

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

RESOLUTION NO. 25-028

**APPROVE AN INTERLOCAL AGREEMENT WITH
THE TEXAS DEPARTMENT OF MOTOR VEHICLES FOR THE APPLICATION OF
VEHICLE REGISTRATION BLOCKS TO HABITUAL VIOLATORS**

WHEREAS, by Resolution No. 18-063, dated December 11, 2018, the Board approved an interlocal agreement with the Texas Department of Motor Vehicles ("TxDMV") for the implementation of vehicle registration blocks pursuant to Section 372.111 of the Texas Transportation Code as part of the Mobility Authority's Habitual Violator Program; and

WHEREAS, the initial interlocal agreement with TxDMV has expired and a new interlocal agreement is required to continue implementing vehicle registration blocks as part of the Mobility Authority's Habitual Violator Program; and

WHEREAS, the current TxDMV form for an interlocal agreement for the implementation of vehicle registration blocks for a new five (5) year term is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement with TxDMV for the implementation of vehicle registration blocks in an amount not to exceed \$30,000 and in the form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board approves the interlocal agreement with the Texas Department of Motor Vehicles for the implementation of vehicle registration blocks in an amount not to exceed \$30,000, and the Executive Director is hereby authorized to execute the interlocal agreement in the form or substantially same form as attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of June 2025.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



Michael Doss
Secretary, Board of Directors

Exhibit A

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)
(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 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.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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 _____ day of _____, 2016, the _____
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.

ACCOUNT INFORMATION

GENERAL INFORMATION: Please read carefully, incorrect forms will be returned.

Accounts are "**Prepaid**". Funds must be available in your account to cover the cost of the Scofflaw remarks file request. Fees are in accordance with Texas Administrative Code, §217.124, and are \$23 per computer run + \$0.12 per record.

IMPORTANT NOTE: The third party contacts provided herein, if applicable, are authorized to communicate with TxDMV staff with *questions* regarding the account/billing ONLY. **CHANGES** to any information provided must come from the contracted entity directly. Change requests from any persons outside of the contracted entity will be *denied*.

ACCOUNT INFORMATION:**ACCOUNT NAME:****MAILING ADDRESS:****ENTITY PHONE NUMBER:****ACCOUNT CONTACT(S):**Full Name (for contracted entity, required) E-Mail Address

Full Name (may be for Third Party, optional) E-Mail Address

BILLING EMAIL ADDRESS(s): For Account Balance statements and Additional Funds RequestsFor contracted entity, requiredFor third party representative, optionalAdditional email address, optional**PERSON(S) RESPONSIBLE FOR SENDING FILES AND RECEIVING OUTPUT FILES**

NOTE: The EMAIL address(s) provided shall not be a "do not reply" email address. The email account must be enabled to receive REPLY emails.

EMAIL ADDRESS for contracted entity, required

Check box if same email address as above

EMAIL ADDRESS for third party representative, optional

Check box if same email address as above

Additional email address, optional

Check box if same email address as above

For Department Use Only**Contract Dates:****Escrow Amount: \$****Signed By:****Account Number:****Contract/Account Terminated**

Non-Payment

Expired/Non-Renewal

Entity Request

Statutory Change