

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)
_____ (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. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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 _____, 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.

_____ (Name of Local Government)

By _____ Date _____

Authorized Signature

Printed Name and Title

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 _____

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 217.

Payments shall be submitted to the following address:

Texas Department of Motor Vehicles
IT Services Division, Data Support Services
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

Any contractual or administrative disputes regarding the contract will be resolved pursuant to Texas Government Code Chapter 2001.

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. Upon termination of this contract any remaining funds in either a "Pay on Demand" account or a "Prepaid Account" as described in Attachment B shall be refunded to the Local Government following settlement of any outstanding processing fees.

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 ____ day of _____, the _____ City/Town Council passed Ordinance No. _____, 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 IT Services Division, Data Support Services at VTR_SCOFFLAW@txdmv.gov

ATTACHMENT F

ACCOUNT INFORMATION

IT SERVICES DIVISION 4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007 PLEASE PRINT OR TYPE		Contract Number
Type of Account Requested: _____ "Prepaid" Account _____ "Pay On Request" Account		
DATE:	ATTN: (Name and Telephone Number of Person Responsible For Account)	
ACCOUNT NAME:		
BILLING ADDRESS:		
ATTENTION: (Name and Mailing Address of the Person Responsible for Sending and Receiving Files.)		
MAILING ADDRESS:		
E-MAIL ADDRESS: (For Contact Purposes By E-mail)		
BUSINESS TELEPHONE NUMBER:	BUSINESS FAX NUMBER:	
<i>For Department Use Only</i>		
Escrow Amount		
Date Agreement Signed _____		
<u>Account Terminated/Canceled</u>		
Non-Payment	User Request	Account Number
