

**AGREEMENT FOR MOTOR VEHICLE REGISTRATION REFUSAL SERVICES  
BETWEEN  
CITY OF CORPUS CHRISTI, TEXAS  
AND  
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**

**I. PARTIES**

THIS AGREEMENT FOR MOTOR VEHICLE REGISTRATION REFUSAL SERVICES (“Agreement”) is made and entered into by and between the **CITY OF CORPUS CHRISTI, TEXAS** acting herein by and through its governing body, hereinafter referred to as “City” and **Linebarger Goggan Blair & Sampson, LLP**, hereinafter referred to as “LGBS”.

**II. PURPOSE**

To clearly identify the roles and responsibilities of each party required for LGBS to assist with the City’s participation in the Scofflaw Program as outlined in the Texas Transportation Code Chapter 702 (commonly known as Refusal to Register Motor Vehicle).

**III. SCOPE OF WORK**

The City has contracted with LGBS for the collection of delinquent municipal court fines and fees. To further enhance efforts for case resolution, LGBS will assist the City with the implementation of a Motor Vehicle Registration Refusal Program. This program allows a City to submit data to the Technology Support Branch (TSB) of the Texas Department of Motor Vehicles (DMV) relating to an owner of a motor vehicle who has an outstanding warrant from the City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law. Once the Motor Vehicle Registration Refusal code is placed on the owner’s vehicle registration by the DMV, a renewal of registration will not be permitted until the case is resolved.

**IT IS UNDERSTOOD AND AGREED THAT:**

**THE CITY AGREES TO** enter into the necessary contract with the Texas DMV, subject to Texas DMV’s approval and in accordance to Texas Government Code, Section 791. The City will provide cases to LGBS and provide the necessary updates to LGBS to allow for the removal of the appropriate registration codes.

**LGBS AGREES TO** conduct the Motor Vehicle Registration Refusal Program on behalf of the City as part of the delinquent collection process. LGBS will provide the funds necessary to post the required bond with Texas DMV and pay all costs associated with the file submissions required for inquiry, flagging for registration refusal and clearances after case resolution. LGBS will timely submit the appropriate files to Texas DMV to match the owner and the appropriate vehicle, to code the appropriate registration record and to clear the appropriate records. LGBS will provide the City with the information concerning the successful submissions to Texas DMV. This information

will be available to the City via the LGBS client view portal or in a list submitted by LGBS to the City.

In order to effectuate the Motor Vehicle Registration Refusal Program, the City consents to LGBS's use of a third-party servicer and the sharing and disclosure of client data pursuant to a restricted use data services agreement.

In the event LGBS no longer performs collections of delinquent municipal fines and fees for the City, LGBS, at its expense, is authorized to submit to the DMV a file clearing any existing motor vehicle registration refusal flag submitted by LGBS on behalf of the City.

#### **IV. TERM OF AGREEMENT**

The term of this Agreement begins on the date of execution by both parties below and will remain in force for the duration of the period in which LGBS is authorized to collect delinquent municipal court fines and fees for the City; provided, however, either City or LGBS may terminate this Agreement, for convenience and without cause, upon thirty (30) day's written notice to the other party.

#### **V. SIGNATURES**

This Agreement is executed on behalf of City by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**

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Attorney at Law

**CITY OF CORPUS CHRISTI, TEXAS**

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Gilbert Hernandez,  
Municipal Court Director  
for City Manager

ATTEST:

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Rebecca Huerta  
City Secretary

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Date

APPROVED AS TO LEGAL FORM:

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Buck Brice (Date)  
Assistant City Attorney  
For City Attorney