

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY
FORM

DEPARTMENT: Municipal Courts

AGENDA DATE: Sept 17, 2019

CONTACT PERSONS/PHONE: Lilia Worrell, Municipal Court Clerk, 212-5822

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2: Set the Standard for Safe and Secure City

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

A resolution authorizing the City Manager to sign an updated Interlocal Scofflaw Agreement between the City and Texas Department of Motor Vehicles for marking Texas Motor Vehicle Registration records, authorized under **Texas Transportation Code 702.003**. The Texas Department of Motor Vehicles will flag vehicle plates and deny registrations when an individual has outstanding traffic warrants until the warrants are resolved. The interlocal had already been approved May 2019, but the State is requesting an updated agreement, removing a reference to the red light camera program.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The City will transmit vehicle registration information to TX DMV for vehicle owners in Texas who have outstanding arrest warrants issued by the El Paso Municipal Courts. If the vehicle registration information matches the information on the active warrant, TX DMV will flag the plates state-wide. The County Tax Assessor-Collector will then withhold the registration of plates that are flagged until the warrant has been resolved. The hold on the plate will then be removed and a clearance will be transmitted to TX DMV.

The cost of the agreement will be \$ 23.00 per file transmission plus 12 cents for each plate on the file, approximately \$ 300 - \$ 500 per month. A separate interlocal agreement is already in place between the County Tax Assessor-Collector's office and the City of El Paso.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, an interlocal agreement was approved on May 28, 2019 . Texas Department of Motor Vehicles has requested that a new agreement be signed due to the repeal of Transportation Code Section 707.017 (red light camera program) which was referenced to in the previous agreement. This new agreement will need to be renewed every 5 years.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Funds are budgeted in account:

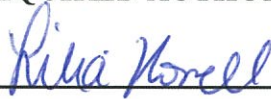
Fund: 1000 – General Fund
Dept ID 111 – Municipal Court
Division – 11030 Court case Management
Account: 202125 - Scofflaw

BOARD / COMMISSION ACTION:

None at this time.

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Interlocal Agreement by and between the City of El Paso and the Texas Department of Motor Vehicles (TxDMV) described as the "Scofflaw Services Contract for Marking Texas Motor Vehicle Registration Records" to allow the Municipal Clerk to transmit vehicle information regarding outstanding arrest warrants to the TxDMV for statewide flagging, which was amended due to recent legislation.

PASSED AND APPROVED THIS _____TH DAY OF _____, 2019.

THE CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

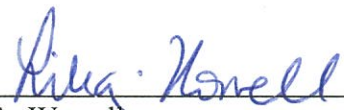
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Kristen Lynn Hamilton-Karam
Assistant City Attorney

APPROVED AS TO CONTENT:



Lilia A. Worrell
Director for Municipal Court

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 El Paso (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. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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 of the Texas Transportation Code.

The governing body, by resolution or ordinance, dated September 17, 2019, 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 El Paso

(Name of Local Government)

By

Date

Authorized Signature

Tomas Gonzalez, City Manager
Printed Name and Title**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 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

IT Services Division, Data

Support Services 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 17th day of Sep, the El Paso City/Town Council passed Ordinance

No. _____, 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, Data Support Services at VTR_SCOFFLAW@txdmv.gov

ATTACHMENT F

ACCOUNT INFORMATION

IT SERVICES DIVISION 4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007 PLEASE PRINT OR TYPE		Contract Number
Type of Account Requested: <input checked="" type="checkbox"/> "Prepaid" Account <input type="checkbox"/> "Pay On Request" Account		
DATE: Sep 17, 2019	ATTN: (Name and Telephone Number of Person Responsible For Account) Carmen Melgosa 915-212-5818	
ACCOUNT NAME:	City of El Paso - MC	
BILLING ADDRESS: El Paso Municipal Court 810 Overland El Paso, TX 79901		
ATTENTION: (Name and Mailing Address of the Person Responsible for Sending and Receiving Files.) Lilia Worrell 810 Overland El Paso, TX 79901		
MAILING ADDRESS: 810 Overland El Paso, TX 79901		
E-MAIL ADDRESS: (For Contact Purposes By E-mail) worrellia@elpasotexas.gov		
BUSINESS TELEPHONE NUMBER: 915-212-5822	BUSINESS FAX NUMBER: 915-212-0216	
<div style="text-align: center;">For Department Use Only</div> <div> <div>Escrow Amount</div> <div>Date Agreement Signed _____</div> <div><u>Account Terminated/Canceled</u></div> <div> <div>Non-Payment _____</div> <div>User Request</div> <div>Account Number</div> </div> </div>		