

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF KILLEEN, TEXAS
AND
McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**

I. PARTIES

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the **CITY OF KILLEEN, TEXAS** acting herein by and through its governing body, hereinafter styled, "**City**" and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

II. PURPOSE

To clearly identify the roles and responsibilities of each party required for MVBA to assist with the City's participation in the Scofflaw Program or Vehicle Registration Denial Program, as outlined in the Texas Transportation Code Sec. 702.003 (commonly known as the Scofflaw Program).

III. SCOPE OF WORK

The City has contracted with MVBA for the collection of delinquent municipal court fines and fees. To further enhance their efforts, MVBA will assist the City with the implementation of the Scofflaw Program. This program allows a City to submit data to the Technology Support Branch (TSB) of the Texas Department of Motor Vehicles (DMV) relating to defendants who have outstanding warrants after failing to appear or failing to pay a fine on a traffic citation. Once the Scofflaw code is placed on the defendant's vehicle registration by the DMV a renewal of registration will not be permitted until the case is resolved.

IT IS UNDERSTOOD AND AGREED THAT:

THE CITY AGREES TO enter into the necessary contract with the DMV. The City will timely provide delinquent cases to MVBA on which warrants have been issued and provide the necessary updates to MVBA to allow for the removal of the appropriate registration codes.

MVBA AGREES TO conduct the Scofflaw program on behalf of the City as part of the delinquent collection process. MVBA will provide the funds necessary to post the required bond with DMV and pay all costs associated with the file submissions required for inquiry, flagging and clearances. MVBA will timely submit the appropriate files to DMV to match the defendant and the appropriate vehicle, to code the appropriate registration record and to clear the appropriate records. This information will be available to the court upon request.

IV. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this agreement begins on the date of execution by both parties below and will remain in force for the duration of the Contract for the Collection of Delinquent Municipal Court Fines and Fees executed the 11th day of March, 2025.

V. SIGNATURES

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this Memorandum of Understanding.

This Memorandum of Understanding may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2025.

CITY OF KILLEEN, TEXAS

Judith Tangalin Digitally signed by Judith Tangalin
Date: 2025.11.06 15:08:35 -06'00'

Judith Tangalin, Executive Director of Finance

McCREARY, VESELKA, BRAGG & ALLEN, P.C.

Matthew Tepper
Attorney at Law