

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 must 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.

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

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.

\_\_\_\_\_ (Name of Local Government)

By \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Printed Name and Title

**FOR TxDMV**

By \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Printed Name and Title

## 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 1<sup>st</sup> 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](mailto:VTR_SCOFFLAW@txdmv.gov)

#### If to the Local Government:

\_\_\_\_\_ (Insert name of contact)

Email: \_\_\_\_\_ (Insert email address for contact)

## ATTACHMENT D

### Contact Information for Technical Assistance

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](mailto:VTR_SCOFFLAW@txdmv.gov).

ATTACHMENT E

Account Information

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