

## INTERLOCAL COOPERATION CONTRACT

### I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and the municipal Court of Joshera [City or County] are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has the authority to contract for the Texas Conviction Reporting (TXCR) application by the authority granted in Tex. Transp. Code Chapter 543, Subchapter C.

### II. BACKGROUND AND PURPOSE

DPS is legislatively required to apply all court-reported convictions to a driver record within seven days of the final disposition of conviction. Texas courts send more than 180,000 conviction records monthly. To secure personally identifiable information (PII) of drivers who are convicted in Texas courts, DPS developed a secure web-based application for Texas courts to submit electronic convictions onto a Texas driver's record and eliminate mailed or unsecured upload of conviction records.

Furthermore, DPS and Federal Motor Carrier Safety Administration's (FMCSA) common goal is to ensure and improve public safety by reducing crashes, injuries, and fatalities involving Commercial Motor Vehicles (CMV). One of the components of this effort is the appropriate and timely reporting of moving violation convictions for Commercial Driver License (CDL) holders and operators of CMVs. For DPS to be successful in its endeavor to bolster the foundation and support the priorities of the CDL program, it must have the proper tools to accomplish these goals.

### III. STATEMENT OF SERVICES

DPS responsibilities are as follows.

- Provide access to the TXCR over the internet from a publicly accessible site based on authorized access granted by DPS to Court reporting personnel.
- Ensure the TXCR site is secure and meets Criminal Justice Information System (CJIS) security requirements as defined by the Federal Bureau of Investigation (FBI).
- Allow submission of convictions individually using a web-form that matches the bulk file format for ease of entry. Bulk file format will be provided to Court.
- TXCR will validate conviction data prior to inclusion to the driver's record and if data cannot be validated, will reject the submission with an opportunity for Court to correct and resubmit.
- Provide historical reports for Court to assist with timely reporting, reducing rejects and ensuring accuracy of conviction reporting.
- Provide training to Court, and include training materials and procedures on the TXCR site for 24/7 access by Court.
- TXCR Contractor will assist Court users by providing a toll-free telephone number and email, Monday through Friday from 7:00am to 8:00pm, except holidays.

Court responsibilities are as follows.

- Do not share the TXCR site information with unauthorized persons.
- Have only two authorized court personnel with access to TXCR, unless additional personnel are authorized by DPS based on business need.
- Authorized users must use Multi-Factor Authentication (MFA) to access TXCR and will be required to download an application to a cell phone to receive the MFA code before access is granted.
- Must use TXCR to upload individual convictions using a web-form or bulk upload of convictions in a pre-defined format approved by DPS. Paper forms will not be accepted.
- Must notify DPS immediately upon termination or resignation of an authorized user to allow DPS disable the account and prevent unauthorized use of TXCR.
- Submit conviction reports to TXCR within seven days from the date of conviction in compliance with Tex. Transp. Code Chapter 543, Section 543.203.

#### IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

DPS will provide TXCR to Court at no cost.

#### V. TERM OF CONTRACT AND AMENDMENTS

This contract is effective on the date of execution and will not expire except upon written request of either party with 30 calendar days' written notice. This contract may only be amended by mutual written agreement of the parties.

Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

#### VI. GENERAL TERMS AND NOTICE

This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.

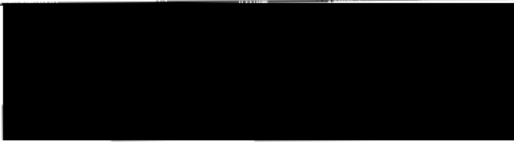
The respective party will provide any required notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

| Court                                          | Department of Public Safety      |
|------------------------------------------------|----------------------------------|
| Attn.: <u>Carla Benham</u>                     | Enforcement & Compliance Service |
| Address: <u>101 S main St. Joshua Tx 76058</u> | Attn: Conviction Reporting       |
| Address:                                       | 5805 North Lamar Blvd., Bldg A   |
| Fax: <u>817-641-7526</u>                       | Austin, Texas 78752-0001         |
| Email: <u>Cbenham@cityofjoshuatx.us</u>        | (512) 424-5809 [fax]             |
| Phone: <u>817-558-7447</u>                     | Data.Submission@dps.texas.gov    |
|                                                | (512) 424-2031                   |

## VII. CERTIFICATIONS

The parties certify that (1) the contract is authorized by the governing body of each party; and (2) the purpose, terms, rights, and duties of the parties are stated within the Contract.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

|                                                                                                |
|------------------------------------------------------------------------------------------------|
| <b>Court Authorized Signatory</b>                                                              |
|               |
| <b>Signature and Title</b>                                                                     |
| <b>Date:</b>  |

|                                                                                    |
|------------------------------------------------------------------------------------|
| <b>Department of Public Safety</b>                                                 |
|  |
| <b>Signature of Driver License Division Chief or Designee</b>                      |
| <b>Date:</b>                                                                       |

\*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.