



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/26/10		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - 7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and Texas Department of Transportation ("TxDOT") for participation in the Scofflaw Program in accordance with Section 702.003 of the Texas Transportation Code for the collection of outstanding warrant fees; authorizing its execution by the City Manager or his designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
Request for an Interlocal Agreement between the City of Plano and Texas Department of Transportation for participation in the Scofflaw Program.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution Agreement				

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and Texas Department of Transportation (“TxDOT”) for participation in the Scofflaw Program in accordance with Section 702.003 of the Texas Transportation Code for the collection of outstanding warrant fees; authorizing its execution by the City Manager, or his designee; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform governmental functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas and TxDOT for participating in the Scofflaw Program, in accordance with Section 702.003 of the Texas Transportation Code (hereinafter “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, Transportation Code Section 702.003 allows a County Tax Assessor-Collector or the Texas Department of Motor Vehicles, upon receipt of information from a municipality, to refuse to register a motor vehicle if the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or his designee, shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager, or his designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this the 26th day of July, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

Section 702.003 of the Texas Transportation Code provides that a county tax assessor-collector or the Texas Department of Transportation (department) may refuse to register a motor vehicle, if the department receives under a city scofflaw contract information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law.

Section 707.017 of the Texas Transportation Code provides that a county tax assessor-collector or the Texas Department of Transportation may refuse to register a motor vehicle alleged to have been involved in a violation, if the owner of the vehicle is delinquent in the payment of a civil penalty imposed under this chapter.

A city may contract with the Texas Department of Transportation (TxDOT) to "flag" motor vehicle records of such vehicles. Although not a contractual requirement, TxDOT recommends that a city seek an agreement of cooperation with the county or counties in which they are located to confirm that they will agree to deny vehicle registration on their behalf.

In order to place or remove "flags" from motor vehicle records, a city must submit their input files to TxDOT on CD-ROMs or as an e-mail attachment. The input data must be formatted to TxDOT specifications as indicated in "City Scofflaw Input File Requirements", Attachment G of the contract. The cost to the city will be \$23.00 per computer run (file submission) plus \$.12 (twelve cents) for each transaction in the file. Payment must be remitted either at the time each file is submitted or, as an alternative, the city shall establish a non-interest bearing escrow account (see Attachment B, "Budget").

The attached contract outlines the conditions under which TxDOT will place and remove "flags" on motor vehicle records as provided for by Section 702.003 and Section 707.017 of the Transportation Code. The contract must be completed in full and signed by an authorized city official in the space provided. The contract constitutes the sole and only agreement between TxDOT and a participating municipality for the purpose of placing and removing "flags" on motor vehicle records.

Upon completion of the properly executed and unmodified contract, please return to:

Texas Department of Transportation
Vehicle Titles and Registration Division
Attention: Technology Support Branch
4000 Jackson Avenue
Austin, Texas 78731-6007

If you have any questions of a technical nature regarding the data processing or regarding the stipulations of the contract, please call the Technology Support Branch at (512) 467-5983 or (512) 465-7950.

Sincerely,

Rebecca Davio, Ph.D., Director
Vehicle Titles and Registration Division

THE STATE OF TEXAS §

THE 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 Transportation (TxDOT)
_____ (Local Government)

II. PURPOSE: Scofflaw Services contract for marking Texas Motor Vehicle Registration Records.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT 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 on _____ 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.

TxDOT 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 _____, 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**, City Scofflaw Input File Requirements.

_____ (Name of Local Government)

By _____ Date _____
AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title _____

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission 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 Transportation Commission.

By _____ Date _____
Rebecca Davio, Ph.D.
Director, Vehicle Titles and Registration Division
Texas Department of Transportation

ATTACHMENT A

Scope of Services

TxDOT 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.
2. Place "flags" on vehicle records based on data submissions received from Local Government containing "flag" request codes.

A flagged record will cause:

- A. A "scofflaw" remark to be displayed on inquiry devices and point-of-sale workstations as part of the vehicle record when an inquiry is made on a "flagged" record.
 - B. The printing of registration renewal notices with a "scofflaw" remark ("City Scofflaw: _____ (City Name)") so the Local Government may deny registration. Explanation on the back of the registration renewal notice form directs the registrant to the county tax office, or the municipal court in the indicated city.
3. 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 TxDOT via CD-ROMs or e-mail attachments in accordance with TxDOT specifications (see Attachment G) for computer run of initial probes (inquiry), flags (marking) of vehicle records and clears (removal) of flags.
2. Label CD-ROMs externally with the type of run to be made ("probe", "flag" and/or "clear") and the number of logical records. Note: Files containing probes must be exclusively probes. Files containing flags or clears can be exclusively flags or clears, or a combination of flags and clears.
3. Submit an application to establish the method of payment (see Attachment F), and establish account prior to submitting inquiries.

ATTACHMENT B

Budget

The Local Government shall pay to TxDOT the amount of \$23.00 per computer run (file submission) plus \$.12 (twelve cents) for each transaction (“probe”, “flag”, or “clear”) submitted to TxDOT.

Payments shall be made to the following address:

Texas Department of Transportation
Vehicle Titles and Registration 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, indicating that the Local Government wishes to establish a “Pay Upon Request” Account. The applicable payment shall be made each time a request to probe (search/inquiry), place or remove “flags” from motor vehicle records is submitted to TxDOT.
- B. As an alternative, if the Local Government chooses to send their input file as an e-mail attachment, the “Account Information” form must be completed, indicating that the Local Government wishes to establish a non-interest bearing escrow account (“Prepaid Account”) with TxDOT. Upon agreement between the Local Government and TxDOT and payment of applicable fees, as described below, TxDOT will establish an account in the name of the Local Government. Charges will be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as determined by TxDOT and provided herein.

A deposit of at least \$500.00 must be maintained in a non-interest bearing escrow account. This initial deposit is to cover estimated service use. The escrow account must be established with TxDOT 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 Transportation” 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. The Local Government may deposit additional funds into the escrow account in excess of the stated minimum balance. When it becomes necessary to increase the Local Government’s escrow account minimum balance, as determined by TxDOT, 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 TxDOT.

TxDOT will provide a statement to the Local Government which indicates the remaining balance in the Local Government’s escrow account. A statement will be provided by TxDOT 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, TxDOT will 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

TxDOT shall 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 TxDOT under this contract shall be owned by TxDOT.

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 TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

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. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. 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 _____ City Council passed Resolution 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 Vehicle Titles and Registration Division, Technology Support Branch, at (512) 467-5983 or (512) 465-7950 (Monday through Friday 8:00 AM - 5:00 PM).

ATTACHMENT F

ACCOUNT INFORMATION

VEHICLE TITLES AND REGISTRATION DIVISION 4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007 PLEASE PRINT OR TYPE		Contract Number <hr/> For Department Use Only
Type of Account Requested: _____ "Prepaid" Account _____ "Pay Upon Request" Account		
DATE:	ATTN: <i>(Name and Telephone Number of Person Responsible For Account)</i>	
ACCOUNT NAME:		
BILLING ADDRESS:		
ATTENTION: <i>(Name and Mailing Address of the Person Responsible for Sending and Receiving Files.)</i>		
MAILING ADDRESS:		
E-MAIL ADDRESS: <i>(For Output File Returns By E-mail)</i>		
BUSINESS TELEPHONE NUMBER:	BUSINESS FAX NUMBER:	
<i>For Department Use Only</i>		
Escrow Amount	_____	
Date Agreement Signed	_____	
<u>Account Terminated/Canceled</u>		Account Number
Non-Payment	User Request	
_____	_____	_____

ATTACHMENT G

CITY SCOFFLAW INPUT FILE REQUIREMENTS

1. There are three (3) processes available within the RTS CITY SCOFFLAW processing program. The available processes are as follows:
 - A. 'P' – PROBE (inquiry)
 - B. 'F' – FLAG (set CITY SCOFFLAW data)
 - C. 'C' - CLEAR (lift CITY SCOFFLAW data)
2. The following input file format is required to process any of the three (3) options available with the RTS CITY SCOFFLAW process:

INPUT:			
REG-YR	4 bytes	Position 1-4	/*License Registration Year
PLTNO	7 bytes	Position 5-11	/*License Plate Number
DOCNO	17 bytes	Position 12-28	/*Document Number
FILLER	51 bytes	Position 29-79	/*City Optional Data (Data is returned on output file)
CODE	1 byte	Position 80	/*P=Probe (inquiry) /*F=Flag (set SCOFFLAW) /*C=Clear (lift SCOFFLAW)
TOTAL	80 bytes		

NOTE: A 'P'robe request requires REG-YR (Registration Year), PLTNO (License Plate Number) and CODE. All other information is optional.

Both 'F'lag or 'C'lear requests require DOCNO (Document Number) and CODE. All other information is optional.