

STATE OF TEXAS
COUNTY OF TRAVIS

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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)
City of Killeen (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 **TxDmv**, or when otherwise terminated as provided in **Attachment C**, Article 5 of this contract.

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.

Each party certifies that its governing body authorized this contract.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Contact Information for Technical Assistance, and **Attachment E**, Account Information.

TEXAS DEPARTMENT OF MOTOR VEHICLES

Signature

Annette Quintero

Printed Name

Director, Vehicle Titles and Registration Division

Title

Date

City of Killeen

INITIAL HERE

mjs

Signature

Printed Name

Assistant City Manager

Title

Date

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

Local Government must:

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 E**), and establish an account prior to submitting inquiries.

ATTACHMENT B

Budget

Fees for file submission and transactions must be submitted to **TxDMV** in accordance with 43 Texas Administrative Code Sections 217.123 and 217.124.

Payments must 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 deposit of at least \$500.00 must be provided to TxDMV for placement in a non interest-bearing-account. This deposit is to cover estimated service use. Payment of the deposit must be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract.

The deposit must be paid before the Local Government submits a probe (inquiry) or a request for placement or removal of a flag from motor vehicle records.

If the balance in the account falls below the \$350.00 minimum balance, **TxDMV** may suspend processing probes, or placing or removing "flags" from motor vehicle records for the Local Government until a deposit is made by the Local Government, in an amount sufficient to increase the balance in the account to the \$350.00 minimum balance.

- A. If the Local Government chooses to establish a "Pay on Request" account, the applicable payment of fees must be made each time a request to probe (search/inquiry) or to place or remove "flags" from motor vehicle records is submitted to **TxDMV**.
- B. As an alternative, if the Local Government chooses to establish an escrow "Prepaid Account", **TxDMV** will establish an account in the name of the Local Government. Charges will be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as provided below.

The \$500.00 minimum balance 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.

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 Contracts

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract will prevail.

Article 3. Disputes

TxDMV will resolve any contractual or administrative issues regarding this contract.

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 Request" account or a "Prepaid Account" as described in **Attachment B** will 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 must comply with all applicable laws regarding the performance under this contract.

Article 9. Signatory Warranty

Each signatory warrants that the signatory has the necessary authority to execute this contract on behalf of the entity represented.

Article 10. Notices

The parties will email each other for any notice requirements under this contract. Either of the parties may change its email address or designated individual to receive notices by giving the other party written notice, specifying the new address or individual, and the date upon which the change will become effective.

If to TxDMV:

IT Services Division, Data Support Services
Email: VTR_Scofflaw@txdmv.gov

If to the Local Government:

Contact Name: Sandra Rodriguez, Court Administrator

Email: srodriguez@killeentexas.gov

ATTACHMENT D

Technical assistance regarding probes, placing and removing "flags" in motor vehicle records, and requests for information regarding payments for your account may be obtained by contacting the IT Services Division, Data Support Services at VTR_Scofflaw@txdmv.gov.

ACCOUNT INFORMATION

GENERAL INFORMATION: Please read carefully, incorrect forms will be returned.

Accounts are "**Prepaid**". Funds must be available in your account to cover the cost of the Scofflaw remarks file request. Fees are in accordance with Texas Administrative Code, §217.124, and are \$23 per computer run + \$0.12 per record.

IMPORTANT NOTE: The third party contacts provided herein, if applicable, are authorized to communicate with TxDMV staff with *questions* regarding the account/billing ONLY. **CHANGES** to any information provided must come from the contracted entity directly. Change requests from any persons outside of the contracted entity will be *denied*.

ACCOUNT INFORMATION: PLEASE READ!! Information below MUST be from the contracted entity ONLY

ACCOUNT NAME:	City of Killeen	
MAILING ADDRESS:	100 E. Avenue D Suite 1, Killeen, Texas 76541	
ACCOUNT CONTACT:	Sandra Rodriguez	254-501-7888
	Full Name (required)	Phone Number
BILLING CONTACT:	Sandra Rodriguez	254-501-7888
	Full Name (required)	Phone Number
TECHNICAL CONTACT:		
	Full Name (required)	Phone Number

BILLING EMAIL ADDRESS(s): For Account Balance statements and Additional Funds Requests

	Sheyanne.cole@mvalaw.com
For contracted entity, <u>required</u>	For third party representative, <u>optional</u>
Additional email address, <u>optional</u>	

PERSON(S) RESPONSIBLE FOR SENDING FILES AND RECEIVING OUTPUT FILES

NOTE: The EMAIL address(s) provided shall not be a "do not reply" email address. The email account must be enabled to receive REPLY emails.

srodriguez@killeentexas.gov EMAIL ADDRESS for contracted entity, <u>required</u>	☐ Check box if same email address as above
Sheyanne.cole@mvalaw.com EMAIL ADDRESS for third party representative, <u>optional</u>	☒ Check box if same email address as above
Additional email address, <u>optional</u>	☐ Check box if same email address as above

For Department Use Only

Contract Signed: _____	<u>Contract/Account Terminated</u> ☐ Non-Payment ☐ Expired/Non-Renewal ☐ Entity Request ☐ Statutory Change
Escrow Amount: \$ _____	
Signed By: <u>Annette Quintero</u>	
Account Number: _____	