

RESOLUTION NO. 50-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES FOR THE PURPOSE OF MARKING TEXAS MOTOR VEHICLE REGISTRATION RECORDS AS IT PERTAINS TO THE SCOFFLAW PROGRAM.

WHEREAS, the City of Mesquite ("City") participates in a program to refuse vehicle registration to the owner(s) of a vehicle that has an outstanding traffic warrant known as the Scofflaw Program; and

WHEREAS, the City and the Texas Department of Motor Vehicles desire to enter into an interlocal agreement for the purpose of marking Texas Motor Vehicle Registration Records as it pertains to the Scofflaw Program; and

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the Texas Department of Motor Vehicles has requested a resolution from the City acknowledging and approving the interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

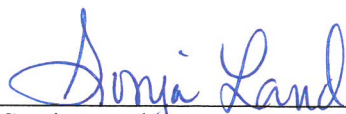
SECTION 1. That the City Manager is hereby authorized to execute an interlocal agreement between the City of Mesquite and the Texas Department of Motor Vehicles, attached hereto as Exhibit "A," for the purpose of marking Texas Motor Vehicle Registration Records as it pertains to the Scofflaw Program.

DULY RESOLVED by the City Council of the City of Mesquite, Texas on the 2nd day of November, 2015.



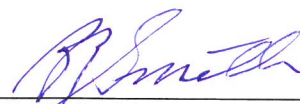
Stan Pickett
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED:



B.J. Smith
City Attorney

EXHIBIT "A"

Interlocal Agreement with the Texas Department of Motor Vehicles

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 Mesquite (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 Nov. 2, 2015, 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.

City of Mesquite (Name of Local Government)

By [Signature] Date 11-2-15
AUTHORIZED SIGNATURE

CINF Kehring
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 [Signature] Date 12/15/15
Director, Vehicle Title and Registration Division
Texas Department of Motor Vehicles

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 Mesquite (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 Nov. 2, 2015, 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 Mesquite (Name of Local Government)

By [Signature] Date 11-2-15

AUTHORIZED SIGNATURE
Cliff Kehaley

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 217.

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

Any contractual or administrative disputes regarding the contract will be resolved pursuant to Texas Government Code Chapter 2001.

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 Demand" account or a "Prepaid Account" as described in Attachment B shall 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 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 2nd day of November, 20 15, the Mesquite City/Town Council passed Resolution No. 50-2015, hereinafter identified by reference, authorizing the City's participation in the Program.

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 IT Services Division, Production Data Support at (512) 465-1311 or (512) 465-1314, (Monday through Friday 8:00 AM - 5:00 PM).

ATTACHMENT F

ACCOUNT INFORMATION

<p>ADMINISTRATIVE SERVICES DIVISION 4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007 PLEASE PRINT OR TYPE</p>		<p>Contract Number</p> <p>For Department Use Only</p>
<p>Type of Account Requested:</p> <p><u> X </u> "Prepaid" Account _____ "Pay On Request" Account</p>		
<p>DATE: 11-3-2015</p>	<p>ATTN: (Name and Telephone Number of Person Responsible For Account) SCOTT HILSON 623-207-2316</p>	
<p>ACCOUNT NAME:</p>	<p>MESQUITE ASP PHOTO REDLIGHT FLAGS</p>	
<p>BILLING ADDRESS:</p>	<p>REFLEX Traffic Systems, Inc 23751 N. 23RD AVE PHOENIX AZ 85085</p>	
<p>ATTENTION: (Name and Mailing Address of the Person Responsible for Sending and Receiving Files.)</p>	<p>THOMAS GRACA</p>	
<p>MAILING ADDRESS:</p>	<p>SAME AS BILLING</p>	
<p>E-MAIL ADDRESS: (For Contact Purposes By E-mail) T.GRACA @ REFLEX.COM</p>		
<p>BUSINESS TELEPHONE NUMBER: 623-207-2208</p>	<p>BUSINESS FAX NUMBER: 623-207-2050</p>	
<p style="text-align: center;"><i>For Department Use Only</i></p>		
<p>Escrow Amount</p>	<p>Date Agreement Signed _____</p>	
<p style="text-align: center;"><u>Account Terminated/Canceled</u></p>		
<p>Non-Payment</p>	<p>User Request</p>	<p>Account Number</p>