

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

**AGENDA DATE:** May 21, 2024

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Lilia Worrell (915) 212-5822  
Annabelle Casas 915-212-5205

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** 2 – Set the Standard for a Safe and Secure City

**SUBJECT:**

A resolution authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso ("City") and the Texas Department of Motor Vehicles ("TxDMV") described as the Scofflaw Services Contract to allow the Municipal Court to transmit vehicle information regarding outstanding arrest warrants to the Texas Department of Motor Vehicles for statewide flagging and holds.

**BACKGROUND / DISCUSSION:**

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.

\*This service contract is with the Texas Department of Motor Vehicles (TxDMV), not the Texas Department of Public Safety\*

**PRIOR COUNCIL ACTION:**

February 24, 2004; May 28, 2019; Updated Agreement: Approved September 17, 2019

**AMOUNT AND SOURCE OF FUNDING:**

The cost of the agreement will be \$ 23.00 per file transmission plus 12 cents for each plate on the file, approximately \$ 350 - \$ 500 per month. The department's general fund budget pays for this contract.

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?   X   YES    NO**

**PRIMARY DEPARTMENT:** Municipal Court

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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Lilia Worrell, Municipal Court

## RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and the Texas Department of Motor Vehicles ("TxDMV") described as the Scofflaw Services Contract to mark Texas Motor Vehicle Registration Records in the City of El Paso, El Paso County, Texas.

**APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

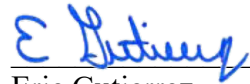
### THE CITY OF EL PASO

\_\_\_\_\_  
Oscar Lesser  
Mayor

### ATTEST:

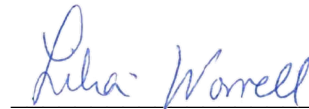
\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:



Eric Gutierrez  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:



Lilia Worrell, Director  
Municipal Court

STATE OF TEXAS  
COUNTY OF TRAVIS

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## 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)
<u>CITY OF EL PASO, TEXAS</u>	(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 TxDMV, or when otherwise terminated as provided in **Attachment C**, Article 5 of this contract.

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.

Each party certifies that its governing body authorized this contract.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Contact Information for Technical Assistance, and **Attachment E**, Account Information.

### TEXAS DEPARTMENT OF MOTOR VEHICLES

Signature

Roland D. Luna Sr

Printed Name

Executive Deputy Director

Title

Date

### CITY OF EL PASO, TEXAS

Signature

Printed Name

Title

Date

**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.
2. Place "flags" on vehicle records based on data submissions received from the Local Government containing "flag" request codes.
3. Remove "flags" from vehicle records based on data submissions received from the Local Government containing "clear" request codes.

**Local Government must:**

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 E**), and establish an account prior to submitting inquiries.

## ATTACHMENT B

### Budget

Fees for file submission and transactions must be submitted to **TxDMV** in accordance with 43 Texas Administrative Code Sections 217.123 and 217.124.

Payments must 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 deposit of at least \$500.00 must be provided to TxDMV for placement in a non-interest-bearing-account.** This deposit is to cover estimated service use. Payment of the deposit must be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract.

The deposit must be paid before the Local Government submits a probe (inquiry) or a request for placement or removal of a flag from motor vehicle records.

If the balance in the account falls below the \$350.00 minimum balance, **TxDMV** may suspend processing probes, or placing or removing "flags" from motor vehicle records for the Local Government until a deposit is made by the Local Government, in an amount sufficient to increase the balance in the account to the \$350.00 minimum balance.

- A. If the Local Government chooses to establish a "Pay on Request" account, the applicable payment of fees must be made each time a request to probe (search/inquiry) or to place or remove "flags" from motor vehicle records is submitted to **TxDMV**.
- B. As an alternative, if the Local Government chooses to establish an escrow "Prepaid Account", **TxDMV** 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 provided below.

The \$500.00 minimum balance 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.

**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 Contracts**

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract will prevail.

**Article 3. Disputes**

**TxDMV** will resolve any contractual or administrative issues regarding this contract.

**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 Request" account or a "Prepaid Account" as described in **Attachment B** will 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 must comply with all applicable laws regarding the performance under this contract.

**Article 9. Signatory Warranty**

Each signatory warrants that the signatory has the necessary authority to execute this contract on behalf of the entity represented.

**Article 10. Notices**

The parties will email each other for any notice requirements under this contract. Either of the parties may change its email address or designated individual to receive notices by giving the other party written notice, specifying the new address or individual, and the date upon which the change will become effective.

**If to TxDMV:**

IT Services Division, Data Support Services  
Email: [VTR\\_Scofflaw@txdmv.gov](mailto:VTR_Scofflaw@txdmv.gov)

**If to the Local Government:**

Contact Name:

Email:

## ATTACHMENT D

Technical assistance regarding probes, placing and removing "flags" in motor vehicle records, and requests for information regarding payments for your account may be obtained by contacting the IT Services Division, Data Support Services at [VTR\\_Scofflaw@txdmv.gov](mailto:VTR_Scofflaw@txdmv.gov).



# ATTACHMENT E

## ACCOUNT INFORMATION

<b>ADMINISTRATIVE 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>Type of Account Requested:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <input checked="checked" type="checkbox"/> <b>"Prepaid" Account</b> </div> <div style="text-align: center;"> <input type="checkbox"/> <b>"Pay On Request" Account</b> </div> </div>	
<b>DATE:</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span> <b>ATTN:</b> <i>(Name and Telephone Number of Person Responsible For Account)</i> <span style="border: 1px solid black; display: inline-block; width: 300px; height: 20px;"></span>	
<b>ACCOUNT NAME:</b> <span style="border: 1px solid black; display: inline-block; width: 300px; height: 20px; vertical-align: middle;">City of El Paso, Texas</span>	
<b>BILLING ADDRESS:</b> <span style="border: 1px solid black; display: inline-block; width: 100%; height: 50px;"></span>	
<b>ATTENTION:</b> <i>(Name and Mailing Address of the Person Responsible for Sending and Receiving Files.)</i> <span style="border: 1px solid black; display: inline-block; width: 100%; height: 20px;"></span>	
<b>MAILING ADDRESS:</b> <span style="border: 1px solid black; display: inline-block; width: 100%; height: 50px;"></span>	
<b>E-MAIL ADDRESS:</b> <i>(For Output File Returns By E-mail)</i> <span style="border: 1px solid black; display: inline-block; width: 100%; height: 20px;"></span>	
<b>BUSINESS TELEPHONE NUMBER:</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>	<b>BUSINESS FAX NUMBER:</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>
<b>For Department Use Only</b>  <b>Escrow Amount</b> _____  <b>Date Agreement Signed</b>  <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <u><b>Account Terminated/Canceled</b></u>  <b>Non-Payment</b>      <b>User Request</b> </div> <div style="text-align: right;"> <b>Account Number</b> </div> </div>	