RESOLUTION NO. R-2012-25

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF TYLER AND THE TEXAS DEPARTMENT OF TRANSPORTATION/DEPARTMENT OF MOTOR VEHICLES RELATING TO MOTOR VEHICLE REGISTRATION REFUSAL PURSUANT TO SECTION 702.003 OF THE TEXAS TRANSPORTATION CODE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1. That the City Manager is hereby authorized to enter into an interlocal agreement between the City of Tyler and the Texas Department of Transportation/department of Motor Vehicles, more specifically described as the "Scofflaw Services Contract for Marking Texas Motor Vehicle Registration Records," relating to the collection of outstanding monies owed to the City of Tyler for unpaid moving traffic violations.

PART 2. That the Interlocal Agreement attached as Exhibit A between the City of Tyler, Texas and the Texas Department of Transportation/Department of Motor Vehicles relating to Motor Vehicle Registration Refusal Pursuant to Section 702.003 of the Texas Transportation Code and this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED, APPROVED and ADOPTED this 12th day of September, 2012.

_____
BARBARA BASS, MAYOR
OF THE CITY OF TYLER, TEXAS

ATTEST: APPROVED:

_____   _____
CASSANDRA BRAGER, CITY CLERK   GARY C LANDERS, CITY ATTORNEY

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)

City of Tyler   (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.

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.

CITY OF TYLER _____ (Name of Local Government)

By _____ Date _____

    AUTHORIZED SIGNATURE
    Mark Mc Daniel
    TYPED OR PRINTED NAME AND TITLE

Title _City Manager_

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 _____

    Randy Elliston
    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 207.

Payments shall be submitted to the following address:

> Texas Department of Motor Vehicles
> Administrative Services Division
> 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
TxDMV will be responsible for the settlement of all contractual and administrative issues.

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.

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 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 Administrative Services Division, Technology Support Branch, at (512) 465-7590 or (512) 465-7950 (Monday through Friday 8:00 AM - 5:00 PM).

ATTACHMENT F

ACCOUNT INFORMATION

ADMINISTRATIVE SERVICES DIVISION **4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007** **PLEASE PRINT OR TYPE**	**Contract Number** For Department Use Only

Type of Account Requested:	
_____ "Prepaid" Account	✓ "Pay On Request" Account

DATE: 08/21/2012	**ATTN:** *(Name and Telephone Number of Person Responsible For Account)* Nicole Johnson 903-595-7121

ACCOUNT NAME: Tyler Municipal Court

BILLING ADDRESS:
P.O.Box 895
Tyler, TX. 75710

ATTENTION: *(Name and Mailing Address of the Person Responsible for Sending and Receiving Files.)*

MAILING ADDRESS: Cam McCabe
P.O.Box 895
Tyler, TX 75710

E-MAIL ADDRESS: *(For Contact Purposes By E-mail)*
Cmccabe@tylertexas.com

BUSINESS TELEPHONE NUMBER: 903-531-1265	**BUSINESS FAX NUMBER:** 903-531-1369

For Department Use Only	
Escrow Amount	_____
Date Agreement Signed	_____

<u>Account Terminated/Canceled</u>

Non-Payment	**User Request**	**Account Number**
_____	_____	_____