



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 11, 2018  
**AGENDA ITEM #5**

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Authorize the Executive Director to execute an Interlocal Agreement with the Texas Department of Motor Vehicles for the application of registration holds per the Mobility Authority's Habitual Violator Policy

Strategic Plan Relevance: Regional Mobility  
Department: Operations  
Contact: Tracie Brown, Director of Operations  
Associated Costs: None  
Funding Source: General Fund / Operations  
Action Requested: Consider and act on draft resolution

Summary:

In September 2018, the Board adopted a Habitual Violator Policy. Among other things, the habitual violator remedies include a vehicle registration block. In order to implement registration blocks, an interlocal agreement with the Texas Department of Motor Vehicles is required.

Under the proposed Interlocal Agreement, the Texas DMV will place and remove "flags" on vehicle records based on submission data received from Cofiroute USA, the Authority's Pay By Mail provider. The TxDMV will also remove "flags" from vehicle records based on submission data received from the vendor's request codes and provide a report showing successful "flag" and "clear" counts and errors. The term of the proposed Interlocal Agreement is five years. It may also be terminated by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. The cost for this service is covered by the assessed enhanced enforcement administrative fee approved by the Board at the September 26, 2018 Board Meeting.

Staff recommends approval of this resolution.

Backup Provided: Draft Board Resolution  
Proposed Interlocal Agreement with TxDMV

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 18-0XX**

**AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL  
AGREEMENT WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES FOR THE  
APPLICATION OF REGISTRATION HOLDS TO HABITUAL VIOLATORS**

WHEREAS, pursuant to Chapter 372, Texas Transportation Code, a toll project entity may adopt and exercise habitual violator remedies when enforcing toll violations committed by “habitual violators” as defined by Section 372.106; and

WHEREAS, by Resolution No. 18-049, dated September 26, 2018, the Board approved an amendment to the Mobility Authority Policy Code to include the additional level of habitual violator enforcement as prescribed by Chapter 372, Texas Transportation Code (the “Habitual Violator Policy”); and

WHEREAS, the Habitual Violator Policy includes the potential for implementing vehicle registration blocks through the Texas Department of Motor Vehicles (“TxDMV”); and

WHEREAS, the current TxDMV form for an Interlocal Agreement for the implementation of vehicle registration blocks for a term five years is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends that the Board authorize him to execute an Interlocal Agreement on behalf of the Mobility Authority for the implementation of vehicle registration blocks as described in the Habitual Violator Policy in the form provided by TxDMV at the time of execution.

NOW THEREFORE, BE IT RESOLVED that the Executive Director is hereby authorized to execute an Interlocal Agreement on behalf of the Mobility Authority for the implementation of vehicle registration blocks in the form provided by the Texas Department of Motor Vehicles at the time of execution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 11<sup>th</sup> day of December 2018.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

STATE OF TEXAS §

COUNTY OF TRAVIS §

**INTERLOCAL COOPERATION 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)

Central Texas Regional Mobility Authority (Toll Project Entity "TPE")

**II. PURPOSE:** Scofflaw Services contract for marking Texas Motor Vehicle Registration Records, and denying motor vehicle registration.

**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 TEXAS DEPARTMENT OF MOTOR VEHICLES** certifies that the services provided under this contract are services that are properly within its legal authority.

The parties further certify that this contract is to be performed in accordance within Sections 372.111 and 502.011 of the Texas Transportation Code.

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.

**FOR THE Central Texas Regional Mobility Authority (TOLL PROJECT ENTITY)**

By \_\_\_\_\_ Date \_\_\_\_\_

AUTHORIZED SIGNATURE

Mike Heiligenstein

TYPED OR PRINTED NAME AND TITLE

Title Executive Director

**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 \_\_\_\_\_

Jeremiah Kuntz

Director, Vehicle Titles and Registration Division

Texas Department of Motor Vehicles

**ATTACHMENT A**  
**Scope of Services**

TxDMV will:

1. Place “flags” on vehicle records based on submission data received from the TPE 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. Registration renewal notices to be printed with a "scofflaw" remark so the registration or re-registration of the vehicle may be denied.
2. Remove “flags” from vehicle records based on submission data received from TPE request codes.
3. Provide a report to the TPE showing successful "flag" and "clear" counts and errors after completion of the computer run.
4. Return to the TPE bad or corrupted data with no further action by TxDMV.

Toll Project Entity shall:

1. Provide information via secure ftp connection, or e-mail attachments, or through other method as directed by TxDMV (“data transmissions”) and in accordance with TxDMV specifications (see Attachment G) to TxDMV for computer runs for flagging of vehicle records ("flag") and removal of flags ("clear").
2. Provide information contained in “data transmissions” with the county number, vehicle identification number (VIN), registration plate number, and "flag" or "clear" code.
3. Submit “data transmissions” to TxDMV of a single source within the TPE.
4. Understand that submission of “data transmissions” to TxDMV constitutes a certification that the TPE has notified owners of vehicles whose records appear on the “data transmission” that past due tolls and fees are owed to the TPE.
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 with Transportation Code, Section 501.147, Vehicle Transfer Notification, by which the TPE shall honor a 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 217. All funds paid under this agreement must be paid from current revenues available to the TPE.

Payments shall be submitted to the following address:

Texas Department of Motor Vehicles  
IT Services Division , Data Support Services  
PO Box 5020  
Austin, TX 78763-5020

The TPE will submit its input file as an e-mail attachment, and the attached "Account Information" form must be completed. The TPE shall establish a non-interest bearing escrow account ("Prepaid Account") with TxDMV. Upon agreement between the TPE and TxDMV and payment of applicable fees as described below, TxDMV will establish an account in the name of the TPE. Charges shall be deducted from the escrow account until the balance of that account reaches the minimum required balance for the TPE, as determined by TxDMV and provided herein.

**A deposit of at least \$500 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 placing or removing "flags" from motor vehicle records for the TPE. 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 TPE. When it becomes necessary to increase the TPE's escrow account minimum balance, as determined by TxDMV, the TPE agrees to pay the sum in increments of \$500. This additional funding is payable within fifteen (15) days from receipt of notification from TxDMV.

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

If the balance in the non-interest bearing escrow account falls below the \$500 minimum balance, TxDMV may suspend placing or removing "flags" from motor vehicle records for the TPE until such time as a deposit is made by the TPE, in an amount sufficient to increase the balance in the escrow account to the \$500 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 D

### Resolution

On the 11th day of December 2018, the Central Texas Regional Mobility Authority Board of Directors passed Resolution No. \_\_\_\_\_, hereinafter identified by reference, authorizing the Toll Project Entity'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 IT Services Division, Data Support Services Branch at [VTR\\_Scofflaw@txdmv.gov](mailto:VTR_Scofflaw@txdmv.gov).

**ATTACHMENT F**

**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>  <hr/> For Department Use Only
<b>DATE:</b> October 1, 2018	<b>ATTN:</b> <i>(Name and Telephone Number of Person Responsible For Account)</i> Billy Blackman, CTRMA Toll Operations Manager, (512) 450-6293	
<b>ACCOUNT NAME:</b>	Central Texas Regional Mobility Authority (CTRMA)	
<b>BILLING ADDRESS:</b>  3300 North IH-35, Suite 300 Austin, Texas 78705		
<b>ATTENTION:</b> <i>(Name and Mailing Address of the Person Responsible for Sending and Receiving Files.)</i>  <b>MAILING ADDRESS:</b> Cofiroute USA Attention: Brandon Rich 14050 Summit Drive, Suite 113A Austin, Texas 78728		
<b>E-MAIL ADDRESS:</b> <i>(For Contact Purposes By E-mail)</i> brich@cofirouteusa.com		
<b>BUSINESS TELEPHONE NUMBER:</b> (949) 943-8521	<b>BUSINESS FAX NUMBER:</b> (949) 754-0199	
<i>For Department Use Only</i>		
<b>Escrow Amount</b> _____		
<b>Date Agreement Signed</b> _____		
<u><b>Account Terminated/Canceled</b></u>		
<b>Non-Payment</b>	<b>User Request</b>	<b>Account Number</b>
_____	_____	_____