

STATE OF TEXAS §

COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

for Provision of Equipment and Consumables

THIS CONTRACT is made by and between the State of Texas, acting by and through the Texas Department of Motor Vehicles, hereinafter called the "department" or "TxDMV," and the County of Upshur, Texas, acting by and through its duly authorized officials, hereinafter called the "county."

WITNESSETH

WHEREAS, the department is statutorily responsible for administering motor vehicle titles and registrations pursuant to Texas Transportation Code Chapters 501, 502, 504 and 520; and

WHEREAS, the county tax assessor-collector acts as agent for the department in the administration of motor vehicle titles and registration; and

WHEREAS, Texas Transportation Code §501.023 provides that to obtain a vehicle title an owner must apply to the county tax assessor-collector; and

WHEREAS, Texas Transportation Code §502.040 provides that an application for vehicle registration is made through the county tax assessor-collector; and

WHEREAS, the department maintains an automated system for the uniform administering of motor vehicle titles and registration, hereinafter identified as the automated registration and title system (RTS); and

WHEREAS, equipment is necessary for the processing of motor vehicle titles and registration; and

WHEREAS, the department and the county desire that equipment procured by the department, hereinafter identified as the "equipment," be installed and operated at location(s) under the jurisdiction of the county; and

WHEREAS, associated policies and procedures for the county use of the equipment are found in the department's County Equipment Guide and in Title 43, Texas Administrative Code (TAC), Sections 217.71-.74; and

WHEREAS, the department will furnish the equipment to the county provided the county agrees to adhere and comply with the County Equipment Guide and the requirements established in this agreement; and

WHEREAS, the department provides the county with certain consumable materials that are integral to the administration of motor vehicle titles and registrations, including disabled placards, cardboard tags, forms, license plates, registration sticker paper, toner cartridges, registration receipt paper, department ad campaign supplies, and other materials (hereinafter referred to as "consumables"); and

WHEREAS, the department and the county are authorized to enter into interlocal contracts or agreements under the authority of Texas Government Code, Chapter 791; and

WHEREAS, on the 15 day of JULY, 2019, the Upshur County Commissioners Court Order or Resolution No. _____, attached and identified as "Attachment C," authorizing the county's execution of this agreement.

FILED
TERRI ROSS
COUNTY CLERK
2019 AUG 30 AM 10:51
UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles (TxDMV or department)
Upshur (County)

II. PURPOSE: Provision of Equipment and Consumables to counties to administer motor vehicle title and registration transactions.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDMV and the county will perform statutorily required functions related to administering titles and registrations of motor vehicles as described in Attachment A, Scope of Services.

IV. CONTRACT PAYMENT: 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 six years from the date this contract is executed by the state, or when otherwise terminated as provided in Attachment B, Article 4 of this Agreement.

VI. CONTINUING CONTRACT OBLIGATIONS: The obligations and requirements of this contract are not affected by a change in personnel at the county or at the department, including a change in elected or appointed officials.

VII. 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.

The County Commissioners Court, by resolution or ordinance dated July 15, 2019 has authorized the county to obtain and provide the services described in Attachment A.

This contract incorporates the provisions of Attachment A, Scope of Services, Attachment B, General Terms and Conditions, Attachment C, Resolution or Ordinance, Attachment D, RTS Workstation Lease Agreement, Attachment E, Designation of Equipment Custodian, Attachment F, County Equipment List.

FOR THE COUNTY

Upshur (Name of County)

By [Signature] Date 7-15-2019

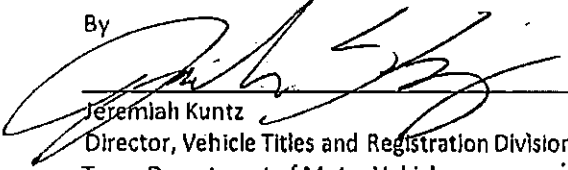
Typed or Printed Title and Name

County Judge LOUIS TEFTECKER

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 approved and authorized by the Texas Department of Motor Vehicles Board.

By



Jeremiah Kuntz
Director, Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

Date

8/8/19

ATTACHMENT A

Scope of Services

The department will continue to provide equipment, consumables, and support to the county to facilitate the county in administering motor vehicle title and registration transactions, under the following conditions:

The department shall:

1. Provide workstations and equipment in accordance with guidelines set forth in the County Equipment Guide. On an annual basis, the department will provide the county a list of the equipment then assigned to the county. Attachment F, County Equipment List, will be renewed as according to the County Equipment Guide, and will become part of this agreement. The department retains full and complete ownership of the equipment and nothing in this agreement shall grant to the county, its officers, employees, or contractors, ownership in the equipment;
2. Maintain all the hardware and software necessary to support the equipment at approved county tax assessor-collector office locations;
3. Provide the county with the opportunity to lease additional workstations at county expense. A copy of the lease agreement is incorporated into this agreement and is found in Attachment D. Leased workstations are the property of the department;
4. Determine the county's annual needs of VTR-500-RTS paper and toner cartridges, based on historical use, as described in the County Equipment Guide. VTR-500-RTS paper and toner cartridges in excess of the department's determination are available at county expense;
5. Provide basic web-based training for county staff on the processing of title and registration transactions. Additional instruction, training, webinars and user guides may be provided as system adjustments and enhancements are made; and
6. Provide online access to department registration and title manuals.

The county shall:

1. Designate a person employed by the county to serve as the primary equipment custodian, whose responsibility it is to track equipment received by the county pursuant to this agreement. The county will designate the primary equipment custodian in Attachment E of this agreement, and may designate secondary equipment custodians if needed for multiple sites. The primary equipment custodian, in addition to the county itself, is responsible for ensuring compliance with the County Equipment Guide, which is adopted by reference to this agreement. If the County Equipment Guide is updated by the department, the primary equipment custodian must ensure that appropriate county personnel are informed of the update. The primary equipment custodian is also responsible for preparing the county for periodic equipment refreshes. Should the primary or secondary custodians cease employment with the county, the county shall appoint new custodians and update Attachment E.
2. Report lost or stolen equipment to the department within 48 hours of discovery, as provided by the County Equipment Guide. A copy of any resulting police report shall be provided to the department within five business days;

3. Reimburse the department for the replacement cost of lost, stolen or damaged (not due to natural disaster) equipment. The department will invoice the county in accordance with the County Equipment Guide;
4. Not dispose of, transfer, resell, or designate as surplus any of the equipment or consumables provided through this agreement;
5. Process transactions in compliance with the Transportation Code and the department's title and registration manuals and related bulletins;
6. Turn in defective consumables for replacement to the department's local regional service center to which the county is assigned;
7. Ensure all county personnel (or those acting on its behalf) are adequately trained to administer motor vehicle title and registration transactions on behalf of the department;
8. Provide all personnel who use department workstations with training on confidentiality and fraud detection; and
9. Ensure access to department equipment and systems by terminated employees is removed within 48 hours of termination.

ATTACHMENT B
General Terms and Conditions

Article 1. Amendments

The Interlocal Agreement, Scope of Services, and General Terms and Conditions may be amended upon agreement by both parties, without the need to execute a new contract.

The department may update and make changes to the County Equipment Guide and appendices not listed above unilaterally.

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. Ownership of Equipment

All equipment provided by TxDMV under this contract is and will remain the property of the TxDMV.

Article 4. Suspension or Termination

This contract may be terminated by any of the following conditions:

- A. By mutual consent and agreement of the parties.
- B. By either party after thirty days written notice.
- C. By TxDMV, should it determine at any time that the County has failed to comply with any of the requirements in this agreement.

Should termination of this agreement occur, the County shall allow TxDMV to remove its equipment. TxDMV shall remove equipment within a reasonable amount of time.

In lieu of termination, should TxDMV determine at any time that the County has failed to comply with any of the requirements in this agreement, TxDMV may suspend access to the automated registration and title system at one or all County locations until such failure is corrected.

Article 5. Compliance with Laws

The parties shall comply with all federal, state, and local laws in any manner affecting the performance of this agreement.

Article 6. Signatory Warranty

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

Article 7. Unauthorized Use of Equipment

The county is provided complete workstations to access RTS. Thus, absent written approval by TxDMV, no additional equipment, hardware, or software may be installed or attached to a workstation.

The equipment may not be moved, relocated, manipulated, disassembled, or reassembled without written approval by TxDMV. This includes attempts to repair the equipment. Absent written approval by TxDMV, workstations may only be used to access RTS.

Article 8. Confidentiality

The county understands that TxDMV collects and maintains confidential and sensitive information and that TxDMV permits access to this data by this agreement. The county is responsible, by law and through this agreement, for maintaining the confidentiality of that data. The county may only disclose confidential information in accordance with Transportation Code Chapter 730, Government Code Chapter 552, and this agreement. The county understands and agrees that the unauthorized release of confidential information may subject its officers, employees, and contractors to liability or prosecution, and may result in the termination of this contract.

The county understands and agrees that any access to RTS granted by the department, including any logins and passwords, are confidential and that said access will not be disclosed to unauthorized persons. Attempts to circumvent department security devices or protocols, by unauthorized software, hardware, or other means, is expressly prohibited and may result in liability or prosecution and termination of this contract.

ATTACHMENT C
Resolution or Ordinance

On the 15 day of July, 2019, the Upshur County
Commissioner's Court passed Resolution No. _____, hereinafter identified by reference,
authorizing the County's participation in this Agreement.

Please attach a copy of the Resolution or Ordinance to this Agreement.

07/15/2019 Regular Session

**COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, JULY 15, 2019
9:00 AM REGULAR SESSION**

Commissioners met in regular session with all members present.

1. Invocation and Pledges

Prayer said by Paula Gentry

2. Consider and take action on approval of:

A. The minutes of previous meeting:

B. Payroll changes:

C. Payroll:

D. Budget amendments:

E. Accounts payable:

Expense Approval Report:

F. Accept for recording: Auditor reports; Treasurer reports; Bonds; Oaths; Deputations; Certificates; refund of overpayment or erroneous tax payments in excess of \$2500.00; Certificate of Liability Insurance for NaturChem, Inc. – SC; AIA Document B104 – 2017 Standard Abbreviated Form of Agreement Between Owner and Architect, between Upshur County and Komatsu Architecture for Upshur County Master Plan Update; and applications for use of Upshur County roads and rights-of-way and permit requests.

Motion to approve and record items A-F made by Frank Berka

Second by Paula Gentry

Paula Gentry, Dustin Nicholson, Frank Berka, Jay Miller and Judge

Tefteller voted for.

Motion approved.

Copies attached.

3. Discuss and take action to approve the scheduling of a Carter mobile blood drive by the Upshur County Health Coalition to be held at the Rick Building.

Motion to approve for the Carter mobile blood unit to come to the Rock Building on July 29th made by Dustin Nicholson
Second by Jay Miller
Paula Gentry, Dustin Nicholson, Frank Berka, Jay Miller and Judge Tefteller voted for.
Motion approved.

4. Discuss and take action to approve the Interlocal Agreement for Provision of Equipment and Consumables between the State of Texas, acting by and through the TxDMV and Upshur County.

Motion to approve the Interlocal Agreement between TxDMV and Upshur County to register vehicles made by Paula Gentry
Second by Jay Miller
Paula Gentry, Dustin Nicholson, Frank Berka, Jay Miller and Judge Tefteller voted for.
Motion approved.
Copy attached.

5. Discuss and take action to accept for recording the plat showing: All that certain 4.18 acre (Tract 1), 3.47 acre (Tract 2), 3.59 acre (Tract 3), 2.59 acre (Tract 4), 8.03 acre (Tract 5), 8.03 acre (Tract 6), and 7.49 (Tract 7) tracts of land in the Meredith Chandler Survey, A-84, in Upshur County, Texas, being parts of the residue of the called 71.457 acre tract of land conveyed from Clark Sample, Jr. to Martha V. Joseph by Special Warranty Deed dated May 22, 1995 and recorded in Volume 192, Page 171, of the Official Records of Upshur County, Texas.

Motion to accept the plat for recording made by Paula Gentry
Second by Frank Berka
Paula Gentry, Dustin Nicholson, Frank Berka, Jay Miller and Judge Tefteller voted for.
Motion approved.
Copy attached.

6. Discuss and take action to award the following Union Grove WSC construction contracts under Upshur County STEP Grant #7218036:

- A. Contract 1 (Meters) to Underground Utility Supply in the amount of \$4,194.00;**
- B. Contract 2 (Materials for Water Mains) to Hayes Pipe Supply, Inc., Schedule "A" Bid in the amount of \$140,501.34; and**
- C. Contract 3 (Road Bores – Labor Only) to Jeff Wilson Boring, Schedule "A" Bid in the amount of \$111,656.00.**

Motion to approve the Upshur County STEP Contracts A-C made by Paula Gentry
Second by Dustin Nicholson
Paula Gentry, Dustin Nicholson, Frank Berka, Jay Miller and Judge Tefteller voted for.
Motion approved.
Copies attached. Score Sheets

7. Discuss and take action to approve Kirby Smith, Inc. demonstrating equipment on county roads.

Motion to allow Kirby Smith, Inc. to demonstrate equipment on Lavender Road, August 6-8 made by Frank Berka
Second by Paula Gentry
Paula Gentry, Dustin Nicholson, Frank Berka, Jay Miller and Judge Tefteller voted for.
Motion approved.

8. Discuss and take action to approve another department to accept money and issue dump permits in the event Road & Bridge office is closed.

Motion to table this item made by Jay Miller
Second by Dustin Nicholson
Paula Gentry, Dustin Nicholson, Frank Berka, Jay Miller and Judge Tefteller voted for.
Motion approved.

9. Discuss and take action to change the Special Road Use permit to state that when the companies are going into a tract of land that company is to install a temporary culvert in the ditch.

Motion to change our Special Road use permit for a company going across a ditch into a tract of land to be required to install a temporary culvert made by Paula Gentry
Second by Jay Miller
Paula Gentry, Dustin Nicholson, Frank Berka, Jay Miller and Judge Tefteller voted for.
Motion approved.

10. Open the Request for Proposals for TPA Services for the Upshur County Employee Health Care Plan. Take necessary action.

Motion to have a workshop on July 25th @1:30pm, in the Courtroom to discuss the proposals for TPA Services for the County Employee Health Care Plan made by Paula Gentry

Second by Jay Miller

Paula Gentry, Dustin Nicholson, Frank Berka, Jay Miller and Judge Tefteller voted for. Motion approved.

Copies attached.

ABA, Boon-Chapman, Health First

11. Discuss and take action to approve the lease agreements for the ten 2019 Ford Explorers for the Upshur County Sheriff's Department.

Motion to approve the ten lease agreements for the 2019 Ford Explorers for the Sheriff's Department made by Dustin Nicholson

Second by Paula Gentry

Paula Gentry, Dustin Nicholson, Frank Berka, Jay Miller and Judge Tefteller voted for. Motion approved.

Copies attached.

12. Adjourn.



Attest: Terri Ross, Upshur County Clerk

Attendance sheet placed into minutes for recording purposes only.

Bills previously approved placed into minutes for recording purposes only.

Jury payroll placed into minutes for recording purposes only.



ATTACHMENT D
RTS WORKSTATION LEASE AGREEMENT

STATE OF TEXAS

COUNTY OF Upshur

THIS AGREEMENT is made between the Texas Department of Motor Vehicles "TxDMV" or "department" and the "county" pursuant to Texas Transportation Code, Section 520.0093, for the purposes of providing the County of Upshur, Texas an option to lease additional Registration and Title System ("RTS") workstations directly from the State. This agreement is incorporated into the Interlocal Agreement for Provision of Equipment and Consumables ("County Agreement") and is subject to the provisions of the County Agreement and the County Equipment Guide, including but not limited to provisions relating to: equipment installation, RTS programming and hardware/software configuration, security, maintenance, equipment repair and replacement, equipment movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies.

1. If the county desires additional RTS workstations beyond what is allocated by the department, the workstations may be leased at county expense from the department.
2. The cost of leasing a basic RTS workstation¹ will be \$350 per year plus \$11 per year for an elearning account, for a total annual lease cost of \$361. If a cable drop is needed for a workstation, there is a one-time cost of \$180 per drop. For workstations that are leased by the county for placement in a full service deputy ("FSD") office, there is an additional annual cost of \$4,260 per full service deputy site, per year to cover the T1 circuit cost.
3. Lease charges are billed annually on the county's annual invoice. Lease costs are prorated for the first year of the lease term based on the installation date, and the prorated amount will be included on the county's next annual invoice.
4. The county may request the department remove the leased equipment at any time. The equipment will be removed within 30 days of the request being received by TxDMV. The county will forfeit any portion of the annual lease fee that remains.
5. Costs for leased equipment and services are subject to change annually.
6. The county will indicate equipment requirements below (by site and quantity). Total annual costs can be projected using the table provided. TxDMV will compute final costs and the county will be billed in accordance with paragraphs 2 and 3 above.
7. In addition to the provisions of the original County Agreement, TxDMV's responsibility for equipment installed at FSD sites (i.e., privately owned, for-profit enterprises performing motor vehicle title and registration transactions for the county tax office) is limited to ensuring the equipment remains operational. The county will be responsible for all training, forms, supplies, user policy and procedures, etc., associated with this offsite equipment. This agreement will remain in force for as long as the County Agreement remains effective.

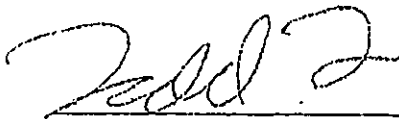
¹The Basic RTS Workstation includes all standard items for full functionality (monitor, CPU, keyboard, mouse, printer, software, support, and cash drawer, if necessary), in a normal environment.

8. Workstations identified below that are leased under the provisions of this agreement will be installed following approval of the County Commissioner's Court and after signature by the County Judge (or a designee when supported by a certified copy of the Commissioner's Court Order or Resolution, which must be attached) and counter signed by the Director of the Vehicle Titles and Registration Division of the Texas Department of Motor Vehicles.

The County of Upshur, Texas will lease additional RTS workstation(s) to be installed at the following County Tax Office or full service deputy location(s).

Site Type County or FSD	New (N) or Existing (E) Site	Site Name	Site Address	Workstation Quantity

Item	Site Name	Quantity	Individual Item Cost	Total Annual Cost
1. RTS Workstation, Basic* (non-FSD site)			\$361.00	
2. RTS Workstation, Basic* (FSD site)			\$361.00	
3. T1 Circuit Cost (FSD sites only – one annual circuit charge per FSD site)			\$4,260.00	
<i>Note: cable drops are an additional \$180 each and charged in first year only</i>			Annual Lease Cost	\$0.00



County Judge

7-15-2019

Date

Jeremiah Kuntz

Date

Todd Tefteller, County Judge

Director, Vehicle Titles and Registration

County

*The Basic RTS Workstation includes all standard items for full functionality (monitor, CPU, keyboard, mouse, printer, software, support, and cash drawer, if necessary), in a normal environment.

