

STATE OF TEXAS §

COUNTY OF TRAVIS §

**Motor Vehicle Data Service Contract for
Accessing Texas Motor Vehicle Records**

THIS CONTRACT, is made by and between the State of Texas, acting by and through the Texas Department of Motor Vehicles, hereinafter called the "TxDMV," and Harris County

(Name of business or entity to be used throughout Contract)

hereinafter called the "Customer;" which may be either a Texas governmental entity "Political Subdivision," or a private entity "Contractor" who wishes to obtain data for a non-public purpose.

WITNESSETH

WHEREAS, Texas Transportation Code, Chapters 501, 502, 504 and 520 establish that TxDMV is responsible for administering and retaining Texas motor vehicle title and registration records (MVRs); and

WHEREAS, TxDMV is authorized by Title 43, Texas Administrative Code, §217.123, to enter into written service agreements with individuals, businesses, and governmental entities to provide electronic access to vehicle title and registration records; and

WHEREAS, TxDMV is authorized by Texas Government Code Chapter 552 (the Public Information Act) and Title 43, Texas Administrative Code §217.124 to charge reasonable fees for public information; and

WHEREAS, the Federal Driver's Privacy Protection Act (18 U.S.C. §2721 et seq.) and Texas Motor Vehicle Records Disclosure Act (Texas Transportation Code Chapter 730) (the Acts) authorize the department to disclose personal information, as defined in those acts, contained in MVRs only in accordance with the Acts; and

WHEREAS, the Political Subdivision is a Texas governmental entity requesting permission to access or receive MVRs; and

WHEREAS, the Political Subdivision may enter into agreements with other entities, public or private, (hereinafter called a "Public Purpose Contractor") to facilitate the performance of its public purpose.

WHEREAS, TxDMV will provide remote electronic access or deliver MVRs to the Customer in accordance with the terms and conditions of this agreement.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the parties do agree as follows:

TxDMV will provide remote electronic access or deliver MVRs to the Customer, under the following conditions:

1. INFORMATION AVAILABLE

A Contractor entering into this agreement will be provided MVRs at the specified rates specified by 43 Texas Administrative Code §217.123-4. This agreement does not cover services requested of TxDMV by the Customer, such as resending, researching, or programming related to MVRs. MVRs are provided to the Customer as-is.

A Political Subdivision entering into this agreement will be provided MVRs, at no cost, and in accordance with this Contract and 43 Texas Administrative Code Rules §217.123-4.

2. CERTIFICATION OF USE

TxDMV will release personal information as defined in Texas Transportation Code §730.003 only if Customer certifies an intended use of the information in Attachment A to this agreement and, if applicable, provides the required supporting material, including government-issued identification. Certified intended uses include only those uses for which the Customer itself will actually use the information. Certified intended uses do not include uses that are speculative or that will be engaged in by persons acquiring the information from the Customer.

3. RESTRICTIONS

A. The Customer may use personal information in MVRs only in accordance with the Acts and only for the use(s) certified in Attachment A. A Public Purpose Contractor may only use the information to carry out the functions of the entity named in Attachment D. In the event of misuse of personal information, TxDMV may terminate the contract at its sole discretion.

B. The Customer may resell or redisclose personal information only in accordance with Transportation Code Chapter 730, and 43 Texas Administrative Code Rules §217.121-130.

C. Customers who certify an intended use of personal information based on a professional license may only access that information while the license is current and in good standing. If the professional license expires, and if the Customer does not qualify for personal information under another intended use, this agreement may terminate.

4. RECORDS OF RESALE OR REDISCLOSURE

The Customer must maintain records of any person or entity that received personal information within MVRs from the Customer. These records must be maintained for a period of not less than five (5) years after resale or redisclosure and must be made available to TxDMV for inspection, upon request.

After written notice is provided by TxDMV, the Customer will report the names, quantities of MVRs, and permitted uses of all persons or entities to whom the Customer disclosed personal information.

Any person or entity obtaining personal information from the Customer, directly or indirectly, must comply fully with the provisions of the Acts and 43 TAC §217.121-130. Any violation of the above Acts or rules by a person or entity acquiring personal information from the Customer, directly or indirectly, will be considered a breach of this contract by the Customer, and may subject the Customer to termination or liability under the terms of the Acts and this Contract.

5. DATA PROTECTION

The Customer must take reasonable steps to safeguard MVRs and to prevent unauthorized resale or redisclosure of personal information. The Customer shall immediately inform TxDMV if personal information is disclosed in violation of the Acts. This obligation applies whether the disclosure was intentional or unintentional by the Customer, or by a person or entity that acquired personal information from the Customer, directly or indirectly.

6. CONTRACT EXECUTION

This Contract becomes effective upon agreement and execution by both parties.

7. USER IDS

This Contract can be used for multiple business locations under the control of the Customer, if applicable.

Prior to granting the Customer access to any TxDMV-maintained systems, Customer must properly execute the Information Security Compliance and Confidentiality Agreement (Attachment B). The person who signs Attachment B must be the same person who signs the agreement. Following the execution of this agreement, any person requesting access to TxDMV-maintained systems, by virtue of this agreement, may be required to complete additional forms.

Each person who, by virtue of this agreement, is allowed access to MVRs from this business location will be assigned a unique user ID to be used only by that person. The user ID is not to be shared with anyone. In the event any user ID assigned by TxDMV to the Customer's account is no longer needed for any reason, including, but not limited to, termination, death, or separation from the Customer's operations, the Customer shall immediately notify TxDMV of the cancellation of the user ID. Upon receipt, TxDMV will cancel the user ID.

8. TERMINATION BY CUSTOMER

A. Termination by Customer. The Customer may terminate this agreement in writing at any time. Any outstanding credit will be refunded to the Customer within 60 days of termination.

B. Effect of Termination. If the agreement is terminated under this section, TxDMV will cancel all user IDs associated with the Customer's account.

9. TERMINATION BY TXDMV

A. Termination by TxDMV. TxDMV may immediately terminate this agreement in writing at any time for any reason. Any outstanding credit will be refunded to the Customer within 60 days of termination.

B. Termination for Cause. Without limiting the foregoing, TxDMV may immediately terminate this agreement, without notice, for any violation of the terms of this agreement or for any violation of any state or federal law relating to the information provided by TxDMV under this agreement.

C. Operational Change. The Customer, his or her successors in interest or personal representative, shall immediately notify TxDMV in writing of a change in operations that results in the entity no longer using the MVRs as specified in Attachment A. Such notification may be grounds for immediate termination of this agreement.

D. Name Change. This agreement is made exclusively between TxDMV and the Customer. If for any reason, the Customer undergoes a change in name that no longer matches the Customer's name in this agreement, this agreement is terminated.

E. Effect of Termination. If the agreement is terminated under this section, TxDMV will cancel all user IDs associated with the Customer's account.

F. Request for Reapproval. A Customer whose service agreement has been terminated but is requesting renewed access to MVRs must comply with the provisions of 43 TAC §217.130.

10. COMPLIANCE WITH LAWS

The Customer shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules, and regulations, and with the orders and decrees of any court, or administrative bodies, or tribunals in any matter affecting the performance of this Contract. By signing this Contract, the Customer certifies that he or she will comply with the provisions of the Acts and rules including, but not limited to, limiting usage to the permissible uses under the Acts.

11. AMENDMENTS

Any changes in the terms and conditions of this Contract must be enacted by a written amendment, executed by all parties to this agreement.

TxDMV reserves the right to amend any of the provisions of the agreement, with concurrence by the Customer, or to waive any violations of this agreement by the Customer. However, any such waiver does not limit any other rights or remedies available to TxDMV under applicable law or in equity.

12. LIMITATION OF LIABILITY

The Customer shall hold harmless TxDMV from any liability which may arise from the Customer's access to the MVRs, or from the misuse of personal information by the Customer, their employees, agents or subcontractors. TxDMV makes no representation or warranty as to use, result, or accuracy of MVRs contained herein.

Failure on the user's part to properly interpret TxDMV MVRs shall be the responsibility of the Customer and liability for sending any notices to the incorrect parties shall rest solely with the Customer, and not TxDMV. ~~This section applies to the extent authorized by Texas law.~~

13. INDEMNIFICATION

THE CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TXDMV AND THE STATE OF TEXAS, THEIR OFFICERS, EMPLOYEES AND CONTRACTORS FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT BY THE CUSTOMER, ANY AGENT, EMPLOYEE, OR SUBCONTRACTOR OF CUSTOMER, OR ANY PERSON OR ENTITY RECEIVING INFORMATION GOVERNED BY THIS AGREEMENT FROM

POLITICAL SUBDIVISION OR CONTRACTOR(S). THE POLITICAL SUBDIVISION AND CONTRACTOR(S) SHALL COOPERATE WITH THE DEFENSE OF ANY CLAIM OR ACTION FILED WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY THE STATE.

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE THE CUSTOMER TO INDEMNIFY OR HOLD HARMLESS THE STATE FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TXDMV, THE STATE OR ITS EMPLOYEES. THIS SECTION APPLIES TO THE EXTENT AUTHORIZED BY TEXAS LAW.

14. PRIOR CONTRACTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings and/or written agreements between TxDMV and the Customer respecting the subject matter described herein.

15. CONTRACT TERM

The effective date of this agreement shall be the date the agreement is accepted and executed by TxDMV and shall remain in effect for a period of five (5) years , unless the agreement is terminated by either party, or this agreement is replaced with a new agreement.

16. SIGNATORY AUTHORITY

The undersigned signatory for the Customer represents and warrants that he/she is an officer of the organization for which he/she has executed this Contract and that he/she has the full and complete authority to enter into this agreement on behalf of the Customer.

Harris County, Texas

Name of Business or Entity

BY:

Signature

Lina Hidalgo, County Judge

Printed Name and Title (Required)

7701 Wilshire Place Drive

Business Address

Houston, TX 77040

City, State, and Zip Code

NOV 12 2019

Date

Executed for the Texas Department of Motor Vehicles

BY:



Signature

Jeremiah Kuntz, Vehicle Titles and Registration Division Director
Name and Title

2/12/20

Date

(8/6/2019)

ATTACHMENT A

REQUEST FOR ACCESS TO TEXAS MOTOR VEHICLE INFORMATION

Submit completed and signed with copies of your government issued photo ID and state-issued professional license (if applicable) along with the executed contract.

APPLICANT INFORMATION

Lina		Hidalgo	
First Name	Middle Name	Last Name	Suffix
7701 Wilshire Place Drive	Houston	TX	77040
Business Address	City	State	ZIP
County Judge		anil.mirmira@hctra.org	713.587.7614
Job Title (Owner, President, CEO, CIO, etc.)		Email	Phone Number
Harris County, Texas			
Legal Business Name (if applicable) – no abbreviations		Secretary of State Filing Number (if applicable)	

CERTIFICATION

I certify that the statements on this application are true and correct and request the TxDMV provide me with the requested motor vehicle data access.

Lina Hidalgo

Printed Name of Applicant

NOV 12 2019

Date

Signature of Applicant

Violators can be prosecuted under Texas Transportation Code, Section 730.013 and Penal Code, Section 37.10.

ATTACHMENT A

REQUEST FOR ACCESS TO TEXAS MOTOR VEHICLE INFORMATION

PERMITTED USE

Sign or print your initials on the appropriate line for your use of the requested information.

My authority to obtain vehicle information is for the permitted use noted below. I understand the use of the requested information is strictly limited to:

- ☒ A governmental entity, including law enforcement (check applicable box):
- ☒ A government agency, including any court or law enforcement agency, in carrying out its functions.
 - ☐ A private person or entity acting on behalf of a government agency in carrying out the functions of the agency.
- _____ Use in connection with one of the following (check applicable box):
- ☐ Motor vehicle safety or motor vehicle operator safety.
 - ☐ Motor vehicle theft.
 - ☐ Motor vehicle emissions.
 - ☐ Motor vehicle product alterations, recalls or advisories.
 - ☐ Performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers.
 - ☐ Motor vehicle market research activities, including survey research.
 - ☐ Removal of non-owner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of the Automobile Information Disclosure Act, the Anti Car Theft Act of 1992, and the Clean Air Act.
 - ☐ For child support enforcement.
 - ☐ Enforcement by the Texas Workforce Commission.
 - ☐ Voter registration or the administration of elections by the secretary of state.
- _____ Use in the normal course of business by a legitimate business or its authorized agent, but only to verify accuracy of personal information submitted by the individual; and, if the information is not correct, to obtain the correct information for the sole purpose of preventing fraud by, pursuing a legal remedy against or recovering on a debt or security interest against the individual. (Requestor must submit a copy of the business or entity's state-issued professional license to be verified against the issuing agency's records.)
- _____ In conjunction with a civil, criminal, administrative or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court. (Requestor must submit proof of legal proceeding or proof of anticipated proceeding.)
- _____ Use in research or in producing statistical reports, but only if the personal information is NOT published, redisclosed, or used to contact any individual. (Requestor must submit proof of employment in a research occupation.)
- _____ Use by an insurer or insurance support organization, a self-insured entity or as an authorized agent of the entity in connection with claims investigation activities, antifraud activities, rating or underwriting. (Requestor must submit a copy of the license issued by the Texas Department of Insurance or out-of-state equivalent, a copy of the license Insurance support organization is working under, or proof of self-insurance.)
- _____ Use in providing notice to an owner of a towed or impounded vehicle. (Requestor must submit a copy of the license issued by the Texas Department of Licensing and Regulation or out-of-state equivalent.)
- _____ Use by a licensed private investigation agency or licensed security service authorized to use the information for a permitted purpose. (Requestor must submit a copy of the license issued by the Texas Department of Public Safety or out-of-state equivalent.)
- _____ Use in connection with the operation of a private toll transportation facility. (Requestor must submit documentation to relate the requested personal information with operation of a private toll transportation facility.)
- _____ Use by a consumer reporting agency, as defined by the Fair Credit Reporting Act, for a purpose permitted under that Act. (Requestor must submit documentation on official letterhead indicating a permitted use for personal information as defined by the Fair Credit Reporting Act.)



**Information Resources Security Compliance
and Confidentiality Agreement
(VTR External User)**

I understand that the Texas Department of Motor Vehicles ("TxDMV") collects and maintains confidential and privileged information and permits access to data containing confidential and privileged information by contractual agreement with external users not employed by TxDMV.

I understand and agree that I will observe the standards of confidentiality that must be maintained as I exchange business and technical information and that unauthorized release of confidential information, or actions deemed negligent resulting in damages/loss of information resources¹ will result in termination of my contract and may also result in legal action.

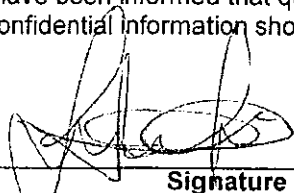
I understand and agree that any and all information system password(s) or access procedure(s) I receive or devise for use with TxDMV's information systems are confidential and reserved for official state agency business only. I will not disclose to any unauthorized person(s)² any password(s) or access procedure(s) I am given or devise, and I will not post these procedure(s) or written password(s) where persons who are not authorized to use TxDMV's system may view them. Attempts to access and utilize TxDMV's information systems for other than their intended purposes may result in prosecution under the Computer Fraud and Abuse Act of 1986 as well as any other applicable statutes and regulations.

I understand and agree that I am responsible for all information system transactions performed as a result of access authorized by the use of my password(s) or procedure(s).

I agree **not** to attempt to circumvent information system security devices or procedures by using or attempting to use any transaction, software, files, or other resources that I am not authorized to use.

I understand that intentionally failing to observe these requirements or intentionally bypassing them may constitute a breach of information systems security as defined in the Texas Penal Code §33.02 and may result in immediate loss of information system access.

I acknowledge receipt of this agreement, understand its contents, and agree to abide by the terms set forth herein. Additionally, I have been informed that questions regarding this agreement and/or issues related to the release or disclosure of confidential information should be directed to the director of the TxDMV's Administrative Services Division.



Signature

NOV 12 2019

Date

Lina Hidalgo

Printed Name

¹ Information resources include computer systems, telephone systems, voicemail systems, fax systems, and regular mail systems as well as the procedures, equipment, and software that are designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors.

² Unauthorized person(s) include anyone who is not bound by a written confidentiality agreement.

ATTACHMENT C DATA/SERVICES

The following are the data/services available. Request for any of the following is subject to approval by the department and the specified use as indicated on the *Application for Access to Texas Motor Vehicle Information* (Form VTR-275-K). Fees for motor vehicle records are charged in accordance with 43 Texas Administrative Code Rules §217.123-4.

Sign or print your initials for each data/service(s) being requested.

Record search options:

_____ **Batch Inquiries:** Allows for multiple plate numbers or Vehicle Identification Numbers (VIN) to be submitted in a required batch format that is queried against the motor vehicle database with results returned in a batch. Requires username(s) and access to the department's systems.

LH _____ **MVINet Access:** Internet access to the motor vehicle database with the ability to query vehicle records by a plate number, VIN, placard number, and current or previous document number. Queries can be performed by one data element at a time or up to five license plate numbers at a time. Requires username(s) and access to the department's systems.

File types:

_____ **Masterfile:** Contains over 30 million active and inactive registration and title records.

LH _____ **Weekly Updates:** Contains new and renewed vehicle registration and title records.

LH _____ **Dealer/Supplemental Files:** Contains weekly transactions processed by dealers with a second file containing the dealers' information. Data is available from May 4, 2009, forward and only available with the purchase of the Weekly Updates.

LH _____ **Special Plates File:** Contains the special plate records in motor vehicle database. The file is updated daily and can be retrieved daily.

LH _____ **eTAG File:** Contains one record for each eTAG created on a given day, Vehicle Transfer Notifications (VTNs), and Plate to Owner (PTO) records. Frequency must be selected as daily or weekly and whether DPPA or Non-DPPA information is included (check applicable box):

☒ Weekly OR ☐ Daily AND ☒ DPPA OR ☐ Non-DPPA

ATTACHMENT D
POLITICAL SUBDIVISION AND PUBLIC PURPOSE
CONTRACTOR CERTIFICATION OF USE

Attachment D must be completed by the political subdivision and subcontractor (public purpose contractor) that performs work on behalf of the political subdivision. The political subdivision must certify that the public purpose contractor named below will be performing work on behalf of the political subdivision in furtherance of the political subdivision's public purpose as defined in the certification section.

The political subdivision must sign below and get the form notarized. (The public purpose contractor must sign page two of this form and get page two notarized).

POLITICAL SUBDIVISION INFORMATION

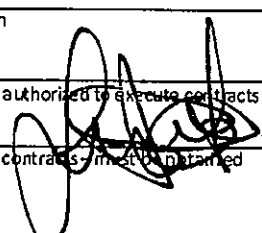
Harris County

Name of Political Subdivision

Lina Hidalgo, County Judge

Name and Title of Political Subdivision Administrator authorized to execute contracts

Signature of Administrator authorized to execute contracts - must be notarized



CERTIFICATION -- MUST BE COMPLETED BY POLITICAL SUBDIVISION ADMINISTRATOR

I, Lina Hidalgo, do hereby certify that Electronic Transaction Consultants Corporation will be performing work on behalf of
Name of Public Purpose Contractor

and in furtherance of the public purpose of:

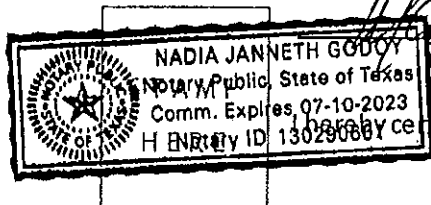
Identifying toll violators (registered owners & addresses) and provide service to HCTRA customers.

Identifying toll violators (registered owners & addresses) and provide service to HCTRA customers.

NOTARY

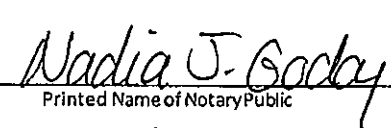
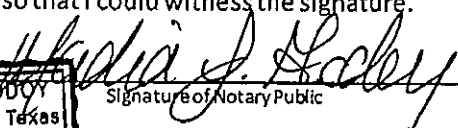
On this date, 02/05/20 the political subdivision administrator Lina Hidalgo
Date Name of Political Subdivision Administrator

appeared before me so that I could witness the signature.



Signature of Notary Public

Printed Name of Notary Public



I hereby certify that I am a notary in the State of Texas, in Harris County.

My commission expires: 07-10-2023

**ATTACHMENT D
POLITICAL SUBDIVISION AND PUBLIC PURPOSE
CONTRACTOR CERTIFICATION OF USE**

Attachment D must be completed by the political subdivision and subcontractor (public purpose contractor) that performs work on behalf of the political subdivision.

The Public Purpose Contractor must sign below and get the form notarized. (The political subdivision must sign page one of this form and get page one notarized).

PUBLIC PURPOSE CONTRACTOR INFORMATION

Electronic Transaction Consultants Corporation

Name of Public Purpose Contractor

Bret Kidd, Chief Executive Officer

Name and Title of Public Purpose Contractor Administrator

Signature of Public Purpose Contractor Administrator – must be notarized

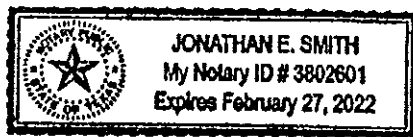
NOTARY

On this date, Jan. 6, 2020, the public purpose contractor administrator Bret Kidd
Date Name of Public Purpose Contractor Administrator
appeared before me so that I could witness the signature.

Jonathan E. Smith
Signature of Notary Public

Jonathan E. Smith
Printed Name of Notary Public

I hereby certify that I am a notary in the State of Texas, in Dallas County.



My commission expires: Feb. 27, 2022

**ATTACHMENT D
POLITICAL SUBDIVISION AND PUBLIC PURPOSE
CONTRACTOR CERTIFICATION OF USE**

Attachment D must be completed by the political subdivision and subcontractor (public purpose contractor) that performs work on behalf of the political subdivision. The political subdivision must certify that the public purpose contractor named below will be performing work on behalf of the political subdivision in furtherance of the political subdivision's public purpose as defined in the certification section.

The political subdivision must sign below and get the form notarized. (The public purpose contractor must sign page two of this form and get page two notarized).

POLITICAL SUBDIVISION INFORMATION

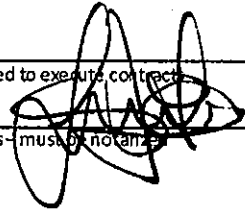
Harris County

Name of Political Subdivision

Lina Hidalgo, County Judge

Name and Title of Political Subdivision Administrator authorized to execute contract

Signature of Administrator authorized to execute contracts - must be notarized



CERTIFICATION – MUST BE COMPLETED BY POLITICAL SUBDIVISION ADMINISTRATOR

I, Lina Hidalgo, do hereby certify that TransCore LP will be performing work on behalf of
Name of Public Purpose Contractor

and in furtherance of the public purpose of:

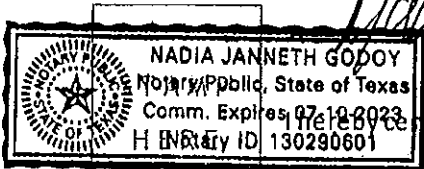
Identifying toll violators (registered owners & addresses) and provide service to HCTRA customers.

Identifying toll violators (registered owners & addresses) and provide service to HCTRA customers.

NOTARY

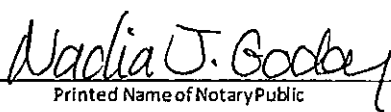
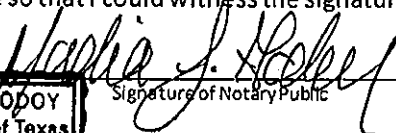
On this date, 02/05/20, the political subdivision administrator Lina Hidalgo
Date Name of Political Subdivision Administrator

appeared before me so that I could witness the signature.



Signature of Notary Public

Printed Name of Notary Public



I hereby certify that I am a notary in the State of Texas in Harris County.

My commission expires: 07-10-2023

**ATTACHMENT D
POLITICAL SUBDIVISION AND PUBLIC PURPOSE
CONTRACTOR CERTIFICATION OF USE**

Attachment D must be completed by the political subdivision and subcontractor (public purpose contractor) that performs work on behalf of the political subdivision.

The Public Purpose Contractor must sign below and get the form notarized. (The political subdivision must sign page one of this form and get page one notarized).

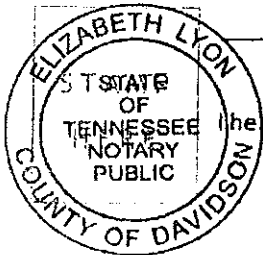
PUBLIC PURPOSE CONTRACTOR INFORMATION

TransCore LP

Name of Public Purpose Contractor
Gary Bucciarelli, CFO
Name and Title of Public Purpose Contractor Administrator
Gary Bucciarelli
Signature of Public Purpose Contractor Administrator – must be notarized

NOTARY

On this date, 12/31/19 the public purpose contractor administrator Gary Bucciarelli
Date Name of Public Purpose Contractor Administrator
appeared before me so that I could witness the signature.



Elizabeth Lyon Signature of Notary Public
Elizabeth Lyon Printed Name of Notary Public

I hereby certify that I am a notary in the State of TN, in Davidson County.

My commission expires: 11/08/22

My Commission Expires

ATTACHMENT D
POLITICAL SUBDIVISION AND PUBLIC PURPOSE
CONTRACTOR CERTIFICATION OF USE

Attachment D must be completed by the political subdivision and subcontractor (public purpose contractor) that performs work on behalf of the political subdivision. The political subdivision must certify that the public purpose contractor named below will be performing work on behalf of the political subdivision in furtherance of the political subdivision's public purpose as defined in the certification section.

The political subdivision must sign below and get the form notarized. (The public purpose contractor must sign page two of this form and get page two notarized).

POLITICAL SUBDIVISION INFORMATION

Harris County

Name of Political Subdivision

Lina Hidalgo, County Judge

Name and Title of Political Subdivision Administrator authorized to execute contracts

Signature of Administrator authorized to execute contracts - must be notarized

CERTIFICATION -- MUST BE COMPLETED BY POLITICAL SUBDIVISION ADMINISTRATOR

I, Lina Hidalgo, do hereby certify that Questmark Information Management, Inc. will be performing work on behalf of
Name of Public Purpose Contractor

and in furtherance of the public purpose of:

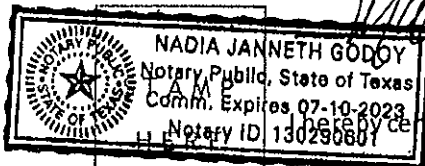
Identifying toll violators (registered owners & addresses) and provide service to HCTRA customers.

Identifying toll violators (registered owners & addresses) and provide service to HCTRA customers.

NOTARY

On this date 02/05/20 the political subdivision administrator Lina Hidalgo
Date Name of Political Subdivision Administrator

appeared before me so that I could witness the signature.



Signature of Notary Public

Printed Name of Notary Public

I hereby certify that I am a notary in the State of Texas in Harris County.

My commission expires: 07-10-2023

**ATTACHMENT D
POLITICAL SUBDIVISION AND PUBLIC PURPOSE
CONTRACTOR CERTIFICATION OF USE**

Attachment D must be completed by the political subdivision and subcontractor (public purpose contractor) that performs work on behalf of the political subdivision.

The Public Purpose Contractor must sign below and get the form notarized. (The political subdivision must sign page one of this form and get page one notarized).

PUBLIC PURPOSE CONTRACTOR INFORMATION

Questmark Information Management, Inc

Name of Public Purpose Contractor

BETH LUDKE, CEO

Name and Title of Public Purpose Contractor Administrator

Beth Ludke

Signature of Public Purpose Contractor Administrator—must be notarized

NOTARY

On this date, 10/23/19 the public purpose contractor administrator, Beth Ludke
Date Name of Public Purpose Contractor Administrator
appeared before me so that I could witness the signature.

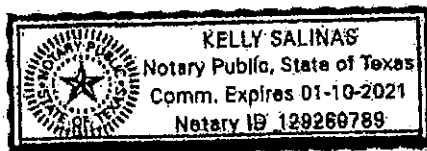


Kelly Salinas
Signature of Notary Public

Kelly Salinas
Printed Name of Notary Public

I hereby certify that I am a notary in the State of TX, in Harris County.

My commission expires: 01/10/21



**ATTACHMENT D
POLITICAL SUBDIVISION AND PUBLIC PURPOSE
CONTRACTOR CERTIFICATION OF USE**

Attachment D must be completed by the political subdivision and subcontractor (public purpose contractor) that performs work on behalf of the political subdivision. The political subdivision must certify that the public purpose contractor named below will be performing work on behalf of the political subdivision in furtherance of the political subdivision's public purpose as defined in the certification section.

The political subdivision must sign below and get the form notarized. (The public purpose contractor must sign page two of this form and get page two notarized).

POLITICAL SUBDIVISION INFORMATION

Harris County

Name of Political Subdivision

Lina Hidalgo, County Judge

Name and Title of Political Subdivision Administrator authorized to execute contracts

Signature of Administrator authorized to execute contracts - must be notarized

CERTIFICATION – MUST BE COMPLETED BY POLITICAL SUBDIVISION ADMINISTRATOR

I, Lina Hidalgo, do hereby certify that BancPass, Inc. will be performing work on behalf of
Name of Public Purpose Contractor

and in furtherance of the public purpose of:

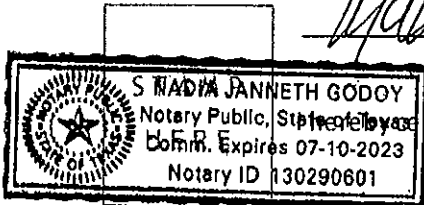
Identifying toll violators (registered owners & addresses) and provide service to HCTRA customers.

Identifying toll violators (registered owners & addresses) and provide service to HCTRA customers.

NOTARY

On this date, 02/05/20 the political subdivision administrator Lina Hidalgo
Date Name of Political Subdivision Administrator

appeared before me so that I could witness the signature.



Signature of Notary Public

Printed Name of Notary Public

I certify that I am a notary in the State of Texas in Harris County.

My commission expires: 07-10-2023

ATTACHMENT D
POLITICAL SUBDIVISION AND PUBLIC PURPOSE
CONTRACTOR CERTIFICATION OF USE

Attachment D must be completed by the political subdivision and subcontractor (public purpose contractor) that performs work on behalf of the political subdivision.

The Public Purpose Contractor must sign below and get the form notarized. (The political subdivision must sign page one of this form and get page one notarized).

PUBLIC PURPOSE CONTRACTOR INFORMATION

BancPass, Inc

Name of Public Purpose Contractor

Glenn Decker, CEO

Name of Public Purpose Contractor Administrator

Melnyk

Signature of Public Purpose Contractor Administrator - must be notarized

NOTARY

On this date, 10/23/19 the public purpose contractor administrator Glenn Decker
Date Name of Public Purpose Contractor Administrator
appeared before me so that I could witness the signature.

Name of Public Purpose Contractor Administrator

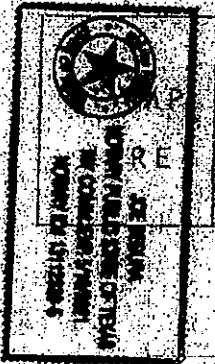
[Signature]
Signature of Notary Public

Joe Soria
Printed Name of Notary Public

Printed Name of Notary Public

I hereby certify that I am a notary in the State of Tx in Travis County.

My commission expires: May 10, 2021



ATTACHMENT D
POLITICAL SUBDIVISION AND PUBLIC PURPOSE
CONTRACTOR CERTIFICATION OF USE

Attachment D must be completed by the political subdivision and subcontractor (public purpose contractor) that performs work on behalf of the political subdivision. The political subdivision must certify that the public purpose contractor named below will be performing work on behalf of the political subdivision in furtherance of the political subdivision's public purpose as defined in the certification section.

The political subdivision must sign below and get the form notarized. (The public purpose contractor must sign page two of this form and get page two notarized).

POLITICAL SUBDIVISION INFORMATION

Harris County

Name of Political Subdivision

Lina Hidalgo, County Judge

Name and Title of Political Subdivision Administrator authorized to execute contracts

Signature of Administrator authorized to execute contracts must be notarized

CERTIFICATION – MUST BE COMPLETED BY POLITICAL SUBDIVISION ADMINISTRATOR

I, Lina Hidalgo, do hereby certify that Murray & James Consulting, Inc. will be performing work on behalf of
Name of Public Purpose Contractor

and in furtherance of the public purpose of:

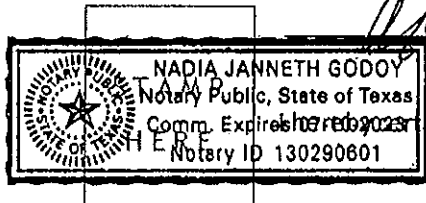
Identifying toll violators (registered owners & addresses) and provide service to HCTRA customers.

Identifying toll violators (registered owners & addresses) and provide service to HCTRA customers.

NOTARY

On this date, 12/05/20 the political subdivision administrator Lina Hidalgo
Date Name of Political Subdivision Administrator

appeared before me so that I could witness the signature.



Signature of Notary Public

Printed Name of Notary Public

I certify that I am a notary in the State of Texas in Harris County.

My commission expires: 07-10-2023

**ATTACHMENT D
POLITICAL SUBDIVISION AND PUBLIC PURPOSE
CONTRACTOR CERTIFICATION OF USE**

Attachment D must be completed by the political subdivision and subcontractor (public purpose contractor) that performs work on behalf of the political subdivision.

The Public Purpose Contractor must sign below and get the form notarized. (The political subdivision must sign page one of this form and get page one notarized).

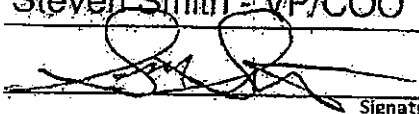
PUBLIC PURPOSE CONTRACTOR INFORMATION

Murray & James Consulting, Inc.

Name of Public Purpose Contractor

Steven Smith - VP/COO

Name and Title of Public Purpose Contractor Administrator



Signature of Public Purpose Contractor Administrator - must be notarized

NOTARY

On this date, 10/21/2019 the public purpose contractor administrator Steven Smith
Date Name of Public Purpose Contractor Administrator
appeared before me so that I could witness the signature.

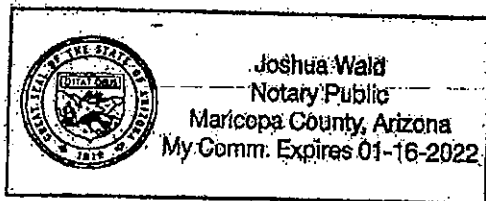
STAMP
HERE


Signature of Notary Public

Joshua Wald
Printed Name of Notary Public

I hereby certify that I am a notary in the State of Arizona in Maricopa County.

My commission expires: 01/10/2022





Account Information

TxDMV Use Only	
Account #	<u>thco</u>
Company ID	
<input checked="" type="checkbox"/> Exempt Government Entity	

Instructions

Complete this form in order for the department to accurately setup your account for access to TxDMV data and/or systems. Payment should be in the form of personal check, cashier's check, or money order payable to the Texas Department of Motor Vehicles. Payment must also be in the business name listed on the contract (if applicable). **Do not send cash.** Credit/debit cards and temporary checks are not accepted for initial account setup. Please return completed form and payment to:

Texas Department of Motor Vehicles
P.O. Box 12098
Austin, TX 78711-2098

Business/Account Information

Business/Entity Name (must match Business/Entity name listed on contract)		Business/Entity FEIN	
Harris County, Texas		76-0454514	
Account Name (Branch Name, Location, Department, etc.)	Business Phone Number	County	
Harris County Toll Road Authority	713-587.7800	Harris	
Business Mailing Address	City	State	ZIP
7701 Wilshire Place Drive	Houston	TX	77040
Professional License Number (if applicable)	License Expiration Date (if applicable)		
First Name of Individual that Executed Contract	Last Name	Job Title (Owner, President, etc.)	
Lina	Hidalgo	County Judge	
Business Type – check one of the following:			
<input type="checkbox"/> Auction	<input checked="" type="checkbox"/> Government - County	<input type="checkbox"/> Private Investigator	<input type="checkbox"/> Used Automotive Parts Recycler (UAPR)
<input type="checkbox"/> Bank/Credit Union	<input type="checkbox"/> Government - State	<input type="checkbox"/> Salvage Dealer	<input type="checkbox"/> Vehicle Dealer
<input type="checkbox"/> Collection Agency	<input type="checkbox"/> Insurance Company	<input type="checkbox"/> State University	<input type="checkbox"/> Wrecker Service
<input type="checkbox"/> Government - City	<input type="checkbox"/> Metal Recycling Entity (MRE)	<input type="checkbox"/> Toll Entity	<input type="checkbox"/> Other: _____
Account Contact First Name	Last Name		
Anil	Mirmira		
Phone Number	Email Address		
713.587.7614	Anil.Mirmira@hctra.org		

E-Billing Contact Information

Primary Contact First Name (monthly billing)	Last Name	Phone Number
Primary Email Address (monthly invoices will be emailed to this address)		
Additional Contact First Name (optional)	Last Name	Phone Number
Email Address (monthly invoices will be emailed to this address)		
Additional Contact First Name (optional)	Last Name	Phone Number
Email Address (monthly invoices will be emailed to this address)		

Account Information

Data Access and File Type Information

Batch Inquiries: Allows for multiple plate numbers or Vehicle Identification Numbers (VIN) to be submitted in a required batch format that is queried against the motor vehicle database with results returned in a batch. Escrow deposit of \$1,000, minimum balance of \$750 and \$23 per computer run plus \$0.12 per vehicle inquiry.

MVINet Access: Internet access to the motor vehicle database with the ability to query vehicle records by a plate number, VIN, placard number, and current or previous document number. Queries can be performed by one data element at a time or up to five license plate numbers at a time. Escrow deposit of \$200, minimum balance of \$150 and \$23 per month plus \$0.12 per vehicle record.

Masterfile: Contains over 30 million active and inactive registration and title records and provided via SFTP transfer. One-time fee of \$5,000 plus \$0.38 per 1,000 records.

Weekly Updates: Contains new and renewed vehicle registration and title records and provided via SFTP transfer. Escrow deposit of \$1,755 plus \$135 per week.

Dealer/Supplemental Files: Contains weekly transactions processed by dealers with a second file containing the dealers' information and provided via SFTP transfer. Data is available from May 4, 2009, forward and only available with the purchase of the Weekly Updates. Escrow deposit of \$1,235 plus \$95 per week.

Special Plates File: Contains the special plate records in the motor vehicle database. The file is updated daily and can be retrieved daily. Escrow deposit of \$1,235 plus \$95 per week.

eTAG File: Contains one record for each eTAG created on a given day, Vehicle Transfer Notifications (VTNs), and Plate to Owner (PTO) records and provided via SFTP transfer. Escrow deposit of \$845 plus \$65 per week. Frequency must be selected as daily or weekly and whether DPPA or Non-DPPA information is included.

Data Request – Select all that apply

Record search options: ☒ MVINet Access ☐ Batch Inquiries

File types:

☐ Masterfile

☒ Special Plates File

☒ Weekly Updates with Dealer/Supplemental Files OR ☐ Weekly Updates without Dealer/Supplemental Files

☒ eTAG File - ☒ Weekly OR ☐ Daily AND ☒ DPPA OR ☐ Non-DPPA

MVINet Access Information – complete this section if you are requesting MVINet Access

Primary Security Administrator

First Name

Mark

Last Name

Pierce

Phone Number

713.587.7954

Email Address

Mark.Pierce@hctra.org

Secondary Security Administrator

First Name

Last Name

Phone Number

Email Address

Technical Contact Information - excludes MVINet

Technical Contact First Name

David

Last Name

Patterson

Phone Number

713.587.7613

Email Address

David.Patterson@hctra.org

Certification – State law makes falsifying information a third degree felony.

I certify the statements on this application are true and correct.

Lina Hidalgo

NOV 12 2019

Printed Name of Individual that Executed Contract

Date

Signature of Individual that Executed Contract



Request for External Access to Texas Motor Vehicle Systems

Instructions

Please complete the following information in order to add, change, or delete a user's access to TxDMV systems. A separate form must be completed for each user. The security administrator must provide approval by signing below. If a user is being added or changed, the employee must sign below and also complete the Information Resources Security Compliance and Confidentiality Agreement.

User Information

Account Name (must match name listed on contract)

Account Number

User ID (if user already exists)

Please select one of the following:

☐ Add New User

☐ Name Change for Existing User

☐ Delete Existing User

User First Name

Middle Name

Last Name

The user must sign below when being added or changed.

User Signature

Date

Security Administrator Information

Security Administrator Name

Phone Number

The Security Administrator must sign below when a user is being added or changed.

Security Administrator Signature

Date

Department Use Only

Refer to the executed contract and attachments to reference the information requested and permitted use.

Comments:

Information Resources Security Compliance and Confidentiality Agreement (VTR External Users)

I understand that the Texas Department of Motor Vehicles ("TxDMV") collects and maintains confidential and privileged information and permits access to data containing confidential and privileged information by contractual agreement with external users not employed by TxDMV.

I understand and agree that I will observe the standards of confidentiality that must be maintained as I exchange business and technical information and that unauthorized release of confidential information, or actions deemed negligent resulting in damages/loss of information resources¹ will result in termination of my contract and may also result in legal action.

I understand and agree that any and all information system password(s) or access procedure(s) I receive or devise for use with TxDMV's information systems are confidential and reserved for official state agency business only. I will not disclose to any unauthorized person(s)² any password(s) or access procedure(s) I am given or devise, and I will not post these procedure(s) or written password(s) where persons who are not authorized to use TxDMV's system may view them. Attempts to access and utilize TxDMV's information systems for other than their intended purposes may result in prosecution under the Computer Fraud and Abuse Act of 1986 as well as any other applicable statutes and regulations.

I understand and agree that I am responsible for all information system transactions performed as a result of access authorized by the use of my password(s) or procedure(s).

I agree **not** to attempt to circumvent information system security devices or procedures by using or attempting to use any transaction, software, files, or other resources that I am not authorized to use.

I understand that intentionally failing to observe these requirements or intentionally bypassing them may constitute a breach of information systems security as defined in the Texas Penal Code §33.02 and may result in immediate loss of information system access.

I acknowledge receipt of this agreement, understand its contents, and agree to abide by the terms set forth herein. Additionally, I have been informed that questions regarding this agreement and/or issues related to the release or disclosure of confidential information should be directed to the director of the TxDMV's Vehicle Titles and Registration Division.

User Signature

Date

Printed Name

¹ Information resources include computer systems, telephone systems, voicemail systems, fax systems, and regular mail systems as well as the procedures, equipment, and software that are designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors.

² Unauthorized person(s) include anyone who is not bound by a written confidentiality agreement. The Texas Department of Motor Vehicles maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

ORDER OF COMMISSIONERS COURT
Authorizing Agreement for Access to Texas Motor Vehicle Records With
the Texas Department of Motor Vehicles

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on NOV 12 2019, with all members present except none.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING MOTOR VEHICLE DATA SERVICE CONTRACT FOR
ACCESSING TEXAS MOTOR VEHICLE RECORDS WITH THE
TEXAS DEPARTMENT OF MOTOR VEHICLES

Commissioner Ellis introduced an order and moved that Commissioners Court adopt the order. Commissioner A. Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County a Motor Vehicle Data Service Contract for Accessing Texas Motor Vehicle Records with the Texas Department of Motor Vehicles. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioners Court

NOV 12 2019
APPROVE ELG
Recorded Vol _____ Page _____