STATE OF TEXAS §

COUNTY OF TRAVIS §

<div align="center">

INTERLOCAL AGREEMENT

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THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles   (TxDMV)

County of Webb

(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 502.185 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, **Attachment F**, Account Information and **Attachment G**, County Scofflaw Input File Requirements.

County of Webb   (Name of Local Government)

By _____   Date _____
        AUTHORIZED SIGNATURE
        Tano E. Tijerina

        TYPED OR PRINTED NAME AND TITLE
Title   _Webb County Judge_

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 _____
        Director, Vehicle Title and Registration Division
        Texas Department of Motor Vehicles

Scope of Services

TxDMV will:

1. Place "flags" on vehicle records based on submission data received from Local Government containing "flag" request codes.

   A flagged record will cause:

   A. A "scofflaw" remark will be displayed on inquiry devices as part of the vehicle record when an inquiry is made on a "flagged" record.

   B. The Registration renewal notices to be printed with a "scofflaw" remark so the Local Government may deny registration.

2. Remove "flags" from vehicle records based on submission data received from Local Government "clear" request codes.

3. Provide a report to Local Government showing successful "flag" and "clear" counts and errors after completion of the computer run.

4. Return to Local Government bad or corrupted data with no further action by TxDMV.

Local Government shall:

1. Provide CD-ROMs or e-mail attachments in accordance to TxDMV specifications (see attachment G), to TxDMV, for computer runs for flagging of vehicle records ("flag") and removal of flags ("clear"). CD-ROMs shall be labeled externally with the type of run to be made ("flag" and/or "clear") and the number of logical records.

2. Provide information contained on CD-ROMs or e-mail attachments with the county number, vehicle identification number (VIN), registration plate number, and "flag" or "clear" code.

3. Submit CD-ROMs or e-mail attachments to TxDMV from a single source within the Local Government, as approved by the commissioner's court.

4. Understand that submission of CD-ROMs or e-mail attachments to TxDMV constitutes a certification that the Local Government has notified owners of vehicles whose records appear on the CD-ROMs or e-mail attachments that past due fines, fees, or taxes are owed to the Local Government.

5. Submit an application to establish the method of payment (see Attachment F), and establish an account prior to submitting requests for flagging of vehicle records.

6. Comply to and in accordance with Texas Transportation Code Title 7, Subtitle A, Chapter 520, Section 520.023, in which the Local Government shall honor the vehicle transfer notice. If a date exists in the "vehsolddate" (Vehicle Sold Date) field, a transfer notice has been submitted; therefore the registered owner on this record is no longer subject to civil and criminal liability on and after the vehicle sold date.

ATTACHMENT B

Budget

Fees for file submission and transactions shall be submitted to TxDMV in accordance with 43 TAC Chapter 207.

Payments should be made 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 submit their input file via CD-ROM, the attached "Account Information" form must be completed. The applicable payment shall be made each time a request to place or remove "flags" from motor vehicle records are submitted to TxDMV ("Pay Upon Request Account").

B.   As an alternative, if the Local Government chooses to send their input file as an e-mail attachment, the attached "Account Information" form must be completed. The Local Government shall establish a non-interest bearing escrow account ("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 <u>at least $500.00</u> must be <u>maintained</u> 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 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. When it becomes necessary to increase the Local Government's escrow account minimum balance, as determined by TxDMV, the Local Government agrees to pay the sum in increments of $500.00. This additional funding is payable within fifteen (15) days from receipt of notification from TxDMV.

TxDMV will provide a statement to the Local Government which indicates the remaining balance in the Local Government's escrow account.

If the balance in the non-interest bearing escrow account falls below the $500.00 minimum balance, TxDMV may suspend 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.

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 shall 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 D

Resolution or Ordinance

On the _____ day of _____, 20 _____, the _____**Webb**_____ County Commissioner's Court passed Resolution No. _____, hereinafter identified by reference, authorizing the County's participation in the Program.

ATTACHMENT E

Contact Information

Technical assistance regarding the 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).

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:

_____X_____ "Prepaid" Account   _____ "Pay On Request" Account

DATE:	**ATTN:** *(Name and Telephone Number of Person Responsible For Account)*
ACCOUNT NAME:	
BILLING ADDRESS:	

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

MAILING ADDRESS:

E-MAIL ADDRESS: *(For Output File Returns By E-mail)*

BUSINESS TELEPHONE NUMBER:	**BUSINESS FAX NUMBER:**

For Department Use Only

Escrow Amount

Date Agreement Signed   _____

Account Terminated/Canceled   *Account Number*

Non-Payment   *User Request*

_____

ATTACHMENT G

COUNTY SCOFFLAW INPUT
FILE REQUIREMENTS

There are two processes available within the RTS COUNTY SCOFFLAW processing program. The available processes are:

> "F" – Flag　　　　　　(set COUNTY SCOFFLAW data)
> "C" – Clear　　　　　　(lift COUNTY SCOFFLAW data)

The following input file format is required for both of the above two processes.

INPUT:			
OFCISSUANCENO	3 bytes	Position 1– 3	/*County Number
VIN	22 bytes	Position 4–25	/*Vehicle Identification Number
PLTNO	7 bytes	Position 26–32	/*License Plate Number
DOCNO	17 bytes	Position 33–49	/*Title Document Number (Not required, if unknown, leave blank)
CODE	1 byte	Position 50	/*F = Flag /*C = Clear
FILLER	30 bytes	Position 51–80	
TOTAL	**80 bytes**		

Note: Both "flag" and "clear" requests require OFCISSUANCENO (County Number), VIN (Vehicle Identification Number), PLTNO (Plate Number), and CODE ("Flag" or "Clear").