

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF BRYAN, 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 BRYAN, 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. MVBA will provide the City with the information concerning the successful submissions to DMV. This information will be available on the Court’s Web Access or in a list submitted to the City.

**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 2<sup>nd</sup> day of October, 2007.

**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. 2024.

**CITY OF BRYAN, TEXAS**

\_\_\_\_\_,  
City Manager

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

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Matthew Tepper  
Attorney at Law