, Sec. 30.161(a), eff. Sept. 1, 1997.

      Sec. 706.010. USE OF INFORMATION COLLECTED BY VENDOR. Information collected under this chapter by a vendor may not be used by a person other than the department, the political subdivision, or a vendor as provided by this chapter.

Added by Acts 1997, 75th Leg., ch. 165, Sec. 30.161(a), eff. Sept. 1, 1997.

Sec. 706.011. LIABILITY OF STATE OR POLITICAL SUBDIVISION. (a) An action for damages may not be brought against the state or a political subdivision based on an act or omission under this chapter, including the denial of renewal of a driver's license.

(b) The state or a political subdivision may not be held liable in damages based on an act or omission under this chapter, including the denial of renewal of a driver's license.

Added by Acts 1997, 75th Leg., ch. 165, Sec. 30.161(a), eff. Sept. 1, 1997.

Sec. 706.012. RULES. The department may adopt rules to implement this chapter.

Added by Acts 1997, 75th Leg., ch. 165, Sec. 30.161(a), eff. Sept. 1, 1997.

TITLE 37. PUBLIC SAFETY AND CORRECTIONS
PART 1. TEXAS DEPARTMENT OF PUBLIC SAFETY
CHAPTER 15. DRIVER LICENSE RULES
SUBCHAPTER G. DENIAL OF RENEWAL OF DRIVER LICENSE FOR FAILURE TO APPEAR FOR
TRAFFIC VIOLATION

§ 15.113. Contract with Private Vendor

   The department may contract with a private vendor to implement the provisions of Texas Transportation Code, Chapter 706. The vendor shall be the primary custodian of all failure to appear violator records and will receive and process reports from contracting local political subdivisions. The vendor will also maintain readily accessible customer-support services, including a toll-free telephone service, to advise license holders on how to contact the court in which the failure to appear or failure to pay report originated.

SOURCE: The provisions of this § 15.113 adopted to be effective January 10, 2002, 27 TexReg 276; amended to be effective December 13, 2009, 34 TexReg 8787

§ 15.114. Originating Court To File Failure To Appear Report

   If a person fails to appear or fails to pay or satisfy a judgment as provided in Texas Transportation Code, Chapter 706, a local political subdivision may submit a report to the contract vendor for entry into the failure to appear/failure to pay database. The local political subdivision shall make reasonable efforts to ensure that each report is accurate, complete, and nonduplicative. The report shall include information as prescribed by the department.

SOURCE: The provisions of this § 15.114 adopted to be effective January 10, 2002, 27 TexReg 276; amended to be effective December 13, 2009, 34 TexReg 8787

§ 15.115. Criminal Charge Not Required

   It is neither required nor prohibited that a criminal charge be filed or a warrant be issued based on the person's violation of a promise to appear or failure to pay or satisfy a judgment ordering the payment of a fine or a cost in the manner provided by the court.

SOURCE: The provisions of this § 15.115 adopted to be effective January 10, 2002, 27 TexReg 276

§ 15.116. Local Ordinances

   If the offense alleged is a violation of local ordinance, but not state law, the department may require the political subdivision to provide the department with a copy of the local ordinance alleged to have been violated. Upon such request, the political subdivision shall certify that the ordinance is currently in effect and shall provide any other information required by the department. The department shall determine whether the local ordinance meets the statutory criteria for enforcement under this section.

§ 15.117. When Denial May Be Imposed

On receipt of the necessary information from the local political subdivision, the department may deny renewal of the person's driver license. For purposes of this section, the department may deny renewal of an applicant's driver license at any time before mailing the completed driver license document.

§ 15.118. Clearance Report

The local political subdivision shall file a clearance report when there is no cause to continue to deny renewal of a person's driver license. In all cases when a clearance report is required, the political subdivision shall notify the department or the department's designee within a reasonable time not to exceed five business days. The clearance report shall identify the person, state whether or not a fee was required, advise the department to lift the denial of renewal and state the grounds for the action.

§ 15.119. Clearance Report When No Fee Is Required

If the person is acquitted of the underlying charge for which the failure to appear report was filed, the court shall file an appropriate clearance report without requiring the license holder to pay the statutorily required $ 30 administrative fee. Acquittal means an official fact-finding made in the context of the adversary proceeding by an individual or group of individuals with the legal authority to decide the question of guilt or innocence. For purposes of this section, acquittal also includes a discharge by the court upon proof of actual innocence. A person is not considered to have been acquitted if the court imposes any conditions upon discharge of the offense, such as penalties, court costs, educational programs, a period of probation, or any other sanction. For purposes of this section, a person is not considered to have been acquitted, and the prescribed administrative fee shall apply, in all cases that are dismissed under the suspension of sentence or deferred disposition procedures outlined in Texas Code of Criminal Procedure, Article 45.

Interlocal Cooperation Contract

STATE OF TEXAS   §
                                            §
COUNTY OF _Tarrant/Denton_   §

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 ___Town___ of ___Westlake___, 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 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, 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 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 judgment 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 judgment 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 judgment 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 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 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 immediately from 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 immediately advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must immediately 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 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.

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 the 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 written consent.

To the extent authorized by law, the local political subdivision City 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 City further agrees to satisfy any final judgment awarded against the local political subdivision City or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment 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 Contract 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 Contract. But, in making proof of this Contract, 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 Contract upon thirty days written notice to the other party. Notice may be given at the following addresses:

Local political subdivision

Town of Westlake

3 Village Circle, Ste 207

WESTLAKE, Texas

_76262_

(817) 490-5716

Texas Department of Public Safety

Attn: Enforcement and Compliance Service

5805 North Lamar Boulevard

Austin, Texas 78773-0001

(512) 424-5311 [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

Sheri Gipson
Deputy Administrator

12-10-12
Date

LOCAL POLITICAL SUBDIVISION*

Authorized Signature

Assistant to the Town Manager - Court Director
Title

12-3-12
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 date.

TEXAS DEPARTMENT OF PUBLIC SAFETY

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
A.CYNTHIA LEON, CHAIR
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH
ALLAN B. POLUNSKY

December 13, 2012

TOWN OF WESTLAKE
3 VILLAGE CIRCLE, STE 207
WESTLAKE, TX 76262

Dear Court Administrator:

Enclosed is your signed/final contract copy for the Failure To Appear Program offered by the Driver License Division under Transportation Code Chapter 706.

The Interlocal Cooperation Contract has been amended requiring courts to **immediately** notify when no cause exists to continue to deny renewal of a person's driver license; Section 706.005. Under the previous contract, courts were required to report compliance within 5 business days. Thank you for your completion of the process for submitting contract.

Should you have further questions, please contact a Customer Service Representative at 512-424-5727 or 512-424-2006.

Respectfully,

Manager
Enforcement and Compliance Service

RH: tfp

Enclosure

FAILURE TO APPEAR PROGRAM

INFORMATION SHEET (FOR OMNIBASE SERVICES USE ONLY)

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

_____ _____

Name of Political Subdivision   **Business Hours**

_____ _____ _____

Address   **City**   **Zip**

Telephone # for violators to call regarding outstanding tickets: (____)_____

FTA Administrator: _____**Title:** _____

Telephone #: (____)_____Fax #: (____)_____

Email:_____

FTA Computer Operator (if different from FTA Administrator): _____**Title:**_____

Telephone #: (____)_____Fax #: (____)_____

Email:_____

FTA Billing Matters: _____**Title:** _____

Telephone #: (____)_____Fax #: (____)_____

Email:_____

BEST TIME TO CONTACT YOUR FTA COORDINATOR?

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

PLEASE COMPLETE THIS FORM AND RETURN TO: **OMNIBASE SERVICES OF TEXAS**
ATTN: DONETTA JENKINS
7320 N. MO PAC EXPWY, STE 310
AUSTIN, TX 78731
FAX   512/ 346-9312
FOR INFORMATION CALL 512/ 346-6511

OmniBase Services of Texas:
No Show. No Pay. No Problem?
Regan Metteauer
Program Attorney, TMCEC

Almost 30 percent of Dallas County criminal defendants charged with misdemeanors fail to appear in court, according to a 2013 study.[1] If appearance, final disposition, and justice are goals of any city, the Department of Public Safety (DPS) has a resource to achieve those goals. The Failure to Appear/Failure to Pay Program, authorized by Chapter 706 of the Texas Transportation Code and administered by DPS, restricts the ability to renew a driver's license of a person with an outstanding violation.

Chapter 706

Chapter 706 of the Transportation Code authorizes the Failure to Appear/Failure to Pay Program and prescribes requirements and parameters for the program. Under Section 706.002 of the Transportation Code, last amended in 2003, a city may contract with DPS to deny renewal of the driver's 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 for any offense of which a court has jurisdiction. Section 706.008 authorizes DPS to contract with a private vendor to implement the program. Since 1996, OmniBase Services of Texas has been the selected vendor for the program. Under Section 706.009, the vendor must establish and maintain customer support services as directed by DPS, including a toll-free telephone service line for persons denied renewal under the program, and comply with the terms, policies, and rules adopted by DPS to administer the program. OmniBase provides an 800 number and operator assistance for persons to contact the Interactive Voice Response System, which is available on a 24-hour basis.[2] OmniBase also provides contact support for users.[3]

Requirements

A city must have a contract with DPS in effect to implement the provisions of Chapter 706. If a city has such a contract, a peace officer authorized to issue a citation in that city must issue a written warning to every person issued a citation that if the person fails to appear in court for the

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How It Works

1. The court transmits an offense to OmniBase.
2. OmniBase notifies DPS to flag the violator's driving record.
3. OmniBase notifies the violator of the restriction upon renewal of his or her driver's license and assists in resolving.
4. The violator contacts the court and resolves the offense.
5. The court collects applicable fines, court costs, and the statutory administrative fee.
6. The court notifies OmniBase of disposition of the offense.
7. OmniBase notifies DPS to remove the restriction on the driver's license.
8. The court keeps any fines collected and a portion of the administrative fee.

http://omnibase.com

prosecution of the offense, or fails to pay or satisfy a judgment 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.[4] The warning may be printed on the same instrument as the citation.[5]

Section 706.004(b) lists the required information a court must send to DPS (via OmniBase): the name, date of birth, and driver's license number of the person; the nature and date of the alleged violation; a statement that the person failed to appear as required by law or failed to satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court; and any other information required by DPS. The court is also required to immediately give DPS (via OmniBase) a clearance notice that there is no cause to continue to deny a person's driver's license when the person has paid the administrative fee[6] and either of the following have occurred: (1) perfection of an appeal; (2) dismissal of the charge; (3) posting of bond or giving of other security; (4) payment or discharge of the fine and cost owed; or (5) other suitable arrangement to pay the fine and cost within the court's discretion. Section 706.011 provides for immunity from suit for the state or political division based on an act or omission under Chapter 706.

The person who fails to appear is required to pay an administrative fee of $30 for each complaint or citation reported to DPS, unless the person is acquitted.[7] If the person fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner the court orders, he or she is similarly required to pay an administrative fee of $30.[8]

Requirements for records relating to fees and disposition of fees are found in Section 706.007.

Court Feedback

According to OmniBase, as of March 1, 2011, 695 Texas cities participate in the Failure to Appear/Failure to Pay Program.[9] Also as of that date, 10.1 million offenses have been entered and 57.4% cleared.[10] Those that use OmniBase have varied assessments of its utility, ranging from high praise to backlash. The general sentiment seems to be that overall, it is effective, but not without its problems. Robyn Schwab, Municipal Court Supervisor, City of Brownwood, said her court uses Omni and loves it so much, they have stopped using their collection agency. Ruth Sandoval, Chief Court Clerk Administrator, City of Lakeway, said it is nice to have a tool to make people comply with their tickets. Cathy Haney, Director of Municipal Court, Missouri City, said she loves it when it is working properly and feels that it is the best tool courts have for collection. Similar sentiments were expressed by Kimberly Davee, City of Brady, and LarissaWard in Glenn Heights. Brenda Kent, City of Shoreacres, said she is happy with it most of the time and that overall, a lot of people come pay as a result of the program. Similarly, Hilda Cuthbertson, City of Bryan, has used Omni since its inception and finds that it does generate activity. Melinda Davis, City of Colleyville, pointed out that it is very helpful in collecting fines on old and new citations because it forces people to pay their fines, however that collection can take time because of the six-year renewal period.

Many courts have experienced accuracy problems. The Kerrville Municipal Court implemented the program in 2004. Susan Michelson, Municipal Court Clerk, City of Kerrville, said OmniBase is easy to use and results in a positive return on clearances, however, there are problems with the accuracy of the accounting portion of the quarterly billing statement. She also said this year, her court has experienced a decrease in the ability to timely process cases for both submissions and clearances when compared to past years. Deanna Davis, City of Beaumont, said the software is more trouble than it is worth, having had constant issues with the system not clearing holds when processed and old cases reappearing. Ms. Haney also said it is her understanding that OmniBase is currently not performing up to standards. Bonnie Townsend, Court Administrator, City of Lockhart, finds OmniBase to be a good solution in theory to the big problem her court faces with defendants failing to appear. She, too, has had trouble with the database accuracy. Valerie Bryant, City of Piney Point, though pleased with OmniBase overall, has also experienced difficulty with accurate reporting.

OmniBase Update on the Horizon

Aware of the difficulties faced by courts, instead of patching flaws in the software, OmniBase has new software coming out designed to be quicker and more accurate, according to OmniBase President, Charles Cannon. In its final stages of testing now, the new software will allow more direct access to DPS. Whereas now it would take three to four days to clear an individual, the new software would make that possible in less than 24 hours. Additionally, the new software will have improved data validity checks, giving OmniBase a better chance of knowing immediately if the information provided by the court is valid instead of having to wait on DPS. Mr. Cannon hopes to get the software out to select courts within the next couple of months and to the majority of courts within a year. With 13 years' experience at OmniBase, Mr. Cannon is able to isolate and diagnose most issues with the software, so if the technicians cannot resolve a problem, he may be contacted directly. "We take pride in our work and try to provide the best service and resources, keep the courts happy, and get people cleared in a timely fashion," said Mr. Cannon. "Tomorrow is a better and brighter day."

For more information, visit http://omnibase.com.

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[1] Morris, Robert G., *Pretrial Release Mechanisms in Dallas County, Texas: Differences in Failure to Appear (FTA), Recidivism/Pretrial Misconduct, and Associated Costs of FTA* 7 (The University of Texas at Dallas 2013).

[2] See, http://omnibase.com.

[3] See, http://omnibase.com/contact.php.

[4] Section 706.003 of the Transportation Code

[5] *Id.*

[6] See, Section 706.006 of the Transportation Code

[7] Section 706.006(a) of the Transportation Code

[8] Section 706.006(b) of the Transportation Code

[9] OMNIBASE Services of Texas, Failure to Appear Statistics, Retrieved from http://omnibase.com/ on March 12, 2013.

[10] *Id.*

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE I. ENFORCEMENT OF TRAFFIC LAWS

CHAPTER 702. CONTRACTS FOR ENFORCEMENT OF CERTAIN ARREST WARRANTS

Sec. 702.001. DEFINITIONS. In this chapter:
        (1) "Department" means the Texas Department of Motor Vehicles.
        (2) "Registration" of a motor vehicle includes a renewal of
the registration of that vehicle.
        (3) "Traffic law" means a statute or ordinance, a violation
of which is a misdemeanor punishable by a fine not to exceed $200, that
regulates, on a street, road, or highway of this state:
            (A) the conduct or condition of a person while operating
a motor vehicle; or
            (B) the condition of a motor vehicle being operated.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by
Acts 1997, 75th Leg., ch. 165, Sec. 30.160(a), eff. Sept. 1, 1997.
Amended by:
    Acts 2009, 81st Leg., R.S., Ch. 933, Sec. 2S.01, eff. September 1,
2009.

Sec. 702.003. REFUSAL TO REGISTER VEHICLE. (a) A county
assessor-collector or the department may refuse to register a motor
vehicle if the assessor-collector or the department receives under a
contract information from a municipality that the owner of the vehicle
has an outstanding warrant from that municipality for failure to appear
or failure to pay a fine on a complaint that involves the violation of a
traffic law.
    (b) A municipality may contract with a county in which the
municipality is located or the department to provide information to the
county assessor-collector or department necessary to make a
determination under Subsection (a).
    (c) A municipality that has a contract under Subsection (b) shall
notify the county assessor-collector or the department regarding a
person for whom the county assessor-collector or the department has

refused to register a motor vehicle on:

     (1) entry of a judgment against the person and the person's payment to the court of the fine for the violation and of all court costs;

     (2) perfection of an appeal of the case for which the arrest warrant was issued; or

     (3) dismissal of the charge for which the arrest warrant was issued.

    (d) After notice is received under Subsection (c), the county assessor-collector or the department may not refuse to register the motor vehicle under Subsection (a).

    (e) A contract under Subsection (b) must be entered into in accordance with Chapter 791, Government Code, and is subject to the ability of the parties to provide or pay for the services required under the contract.

    (e-1) A municipality that has a contract under Subsection (b) may impose an additional $20 fee to a person who has an outstanding warrant from the municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law. The additional fee may be used only to reimburse the department or the county assessor-collector for its expenses for providing services under the contract, or another county department for expenses related to services under the contract.

    (f) This section does not apply to the registration of a motor vehicle under Section 501.0234.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160(b), eff. Sept. 1, 1997. Amended by:

    Acts 2009, 81st Leg., R.S., Ch. 542, Sec. 3, eff. September 1, 2009.

    Acts 2011, 82nd Leg., R.S., Ch. 1094, Sec. 2, eff. September 1, 2011.

    Sec. 702.004. WARNING; CITATION. (a) A peace officer authorized to issue citations in a municipality that has a contract under Section 702.003 shall issue a written warning to each person to whom the officer issues a citation for a violation of a traffic law in the municipality.

(b) The warning must state that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person might not be permitted to register a motor vehicle in this state.

(c) The warning required by this section may be printed on the citation.

TITLE 43. TRANSPORTATION
PART 10. TEXAS DEPARTMENT OF MOTOR VEHICLES
CHAPTER 217. VEHICLE TITLES AND REGISTRATION
SUBCHAPTER B. MOTOR VEHICLE REGISTRATION

43 TAC § 217.22 (2013) (RELEVANT SECTIONS)

§ 217.22. Motor Vehicle Registration

(d) Vehicle registration renewal.

(1) To renew vehicle registration, a vehicle owner must apply, prior to the expiration of the vehicle's registration, to the tax assessor-collector of the county in which the owner resides.

(2) The department will send a license plate renewal notice, indicating the proper registration fee and the month and year the registration expires, to each vehicle owner prior to the expiration of the vehicle's registration.

(3) The license plate renewal notice should be returned by the vehicle owner to the appropriate county tax assessor-collector or to the tax assessor-collector's deputy, either in person or by mail, unless the vehicle owner renews via the Internet. The renewal notice must be accompanied by the following documents and fees:

(A) registration renewal fees prescribed by law;

(B) any local fees or other fees prescribed by law and collected in conjunction with registration renewal; and

(C) evidence of financial responsibility required by Transportation Code, § 502.046, unless otherwise exempted by law.

(4) If a renewal notice is lost, destroyed, or not received by the vehicle owner, the vehicle may be registered if the owner presents personal identification acceptable to the tax assessor-collector. Failure to receive the notice does not relieve the owner of the responsibility to renew the vehicle's registration.

(5) Renewal of expired vehicle registrations.

(A) In accordance with Transportation Code, § 502.407, a vehicle with an expired registration may not be operated on the highways of the state after the fifth working day after the date a vehicle registration expires.

(B) If the owner has been arrested or cited for operating the vehicle without valid registration then a 20 percent delinquency penalty is due when registration is renewed.

(C) If the county tax assessor-collector determines that a registrant has a valid reason for being delinquent in registration, the vehicle owner will be required to pay for twelve months' registration. Renewal will establish a new registration expiration month that will end on the last day of the eleventh month following

the month of registration renewal.

(D) If the county tax assessor-collector determines that a registrant does not have a valid reason for being delinquent in registration, the full annual fee will be collected and the vehicle registration expiration month will remain the same.

(E) If a vehicle is registered in accordance with Transportation Code, §§ 502.255. 502.431, 502.435, 502.454, 504.315, 504.401, 504.405, 504.505, or 504.515 and if the vehicle's registration is renewed more than one month after expiration of the previous registration, the registration fee will be prorated.

(F) Any delinquent registration submitted directly to the department for processing will be evaluated to verify the reason for delinquency. If the department determines that a registrant has a valid reason for being delinquent in registration, the vehicle owner will be required to pay for 12 months' registration. Renewal will establish a new registration expiration month that will end on the last day of the 11th month following the month of registration. If the department determines that a registrant does not have a valid reason for being delinquent in registration, the full annual fee will be collected and the vehicle registration expiration month will remain the same.

(G) Evidence of a valid reason may include receipts, passport dates, and military orders. Valid reasons may include: (i) extensive repairs on the vehicle; (ii) the person was out of the country; (iii) the vehicle is used only for seasonal use; (iv) military orders; (v) storage of the vehicle; (vi) a medical condition such as an extended hospital stay; and (vii) any other reason submitted with evidence that the county tax assessor-collector determines is valid.

(6) Refusal to renew registration for delinquent child support.

(A) Placement of denial flag. On receipt of a notice issued under Family Code, Chapter 232 for the suspension or nonrenewal of a motor vehicle registration, the department will place a registration denial flag on the motor vehicle record of the child support obligor as reported by the child support agency.

(B) Refusal to renew registration. While a motor vehicle record is flagged, the county tax-assessor collector shall refuse to renew the registration of the associated motor vehicle.

(C) Removal of denial flag. The department will remove the registration denial flag on receipt of a removal notice issued by a child support agency under Family Code, Chapter 232.

(7) License plate reissuance program. The county tax assessor-collectors shall issue new multi-year license plates at no additional charge at the time of registration renewal provided the current plates are over seven years old from the date of issuance, including permanent trailer plates.

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(i) Enforcement of traffic warrant. A municipality may enter into a contract with the department under Government Code, Chapter 791 to indicate in the state's motor vehicle records that the owner of the vehicle is a person for whom a warrant of arrest is outstanding for failure to appear or who has failed to pay a fine on a complaint involving a violation of a traffic law. In accordance with Transportation Code, § 702.003, a county tax assessor-collector may refuse to register a motor vehicle if such a failure is indicated in the motor vehicle record for that motor vehicle. A municipality is responsible for obtaining the agreement of the county in which the municipality is located to refuse to register motor vehicles for failure to pay civil penalties imposed by the municipality.

(j) Refusal to register due to traffic signal violation. A local authority, as defined in Transportation Code, § 541.002, that operates a traffic signal enforcement program authorized under Transportation Code, Chapter 707 may enter into a contract with the department under Government Code, Chapter 791 to indicate in the state's motor vehicle records that the owner of a motor vehicle has failed to pay the civil penalty for a violation of the local authority's traffic signal enforcement system involving that motor vehicle. In accordance with Transportation Code, § 707.017, a county tax assessor-collector may refuse to register a motor vehicle if such a failure is indicated in the motor vehicle record for that motor vehicle. The local authority is responsible for obtaining the agreement of the county in which the local authority is located to refuse to register motor vehicles for failure to pay civil penalties imposed by the local authority.

(k) Refusal to register vehicle in certain counties. A county may enter into a contract with the department under Government Code, Chapter 791 to indicate in the state's motor vehicle records that the owner of the vehicle has failed to pay a fine, fee, or tax that is past due. In accordance with Transportation Code, § 502.010, a county tax assessor-collector may refuse to register a motor vehicle if such a failure is indicated in the motor vehicle record for that motor vehicle.

(l) Record notation. A contract between the department and a county, municipality, or local authority entered into under Transportation Code, § 502.010, Transportation Code, § 702.003, or Transportation Code, § 707.017 will contain the terms set out in this subsection.

(1) To place or remove a registration denial flag on a vehicle record, the contracting entity must submit a magnetic tape or other acceptable submission medium as determined by the department in a format prescribed by the department.

(2) The information submitted by the contracting entity will include, at a minimum, the vehicle identification number and the license plate number of the affected vehicle.

(3) If the contracting entity data submission contains bad or corrupted data, the submission medium will be returned to the contracting entity with no further action by the department.

(4) The magnetic tape or other submission medium must be submitted to the department from a single source within the contracting entity.

(5) The submission of a magnetic tape or other submission medium to the department by a contracting entity constitutes a certification by that entity that it has complied with all applicable laws.

SOURCE: The provisions of this § 217.22 adopted to be effective March 4, 2010, 35 TexReg 1761; amended to be effective July 6, 2010, 35 TexReg 5903; amended to be effective November 30, 2010, 35 TexReg 10514; amended to be effective May 6, 2012, 37 TexReg 3185; amended to be effective September 2, 2012, 37 TexReg 6687

STATE OF TEXAS   §

COUNTY OF TRAVIS   §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles   (TxDMV)

Town of Hickory Creek   (Local Government)

II. PURPOSE: Scofflaw Services contract for marking Texas Motor Vehicle Registration Records.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDMV will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: Contract payment shall conform to the provisions of **Attachment B**, Budget.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates five years from the date this contract is executed by the state, or when otherwise terminated as provided in **Attachment C**, Article 5 of this Agreement.

VI. LEGAL AUTHORITY:
THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

TxDMV further certifies that it has the authority to perform the services by authority granted in Section 702.003 and in Section 707.017 of the Texas Transportation Code.

The governing body, by resolution or ordinance, dated ___February 21, 2012___, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance, **Attachment E**, Contact Information, and **Attachment F**, Account Information.

Town of Hickory Creek _____ (Name of Local Government)

By _____   Date ___June 7, 2012___
    (AUTHORIZED SIGNATURE)
    Roger Mangum

TYPED OR PRINTED NAME AND TITLE

Title ___Town Administrator___

FOR THE STATE OF TEXAS
Executed for the Executive Director and approved by the Texas Department of Motor Vehicles Board for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Department of Motor Vehicles Board.

By _____   Date _____
    Randy Elliston
    Director, Vehicle Titles and Registration Division
    Texas Department of Motor Vehicles

ATTACHMENT A

Scope of Services

TxDMV will:

1. On initial probes (inquiries) of data submissions received from the local government, generate an output file containing matching license plates. If no vehicle record is found, such factual information will be indicated on the output file together with the input data. Input and output files will be returned to the Local Government after completion of the computer run.

   Place "flags" on vehicle records based on data submissions received from Local Government containing "flag" request codes.

2. Remove "flags" from vehicle records based on data submissions received from Local Government containing "clear" request codes.

Local Government shall:

1. Provide data submissions to TxDMV in accordance with TxDMV specifications for computer run of initial probes (inquiry), flags (marking) of vehicle records and clears (removal) of flags. Due to changing technology, these specifications will be distributed by TxDMV to the local governments on September 1st of every year.

2. Submit an application to establish the method of payment (see Attachment F), and establish an account prior to submitting inquiries.

ATTACHMENT B

Budget

Fees for file submission and transactions shall be submitted to TxDMV in accordance with 43 TAC Chapter 207.

Payments shall be submitted to the following address:

Texas Department of Motor Vehicles
Administrative Services Division
PO Box 5020
Austin, TX 78763-5020

A. If the Local Government chooses to establish a "Pay On Demand" account, the applicable payment of fees must be made each time a request to probe (search/inquiry), place or remove "flags" from motor vehicle records is submitted to TxDMV. An account will be opened to hold the $500.00 (or greater) initial deposit.

B. As an alternative, if the Local Government chooses to establish a non-interest bearing escrow "Prepaid Account" with TxDMV, upon agreement between the Local Government, TxDMV and payment of applicable fees, as described below, TxDMV will establish an account in the name of the Local Government. Charges shall be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as determined by TxDMV and provided herein.

A deposit of at least $500.00 shall be maintained in a non-interest bearing escrow account. This initial deposit is to cover estimated service use. The escrow account shall be established with TxDMV prior to submission of probes (inquiries), or placing or removing "flags" from motor vehicle records for the Local Government. Payment of the deposit shall be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract. The $500.00 minimum balance, to be maintained in the escrow account, may increase depending on established monthly usage by the Local Government. This additional funding is payable within fifteen (15) days from receipt of notification from TxDMV.

An escrow account balance statement will be provided by TxDMV each time a probe or a request to place or remove "flags" from motor vehicle records is submitted.

If the balance in the non-interest bearing escrow account falls below the $500.00 minimum balance, TxDMV may suspend processing probes, or placing or removing "flags" from motor vehicle records for the Local Government until such time as a deposit is made by the Local Government, in an amount sufficient to increase the balance in the escrow account to the $500.00 minimum balance.

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments
This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements
If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes
TxDMV will be responsible for the settlement of all contractual and administrative issues.

Article 4. Ownership of Equipment
Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDMV under this contract will be owned by TxDMV.

Article 5. Termination
This contract may be terminated by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities
Any person who is doing business with or who reasonably speaking may do business with TxDMV under this contract may not make any offer of benefits, gifts, or favors to employees of TxDMV.

Article 7. Responsibilities of the Parties
Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ATTACHMENT D

Resolution or Ordinance

On the __21st__ day of __February__, 20 __12__, the __Town of Hickory Creek__ City/Town Council passed Resolution No. __2012-0221-02__, hereinafter identified by reference, authorizing the City's participation in the Program.

ATTACHMENT E

Contact Information

Technical assistance regarding probes, placing and removing of "flags" from motor vehicle records or information regarding payments for your account may be obtained by contacting the Administrative Services Division, Technology Support Branch, at (512) 465-7590 or (512) 465-7950 (Monday through Friday 8:00 AM - 5:00 PM).

ACCOUNT INFORMATION

ADMINISTRATIVE SERVICES DIVISION 4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007 PLEASE PRINT OR TYPE	Contract Number For Department Use Only

Type of Account Requested:

__X__ "Prepaid" Account	_____ "Pay On Request" Account

DATE: 06/07/2012	ATTN: *(Name and Telephone Number of Person Responsible For Account)* Kristi K. Rogers 940-497-2528 ext.227

ACCOUNT NAME:	Town of Hickory Creek

BILLING ADDRESS:

  1075 Ronald Reagan Avenue
  Hickory Creek, TX 75065

ATTENTION: *(Name and Mailing Address of the Person Responsible for Sending and Receiving Files.)*

  Gayla Martin

MAILING ADDRESS:
  1075 Ronald Reagan Avenue
  Hickory Creek, TX 75065

E-MAIL ADDRESS: *(For Contact Purposes By E-mail)*

  gayla.martin@hickorycreek-tx.gov

BUSINESS TELEPHONE NUMBER: 940-497-2564 ext.224	BUSINESS FAX NUMBER: 940-497-0578

For Department Use Only

Escrow Amount _____

Date Agreement Signed _____

Account Terminated/Canceled

Non-Payment _____ *User Request* _____ *Account Number* _____

TOWN OF HICKORY CREEK, TEXAS

RESOLUTION NO. 2012-0221-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE TOWN ADMINISTRATOR OF THE TOWN OF HICKORY CREEK, TEXAS TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR FLAGGING TEXAS MOTOR VEHICLE RECORDS FOR FAILURE TO APPEAR OR FAILURE TO PAY A FINE ON A COMPLAINT INVOLVING VIOLATION OF A TRAFFIC LAW AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek (the "Town"), Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas;

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform governmental functions and services under the terms thereof; and

WHEREAS, the Town Council has been presented a proposed Interlocal Agreement by and between the Town of Hickory Creek, Texas and The Texas Department of Transportation ("TxDOT") for participating in the Scofflaw Program, in accordance with Section 702.003 of the Texas Transportation Code (hereinafter "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, pursuant to Section 702.003 of the Texas Transportation Code, a county assessor-collector or the Texas Department of Transportation may refuse to register a motor vehicle if the assessor-collector or the department receives under a contract information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law; and
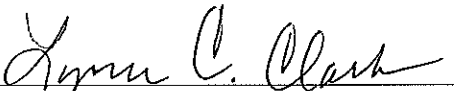
WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Town Administrator, shall be authorized to execute it on behalf of the Town of Hickory Creek.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Hickory Creek, Texas:
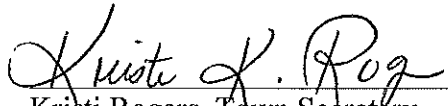
Section 1: That the Town Administrator of the Town of Hickory Creek, Texas, is hereby authorized to execute on behalf of the Town of Hickory Creek, Texas, the Agreement attached hereto as Exhibit A.

Section 2: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 21st day of February, 2012.

_____
Lynn C. Clark, Mayor Pro Tem

ATTEST:

_____
Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

_____
Lance Vanzant, Town Attorney

STATE OF TEXAS   §
                      §   INTERLOCAL AGREEMENT
COUNTY OF DALLAS   §

This Agreement made and entered into this _____ day of _____, 2008, by and between the County of Dallas, hereinafter referred to as "County", with the agreement, consent, and participation of the Dallas County Tax Assessor-Collector, hereinafter referred to as the "County or County Tax Assessor-Collector", and the City of _____, Texas, a home-rule municipal corporation hereinafter referred to as "City", under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code, and as authorized by Texas Transportation Code, Chapter 702.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the County and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, Transportation Code §702.003 allows a county tax assessor-collector, upon receipt of information from a municipality by and through the Texas Department of Transportation motor vehicle registration system, to assist a municipality in the enforcement of outstanding warrants of arrest for the failure to app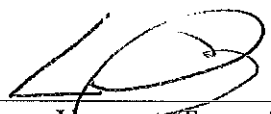ear or pay a fine on a complaint involving certain traffic offenses by refusing to register or re-register a motor vehicle; and

WHEREAS, Transportation Code §702.003 allows a municipality to contract with the Texas Department of Transportation (hereafter "the Department") to provide the necessary information to a county for the above determination by the county tax assessor-collector to deny motor vehicle registration or re-registration to certain persons; and

WHEREAS, such a consolidated effort in the effectuation of Texas Transportation Code, Chapter 702, are in each party's best interest and that of the public and that this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, the County and the City specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party;

NOW THEREFORE, this contract is hereby made and entered into by County and City for the mutual consideration stated herein:

1. **PURPOSE OF AGREEMENT.**

   The purpose of this Agreement is to state the terms and conditions under which the County Tax Assessor-Collector will refuse to register or re-register certain motor vehicles when the County Tax Assessor-Collector receives information from the Texas Department of Transportation (the "Department") motor vehicle registration system that the owner of the vehicle has an outstanding warrant from the City for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law pursuant to information provided by the City to the Department, as authorized and specifically set out under Texas Transportation Code, Chapter 702 (herein referred to as the "Act").

2. **DUTIES OF THE CITY.**

   2.1   The City shall contract with the Department to provide information to the Department to enable the County Tax Assessor-Collector to identify flagged vehicle owners to determine which vehicle owners have an outstanding warrant from the City for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law pursuant to the Act. The City will in all instances ensure that all provisions of the Act are adhered to as well as all other applicable laws of the State of Texas.

   2.2   The City shall notify the County Tax Assessor-Collector within _____ days when a traffic law matter is cleared regarding a person:

   2.2.1   Against whom a judgment has been entered and who has paid the municipal court the full amount of the fine and all court costs; or

   2.2.2   Who has perfected an appeal of the case for which the arrest warrant was issued; or

   2.2.3   Whose charge for which the arrest warrant was issued has been dismissed; or

   2.2.4   Whose charge for which the arrest warrant was issued has been cleared through judicial action or clerical correction; or

   2.3   The City shall notify the Department within _____ days pursuant to its agreement with the Department regarding a person:

   2.3.1   Against whom a judgment has been entered and who has paid the municipal court the full amount of the [me and court costs; or

   2.3.2   Who has perfected an appeal of the case for which the arrest warrant was issued; or

   2.3.3   Whose charge for which the arrest warrant was issued has been dismissed; or

2.3.4 Whose charge for which the arrest warrant was issued has been cleared through judicial action or clerical correction; or

2.4 The City shall provide necessary notice forms that a traffic law matter is cleared for presentation to the County Tax Assessor-Collector pursuant to Section 2.2 above on a form that is acceptable to the County.

2.5 The City shall provide to the County instruction sheets in a form acceptable to the County and maps for the County to distribute to flagged motor vehicle owners necessary to accomplish the purposes of this Agreement.

2.6 The City shall provide a telephone number or the location of an office where individual inquiries and complaints can be made regarding denial of registration by the County Tax Assessor-Collector due to outstanding City warrants, as well as to explain the procedures necessary to resolve the traffic violation in order to obtain valid registration.

2.7 The City shall conduct a publicity campaign to explain when registration and re-registration will be denied and the procedures necessary to obtain valid registration.

2.8 The City shall identify, by name, address, and telephone number, an individual or individuals who shall have authority on behalf of the City to coordinate, direct and supervise this Agreement.

2.9 The City shall be liable for any damages that arise out of any non registration or registration of any vehicles that were flagged or should have been flagged by the City and/or the Department.

3. **DUTIES OF THE COUNTY TAX ASSESSOR-COLLECTOR.**

3.1 The County Tax Assessor-Collector, and his subcontractors, shall:

3.1.1 Review the Department motor vehicle registration system for traffic violation flags for all individuals who attempt to register any vehicle without the three-part renewal form issued by the State of Texas.

3.1.2 Refuse to register or re-register all motor vehicles which are flagged in the Department of motor vehicle registration system as having outstanding City warrants for traffic violations.

3.1.3 Distribute the instruction sheet to flagged motor vehicle owners that will explain the steps necessary to resolve their outstanding traffic violations and to obtain vehicle registration, and a map showing directions to the Municipal Court Bond Offices, if said instructions and map are furnished by the City.

3.1.4 Distribute an instruction sheet with a telephone number and office address to individuals who want to complain about registration denial if said instructions and address are furnished by the City.

3.2 The County Tax Assessor-Collector, and his subcontractors, shall register or re-register a motor vehicle upon receipt of notice from the City that the motor vehicle owner's traffic law matter is cleared pursuant to Section 2.2 above.

3.3 The County Tax Assessor-Collector shall have the sole authority and prerogative to register or re-register a motor vehicle where there has been a valid transfer of title.

4. **CONSIDERATION AND PAYMENT.**

The City shall pay to the County the amount of $_____ for each refusal to register or re-register a motor vehicle, pursuant to this agreement. The County Tax Assessor-Collector shall present an itemized invoice to the City within ____ days of the end of each month during the term of this agreement providing the name, address, and license plate number of each motor vehicle owner for which he refuses vehicle registration or re-registration. The City shall pay the amount owed to the County without demand within 30 days of receipt of the invoice.

On or before _____ of any year during the term of this Agreement, either party may request a modification in the considered paid under the terms of this Agreement. Said modification, if any, shall take effect on _____ of the next contract year. If the County and the City cannot reach an agreement on the amount of consideration to be paid, then either party may terminate the agreement in accordance with Section 5.

5. **TERM AND TERMINATION.**

This Interlocal Agreement shall be effective upon its date of execution by the last party to execute the Agreement and shall terminate on _____, 20____. The agreement shall automatically renew for successive one-year terms. This agreement may be terminated at any time by either party upon sixty (60) days written notice to the other parties.

6. **NOTICE.**

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

TO THE COUNTY TAX
ASSESSOR-COLLECTOR: Dallas County Tax Assessor-Collector
                          500 Elm St. Records Building
                          Dallas, Texas 75202

TO THE CITY: The City of _____ C/O
                                      Office of the Mayor

7.   **INDEMNIFICATION.**

      County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

8.   **FISCAL FUNDING.**

      Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County as regards this Agreement, specifically including any funding by County of this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure of any funding party to budget or authorize funding for this during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

      Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this Agreement, specifically including any funding by City of this Agreement in the event that the City is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this or failure of any funding party to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, as its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

9.   **VENUE.**

      Venue to enforce this Agreement shall lie exclusively in Dallas County, Texas.

10**.**   **NONDISCRIMINATION.**

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation.

11.   **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

12.   **SEVERABILITY.**

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

13.   **DEFAULT/WAIVER/MITIGATION.**

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action.   Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

14.   **FEDERAL OR STATE OF TEXAS FUNDING**.

In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.

15.   **HEADINGS**.

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this AGREEMENT and shall not be deemed to affect the interpretation or construction of such provision.

16.   **NUMBER AND GENDER**.

Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

17. **COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. **REMEDIES.**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of Dallas and the City of _____ in the manner provided by law.

THE COUNTY OF DALLAS

By_____
_____, County Judge
Date:_____

ATTEST

THE CITY OF _____

_____
City Secretary

By_____
Mayor _____
Date:_____

APPROVED AS TO FORM:

By_____
Assistant City Attorney

APPROVED AS TO FORM:

_____
_____, Chief, Civil Section
*Dallas County District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

SCOFFLAW FAQs

GENERAL

In what format should all the files be created?

The file format should be ASCII (text). The current Input/Output media option is now by **FTP** to our **TxDMV** Scofflaw server for Cities and by email attachment and/or CD-ROM for Counties.

Is there any additional TX DMV fee for flagging?

Per the contract, there is still only a $23.00 fee per submission file, plus 12 cents per record flagged/cleared or probed. These fees currently apply to both our City and our County Scofflaw program.

Do you have a defined procedure for handling errors that reverses your fee in the event a mistake is discovered?

The Scofflaw program is set up to probe, place and remove "flags" from motor vehicle records. If a 'flag' request is submitted, and subsequently flagged in error, the municipality should send TxDMV a **Clear** record on said vehicle at their next opportunity, which can be whenever their next Flag/Clear file is normally prepared and sent in (unless a more immediate turnaround is required). We do not credit escrow accounts for submission errors; however if the error is made by the TxDMV, a credit will certainly be issued.

Is there any specific schedule you have for flagging purposes?

Our daily schedule for City Scofflaw includes **Probe** runs at 9:00 a.m. and 3:00 p.m.; and a **Flag/Clear** process runs everyday at 6:00 p.m. Compatible Input files should be posted at least fifteen minutes before those times. Results will be posted

within an hour following the Probe run times and by the next morning for the Flag/Clear run. For County Scofflaw, the process runs nightly and results are sent out, typically by email, the following morning.

What does the remark on a renewal notice look like?

This is a typical **Renewal Notice** that has been flagged by our County Scofflaw process. A like notation would represent a City Scofflaw.

Where should we email additional Scofflaw questions to?

The email address at TxDMV for Scofflaw is **vtr_scofflaw@txdmv.gov** .

CITY SCOFFLAW

What information does the city send to TxDMV?

A City may send TxDMV three (3) types of input files: **P**robes, **F**lags and **C**lears. Files containing Probes must be *exclusively* Probes. Files containing Flags or Clears can be exclusive or can be a combination of Flags and Clears. Probes are sent for *inquiry* purposes only, no database updates are performed during that process. Each Probe Input record must be 80 bytes in length, as detailed in the City Scofflaw Procedural Instruction Document, distributed to new participants. It will consist of CITY-CODE, REG-YR, PLTNO and CODE. Probe records will contain blank spaces in the 17 byte field reserved for DOCNO. Cities may include optional data in the 47-byte field reserved as FILLER; or it may be left blank. This optional data is not processed in any way by TxDMV, but is returned back to the City in the first 80 bytes of the Output Report file. Typically, a Probe file is sent by the city first, in order to obtain vehicle data that can be compared to its own available data, and most importantly to obtain the DOCNO (document number) which is a required key element on subsequent Flag/Clear Input files. The Flag/Clear Input record format differs from Probe input record format (also detailed in the instructional document).

What does TxDMV do with this data?

For every Probe, Flag and/or Clear Input file sent to TxDMV by the city, there will be an output file returned to the city. Cities can flag a record for unpaid traffic tickets (moving violations, but **no** parking tickets) and red light camera (RLC) violations. Probes are inquiries only and vehicle data is returned in the output file. Output file data elements and formatting would be provided. Flags will "flag" a vehicle record with the message: City Scofflaw: _____(city name); and with the cooperation of the County Tax Office, vehicle owners with flagged records will not be allowed to renew their annual vehicle registration, until the city fine has been paid. Clears will "clear" a previously flagged vehicle record, to again allow for registration renewals.

What does the city do with the Output file that TxDMV returns?

As detailed above, the Probe Output file can be compared to the city's own available data, and most importantly used to obtain the DOCNO (document number), which is a required key in subsequent Flag/Clear Input file records. The Output file for the Flags and/or Clears will contain basically the same data as the Probe file. Alternatively, for those Probes/Flags/Clears that were not successfully processed, a descriptive error message will be returned in the *common-area* of the Output file. If no error message was generated, that common area will instead contain vehicle TITLE information.

Possible ERROR messages are:

NO MATCH IN FILE; SEND GOOD PLATE NUMBER AND YEAR
BAD SCOFFLAW ACTION CODE; SEND VALID CODE
MISSING KEY INFO; SEND DOCNO
UNABLE TO UPDATE RECORD; RESUBMIT AS IS
SCOFFLAW ALREADY SET FOR CITY:' CITY-NAME
SCOFFLAW ALREADY LIFTED;' TITLE.DOCNO
NO MATCH IN FILE; SEND GOOD DOCNO

The City Scofflaw process requires: City-code, License Registration Year, License Plate number and Document Number. Could you explain what each of these items is and how/where a city office can access this information?

City-code is a four-digit numeric value assigned to each city by the TxDMV. An example would be 0006 for Austin. All leading zeroes are required.

License registration year is the year in which the current vehicle registration expires. The *current* calendar year is acceptable as a default, if the actual date is unavailable. The field cannot, however be left blank.

License plate number is the number assigned to the Texas-titled vehicle, which is displayed on the plate.

Document number is a unique 17-digit identification number assigned by TxDMV – Vehicle Titles and Registration Division, which is printed on the Certificate of Title and retrieved during the Probe process.

Once we send a flagging file, do you respond with any type of confirmation file, acknowledging the records have officially been flagged?

For every Probe, Flag and/or Clear Input file sent to TxDMV by a municipality, there will be an Output file posted to the server (accessible by that city's DMV-assigned password). Plus, a newly-generated escrow account balance statement is emailed to the city. The actual updates to our database records happen during that night's processes.

What process do you perform to resolve any potential errors from the original transmission (so we know it all worked)?

For any flags or clears that were not successfully processed, a descriptive error message will be returned in the output file.

Possible ERROR messages are:

NO MATCH IN FILE; SEND GOOD PLATE NUMBER AND YEAR
BAD SCOFFLAW ACTION CODE; SEND VALID CODE
MISSING KEY INFO; SEND DOCNO
UNABLE TO UPDATE RECORD; RESUBMIT AS IS
SCOFFLAW ALREADY SET FOR CITY:' CITY-NAME
SCOFFLAW ALREADY LIFTED;' TITLE.DOCNO
NO MATCH IN FILE; SEND GOOD DOCNO

Once flagged in your systems, does TXDMV send a letter or notification to the vehicle owner informing them of the flag?

No, TXDMV sends no notification to the vehicle owner, after flagging. However, their next registration renewal notice will clearly display the flag, if it is still in place at that time. Each individual municipality certainly has the right to contact the owner about the flag.

Many times, the vehicle owner is at the DMV trying to re-register a vehicle when they are told about their flag. In other municipalities, they are told to call us, where we encourage them to pay via credit card. We then produce a paper form (forms printed and controlled by MVA) and fax it directly to the DMV office where they are waiting. This helps the customer get it done immediately.

A Scofflaw flag does not hinder registration renewal, when proof of payment of all past-due violations is provided. The flag is only a 'soft stop', if the owner appears in person at the Tax Office or substation to request a renewal, with hardcopy evidence of full restitution in-hand. A renewal can be done at that time. The flag is a hard-stop only when the owner attempts to renew online. Flags will be removed by the Scofflaw Clear process when a city sends TxDMV a file containing records to be cleared. These can be included in the next Flag file sent by the city, as Flags and Clears can be combined in one file.

Sending Input files via FTP to the TxDMV server is the current transmission option. Will the output file be sent back in the same way?

Yes. Each city will be assigned a secure password with which to access their results.

Are cities allowed to flag only vehicles for people who are residents of their city?

No. Cities can flag any vehicle registered in the State of Texas.

The Recorder

The Journal of Texas Municipal Courts

COSTS PAYABLE? *JOHNSON V. STATE* AND ITS IMPLICATIONS ON LOCAL TRIAL COURTS OF LIMITED JURISDICTION IN TEXAS

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Rarely in Texas does an intermediate court of appeals opinion generate online frenzy, let alone pique local court clerks and administrators like *Johnson v. State*, 2012 Tex. App. LEXIS 8657 (Tex. App.—Houston [14th Dist.] Oct. 16, 2012). Although *Johnson*, which is designated for publication, is an important reminder that all criminal defendants are legally entitled to an itemization of court costs, clamor that the opinion has broad implications on municipal and justice courts seems mostly unjustified and certainly premature.

I. Underlying Facts and Procedural History

Manley DeWayne Johnson pleaded guilty to aggravated robbery with a deadly weapon, a first-degree felony. He was sentenced in the 230th District Court (in Harris County) to seven years in prison. In its judgment of conviction, the trial court also ordered appellant to pay $234 in court costs.

Johnson contended in a single issue on appeal that there was insufficient evidence in the record to support the court's ordering him to pay a particular amount in court costs. The original clerk's record filed with the court of appeals did not contain a bill of costs (an itemization of court costs). In fact, the record filed with the court of appeals did not

SHOULD CITIES EMBRACE OR SCOFF AT THE TEXAS SCOFFLAW PROGRAM?

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In general parlance, a scofflaw is a person who flouts the law.[1] Under Texas statutory law, a scofflaw is a vehicle owner who has an outstanding warrant for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law.

This difference in vernacular can be attributed to two Texas statutes: Sections 502.185 and 702.003 of the Transportation Code. These statutes, which provide for dealing with county and municipal "scofflaws"

respectively, allow a County Tax Assessor-Collector to refuse to register the motor vehicles of scofflaws, here meaning those vehicle owners who have had a warrant issued based on their failure either to appear or to pay a fine.[2]

The Scofflaw Program is fairly simple. First, a city contracts with the county or the Texas Department of Motor Vehicles to implement

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ready to be produced, unto the person owing or chargeable with the same, a bill or account, in writing, containing the particulars of such costs, signed by the officer to whom such costs are due, or by whom the same are charged." Article 1044, Code of Criminal Procedure (1879).

5 See, Article 103.009, Code of Criminal Procedure. Notably under modern law, there is no requirement that a municipal judge maintain a fee record while there is such a requirement for justices of the peace. Ostensibly, all municipal court clerks are required by Article 103.009 to maintain a fee record.

6 "The fee book shall show the number and style of the action or proceeding in which the costs are charged, and each item of costs shall be stated separately; and it shall further name the officer or person to whom such costs are due." Article 1040, Code of Criminal Procedure (1879).

7 "Each clerk of a court, county judge, sheriff, justice of the peace, constable, mayor, recorder and marshal, in this state, shall keep a fee book, and shall enter therein all fees charged for service rendered in any criminal action or proceeding, which book shall be subject to the inspection of any person interested in such costs. Article 1040, Code of Criminal Procedure (1879).

8 Armstrong v. State, 340 S.W.3d 759, 766-67 (Tex. Crim. App. 2011), citing Weir v. State, 278 S.W.3d 364, 367 (Tex. Crim. App. 2009).

9 Article 44.17, Code of Criminal Procedure.

10 Data obtained via correspondence between the author and Angela Garcia, Judicial Information Manager, Office of Court Administration January 17, 2013. E-mail on file with the author.

11 Ex parte Spring, 586 S.W.2d 482 (Tex. Crim. App. 1979).

12 Article 103.008. Correction of Costs. "(a) On the filing of a motion by a defendant not later than one year after the date of the final disposition of a case in which costs were imposed, the court in which the case is pending or was last pending shall correct any error in the costs. (b) The defendant must notify each person affected by the correction of costs in the same manner as notice of a similar motion is given in a civil action."

13 Under certain circumstances, may a defendant seek an extraordinary remedy (e.g., via a writ of habeas corpus or mandamus)?

14 Voluntarily paying the fine in a misdemeanor case renders the appeal from the judgment moot. Fouke v. State, 529 S.W.2d 772 (Tex. Crim. App. 1975).

15 At the time, however, municipal judges were referred to as "recorders." "A reference in the laws of this state to 'recorder' means a judge of a municipal court." Section 29.004(d), Texas Government Code.

16 It is required by Article 103.009(d) of the Code of Criminal Procedure.

17 Article 103.006. Transfer Bill of Costs.

"If a criminal action or proceeding is transferred from one court to another or is appealed, an officer of the court shall certify and sign a bill of costs stating the costs that have accrued and send the bill of costs to the court to which the action or proceeding is transferred or appealed."

18 Article103.007. Additional Costs "After Payment. After a defendant has paid costs, no more costs may be charged against the defendant unless the court rules on a motion presented to the court that additional costs are due."

19 General Amusement Ride Safety Tips. www.expertsafety.com/safety/safety.htm.

20 Tafolla v. State, 2012 Tex. App. LEXIS 10555 (Tex. App.—Texarkana Dec. 20, 2012); Solomon v. State, 2012 Tex. App. LEXIS 10473 (Tex. App.—San Antonio Dec. 19, 2012); Cuba v. State, 2012 Tex. App. LEXIS 10260 (Tex. App.—Texarkana Dec. 11, 2012); Slaven v. State, 2012 Tex. App. LEXIS 9480 (Tex. App.—Fort Worth Nov. 15, 2012).

21 Article 45.0425(b), Code of Criminal Procedure.

22 Compare the applicable costs using charts prepared by the Office of Court Administration. See, on-line, Criminal Court Costs–Current Charts available at http://www.txcourts.gov/pubs/pubs-home.asp.

23 Ryan Kellus Turner, "By Hook or Crook: I Maintain that Everything is Fine," The Recorder (May 2008) at 3.

Scofflaw Program continued from pg 1

the program.[3] Once the program is established, the city submits inquires that match vehicle registrations to defendants who have outstanding warrants after failing to appear or failing to pay a fine on a charge that involves the violation of a traffic law.[4] When a match between a defendant and a vehicle is found, the city can submit a "flag."[5] A flagged record then displays a scofflaw remark and a defendant cannot renew his or her vehicle registration until the court case is resolved.[6]

From the defendant's perspective, if he or she has been flagged as a scofflaw, the next registration renewal will contain the Scofflaw notice or he or she will be notified upon attempt to renew at the tax office.[7]

The notice will refer the violator to the appropriate court where the issue can be resolved.[8] Once the violator takes care of the case at the court and obtains a release document, then the defendant returns to the tax office to register the vehicle.[9]

Although a fairly straightforward program, it is important to remember a few key things. First, a warrant must have been issued.[10] Second, a no registration charge is not eligible for a Scofflaw block if the defendant does not own or no longer owns the vehicle—the license plate identified on the citation must match current vehicle registration records.[11] Third, the city must include a warning on citations for any traffic law that warns defendants that a failure to appear or satisfy a judgment might result in the defendant not being permitted to register a motor vehicle.[12] Many

citations will already contain such a warning, even if a Scofflaw program is not in place. For example, when Dallas began its Scofflaw program, the required wording was already included on its citations.[13]

The Scofflaw program can also be used for red-light camera fines, which frequently go unpaid.[14] Because a red-light camera citation is a civil violation and motorists do not have to fear arrest on warrants as they would if they ignored other traffic citations, there is a high rate of non-payment that means cities lose out on millions of dollars.[15] In Arlington, for example, of the 91,265 red-light camera violations issued between October 1, 2009 and September 30, 2010, one-third either ignored the violation notice or failed to pay the full fine.[16] In this situation, the Scofflaw program offers a solution, preventing

motorists from renewing their vehicle registration if they have an unpaid red-light camera citation.

"If there are these fines out there, they need to be collected," Arlington Councilman Robert Rivera told the Fort Worth *Star-Telegram* in 2011.[17] "There has to be an incentive for people not to run these red lights at intersections."

The purpose and potential benefit of the Scofflaw program is obvious. Especially in tough economic times, when budgets are tight, improved collections and increased revenue is something all cities must think about. In El Paso, such budgetary concerns helped motivate it to adopt a Scofflaw program in 2010.

"During a time when El Paso County is seeing cuts in our state funding and decreased revenue locally, programs like the Scofflaw Verification System are critical [because] they ease the burden on the local property taxpayer," El Paso County Judge Veronica Escobar told the *El Paso Times* in 2011.[18]

The Scofflaw program is, in many ways, like another Texas enforcement mechanism, DPS's failure to appear program offered through OmniBase Services of Texas (OmniBase).[19] Just as Scofflaw can serve as collection and enforcement tool by blocking vehicle registration, OmniBase provides a collection and enforcement tool by restricting the violator's ability to renew their driver's license for outstanding violations.[20]

The downside of OmniBase is that drivers' licenses only have to be renewed every six years, which means that outstanding fines and fees may remain pending for a significant period of time.[21] Under Scofflaw, on the other hand, fines and fees cannot remain outstanding for nearly as long

since vehicle registration must be renewed annually.[22]

"I think there's no better system, because this is the only way you get to see them every year; that's the only place they're going to come to every year, to get their [vehicle] tags," McLennan County Commissioner Kelly Snell said about Scofflaw to the *Waco Tribune* in April 2012.[23]

Because Scofflaw blocks vehicle registrations, which must be renewed every year, one might suspect that it is the more popular and successful program of the two, but participation numbers suggest otherwise. OmniBase boasts 695 participating cities and 236 participating counties, while only 60 cities and 21 counties are currently using the Scofflaw program.[24]

There are many potential reasons for Scofflaw's lack of popularity. For one, most municipalities were not able to implement it until recently. Up until 2011, Scofflaw could be used only by home-rule cities, but that limitation was repealed during the 2011 legislative session.[25] Perhaps there is confusion between the city and the county, or maybe some municipalities already have a similar local program in place. For some, Scofflaw seems inefficient. Maybe it is because Scofflaw is administered by the Texas Department of Motor Vehicles, while OmniBase is a private corporation.

"The city can do it, but it's kind of involved, because you have to put flags on registrations with DMV and it's a time-consuming process," Hurst Assistant Police Chief Steve Niekamp told the *Star-Telegram* in 2011 about why his city was not looking into using Scofflaw, and instead was considering a private company, Redflex Traffic Systems. "It looks like it's more efficient to let [Redflex] do it."[26]

Possibly some of the frustration with Scofflaw can be attributed to the flags that can go on a vehicle. Only one city and one county will show as having a flag. Others are concerned about implementing Scofflaw because of how long it may take for a flag to be removed from a record once a case is resolved.

"I think we're going to have a lot of upset people if they pay [their ticket] and it takes a while for the flag to come off," Cleveland City Councilman Mike Penry told the *Cleveland Advocate* when his city implemented the Scofflaw program in 2009.[27]

Most certainly, one of the reasons that Scofflaw is not more successful is because of the permissive nature of the statute. Under the current law, a Scofflaw flag on a record does not prevent a car from being registered. The Scofflaw section of the Texas Transportation Code *allows* for the Tax Assessor of a county to deny the vehicle registration of an individual who is reported to have outstanding municipal fines and fees, but it does not *require* the Tax Assessor to block the vehicle registration.[28] The Scofflaw flag is a "soft stop" that does not prevent registration; it simply creates a remark on the record. For Scofflaw to prevent registration, a county tax office clerk must both notice the remark and participate in enforcement.

As a result of this permissive nature of the Scofflaw program, many Tax Assessor-Collectors have not denied vehicle registrations because it creates more work for them, keeps revenue out of their coffers, and creates angry customers in their offices. For example, El Paso County Tax Assessor-Collector Victor Flores told the *El Paso Times* in April 2011 that one of the downsides to implementing the Scofflaw program was that it led to

slower processing times and to longer lines in the tax office.[29]

Although El Paso went through with the Scofflaw program, despite the longer lines, other Tax Assessor-Collectors are not as willing to deal with the additional work, long lines, and lost revenue, especially if they are not compensated for it. For example, in 2011, Tarrant County Tax Assessor-Collector Ron Wright told the Fort Worth *Star-Telegram* that he would consider implementing the Scofflaw program only if cities paid the county for the additional service.[30]

"What I've told both cities [Fort Worth and Arlington] is it is not the responsibility of the tax office to force people to pay their fines," Wright told the *Star-Telegram* in October 2011.[31] "We would not enter into serious discussions unless we are compensated. That hasn't happened."

One of the other recent changes to the Scofflaw program, effective September 2011, now allows county and municipal governments to impose an additional fee of $20 against a person who has an outstanding warrant for Failure to Appear in connection with a citation, complaint, information, or indictment in a court.[32] This fee may be used to reimburse the county Tax Assessor-Collector's Office or another county department for its expenses in providing services under a Scofflaw contract.[33] With this change, the Scofflaw program is intended to pay for itself. This may resolve some of the issues that cities have had in getting their local Tax Assessor-Collector to go along with the program, as in Tarrant County, because this change provides a way to compensate Tax Assessor-Collectors for the additional work.

But even if a Tax Assessor-Collector is going to be compensated for the additional work, some are still not willing to go along with the program.

Recently in Houston, according to the *Houston Chronicle*, there has been a conflict between Municipal Court Presiding Judge Barbara Hartle and incoming County Tax Assessor-Collector Mike Sullivan.[34] According to the *Chronicle*, Judge Hartle made a proposal to the City Council to sign an agreement with the Department of Motor Vehicles that would have the State refuse to issue vehicle registrations to people who have outstanding traffic fines.[35] As proposed by Judge Hartle, by investing about $20,000 a year into compiling lists of scofflaws and coordinating with the State, Houston could reap a windfall of $432,000 a year in higher collections.[36] But Sullivan is opposed to the idea, for many of the reasons discussed above. According to the *Chronicle*, Sullivan said he opposes the Scofflaw program because he intends to fulfill campaign promises to shorten the lines at the tax office windows.[37] In addition, he said he is worried that holds could mistakenly be placed on people who do not owe fines.[38]

"In my mind, it's nothing more than an attempt to have the county collect fees and fines that the city should collect on their own," Sullivan told the *Chronicle*.[39] "It looks like the mayor wants to push this over to the county as another layer of enforcement to collect money for the city."

Houston's outgoing Tax Assessor-Collector Don Sumners is also strongly opposed to Scofflaw.[40] He is quoted by the *Chronicle* as saying, "I would expect that required enforcement of Scofflaw could be a substantial disruption to tax office registration activities because of dealing with unhappy customers and longer lines from their needing to make multiple visits to the service windows."[41]

What will happen in Houston remains to be seen, but when Tax Assessor-

Collectors are willing to implement the Scofflaw program, the results can be both dramatic and immediate.

In Midland County, where Scofflaw was implemented in February 2012, Tax Assessor-Collector Kathy Reeves said that in just the first week she had seen a number of people make payments that were owed to the county so they would be permitted to renew their vehicle registration.[42] After El Paso County implemented the program in November 2010, it raised $660,000 in fines and fees in its first 14 weeks, officials said.[43]

However, not all programs are successful. In McLennan County, the Scofflaw program collected only about $4,000 in two years, according to McLennan County Commissioner Kelly Snell.[44] During that same time, McLennan County was owed at least $2.3 million for unpaid traffic citations.[45]

"It's a good thing in theory, but whether it's practically working or if it will, I don't know," McLennan County Precinct 1 Justice Kristi DeCluitt told the *Waco Tribune-Herald* in October 2011.[46]

For those thinking of implementing the Scofflaw program, Dallas's program may serve as a model.[47] To facilitate the Scofflaw program, Dallas County operates a "Wanted" website, which is a database tied to all county payment systems of unpaid fees and fines that also includes individuals from participating cities in Dallas County with unpaid traffic violations.[48] In order to avoid the potential problem of flags remaining on records that have been cleared, Dallas provides defendants with a clearance letter to present to Dallas County when a case is resolved, as directed by judicial order, and the city sends electronic clearance notices daily to Dallas County.[49] Additionally, a scofflaw will be removed from the

Dallas County "Wanted" website within two business days of a clearance letter or upon receipt of electronic update received at Dallas County.[50]

Overall, the Scofflaw program is potentially hugely beneficial to municipalities. There is the potential to collect significant amounts of money from unpaid fines while at the same time clearing outstanding warrants and violations. The permissive nature of the law, however, presents a significant roadblock. Unless the Legislature takes up the Scofflaw program again during this session and changes the permissive nature of it, cities will have to work together with other local officials to make the program work. If cities are now looking to implement a Scofflaw program, it is probably best to work with the local Tax Assessor-Collector and come to an agreement about how the program will work and compensation for the additional time and work that it will create. Such an inter-local agreement can go a long way in avoiding the traps that other cities have fallen into in the past.

1. Dictionary.com, *Scofflaw*, http://dictionary.reference.com/browse/scofflaw?s=t.
2. Sections 502.185 and 702.003, Transportation Code.
3. Section 702.003, Transportation Code.
4. See, Rebecca Davio, Texas Department of Transportation, *Model Interlocal Agreement and Accompanying Letter* (September 2008), accessible at http://ow.ly/h6016. Note that since the creation of the Texas Department of Motor Vehicles in 2009 (Tex. H.B. 3097, 81st Leg., R.S. (2009)), the Scofflaw program was moved from the Department of Transportation to the Department of Motor Vehicles.
5. *Id.*
6. *Id.*
7. *Id.*
8. *Id.*
9. *Id.*
10. Section 702.003, Transportation Code.
11. See, City of Dallas's PowerPoint presentation *Scofflaw Vehicle Registration Denial Program* (November 2009), accessible at https://docs.google.com/viewer?a=v&q=cache:bxRiCc7MhLkJ:www.dallascityhall.com/committee_briefings/briefings1109/

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12. Section 702.004, Transportation Code.
13. See, City of Dallas, *Supra*, note 14.
14. Terry Evans and Susan Schrock, "DFW cities hit roadblock in collecting red-light fines," Fort Worth *Star-Telegram*, October 6, 2011, accessible at http://www.star-telegram.com/2011/10/05/3423216/dfw-cities-hit-roadblock-in-collecting.html.
15. Susan Schrock, "Arlington considers joining program to collect red-light camera fines," Fort Worth *Star-Telegram*, September 6, 2011, accessible at http://www.star-telegram.com/2011/09/05/3338663/arlington-considers-joining-program.html.
16. *Id.* Told to the Fort Worth *Star-Telegram* by Steve Evans, the Arlington Police Department's management services director in September 2011.
17. Evans and Schrock, *Supra*, note 14.
18. Diana Washington Valdez, "Warrants, yes? Registration, no!: Scofflaw program brings in $600k", *El Paso Times*, April 3, 2011, accessible at http://www.elpasotimes.com/news/ci_17760980.
19. OmniBase Services of Texas, http://www.omnibase.com/ (last visited January 15, 2013).
20. *Id.*
21. Texas Department of Public Safety Driver License Division, *Driver License Renewal and Change of Address*, https://txapps.texas.gov/tolapp/txdl/faq.dl?locale=en_US (last visited January 15, 2013).
22. Texas Department of Motor Vehicles, *Register your Vehicle*, http://www.txdmv.gov/vehicles/registration/register.htm (last visited January 15, 2013).
23. Regina Dennis, "Tax office says it will end traffic scofflaw program," *Waco Tribune*, April 11, 2012, accessible at http://www.wacotrib.com/news/146930715.html.
24. Texas Department of Motor Vehicles, January 2013.
25. Senate Comm. on Intergovernmental Relations, Bill Analysis, Tex. S.B. 86, 82nd Leg., R.S. (2011), accessible at http://www.capitol.state.tx.us/Search/DocViewer.aspx?K2DocKey=odbc%3a%2f%2fTLO%2fTLO.dbo.vwCurrBillDocs%2f82%2fR%2fS%2fB%2f00086%2f5%2fA%40TloCurrBillDocs&QueryText=scofflaw&HighlightType=1.
26. Evans and Schrock, *Supra*, note 14.
27. Alex Wukman, "City council enters into 'scofflaw' contract, passes contractor liability ordinance," *Cleveland Advocate*, December 10, 2009, accessible at http://www.yourhoustonnews.com/cleveland/news/city-council-enters-into-scofflaw-contract-passes-contractor-liability-

ordinance/article_b5507253-b5c9-5da9-9392-d6941ee875b7.html.
28. Section 702.003, Transportation Code.
29. Valdez, *Supra*, note 18.
30. Evans and Schrock, *Supra*, note 14.
31. *Id.*
32. Section 702.003, Transportation Code.
33. *Id.*
34. Chris Moran, "City wants to block registrations for those with unpaid traffic tickets," *Houston Chronicle*, November 13, 2012, accessible at http://www.chron.com/news/houston-texas/houston/article/City-wants-to-block-registrations-for-those-with-4035218.php.
35. *Id.*
36. *Id.*
37. *Id.*
38. *Id.*
39. *Id.*
40. *Id.*
41. *Id.*
42. Kathleen Petty, "'Scofflaw' helps increase collections in its first week," *Midland Reporter-Telegram*, February 13, 2012, accessible at http://www.mywesttexas.com/top_stories/article_fb460a53-62a8-5fe1-8ba7-491b46dc5a5b.html.
43. Valdez, *Supra*, note 18.
44. Dennis, *Supra*, note 23.
45. *Id.*
46. *Id.*
47. See, City of Dallas, *Supra*, note 11.
48. *Id.*
49. *Id.*
50. *Id.*