



# Automobile Burglary & Theft Prevention Authority

## Board Meeting Austin, Texas

February 24, 2016



4000 Jackson Avenue  
Austin, Texas 78731  
[www.txwatchyourcar.com](http://www.txwatchyourcar.com)



**AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY**  
**FEBRUARY 24, 2016 9:00 AM**  
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**AGENDA  
BOARD MEETING  
AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY  
4000 JACKSON AVE., BUILDING 1, LONE STAR ROOM  
AUSTIN, TEXAS 78731  
WEDNESDAY, FEBRUARY 24, 2016  
9:00 A.M.**

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All agenda items are subject to possible discussion, questions, consideration, and action by the Board of the Automobile Burglary and Theft Prevention Authority (Board). Agenda item numbers are assigned for ease of reference only and do not necessarily reflect the order of their consideration by the Board. The Board reserves the right to discuss any items in executive session where authorized by the Open Meetings Act.

**1. CALL TO ORDER**

- A. Roll Call and Establishment of Quorum
- B. Approval of Transcript as Minutes
- C. Public Comment
- D. Comments from Chairman and Board Members
  - Commendations and Congratulations

**2. REPORTS - Bryan Wilson (including designated staff)**

**A. Director's Report**

Report on ABTPA-related activities identified by the Director as noteworthy, which may include reports on:

- 1. Budget
- 2. Grant Analysis
- 3. Educational Programs and Marketing
- 4. Agency Operations
- 5. Personnel Updates

**B. Interagency Contracts**

- 1. Texas Comptroller of Public Accounts
- 2. Texas Department of Public Safety - Motor Vehicle Theft Investigators School
- 3. Texas Department of Criminal Justice - Office of Inspector General - Fuginet

**3. BRIEFINGS AND ACTION ITEMS - Bryan Wilson (including designated staff)**

**A. Discussion about Strategic Planning Process and Meeting(s) in preparation for:**

- 1. Legislative Appropriation Request FY18-19
- 2. Rewrite ABTPA Enabling Statute
- 3. FY17 Grant Cycle

**B. Adoption of Rules under Title 43, Texas Administrative Code  
Chapter 57, Automobile Burglary and Theft Prevention  
Authority - David Richards**

Amendments to §57.9, Nonsupplanting Requirement; §57.14, Approval of Grant Projects; §57.18, Grant Adjustments; §57.48, Motor Vehicle Years of Insurance Calculations; and §57.51, Refund Determinations  
(Proposal Published November 13, 2015 - 40 TexReg 8016)

#### 4. EXECUTIVE SESSION

- A. Section 551.071** - Consultation with and advice from legal counsel regarding:
1. pending or contemplated litigation, a settlement offer;
  2. a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Government Code, Chapter 551; or
  3. any item on this agenda.
- B. Section 551.074** - Personnel matters. Discussion relating to the appointment, employment, evaluation, reassignment, duties, discipline, and dismissal of personnel.

#### 5. ACTION ITEMS FROM EXECUTIVE SESSION

#### 6. ADJOURNMENT

The Board will allow an open comment period to receive public comment on any agenda item or other matter that is under the jurisdiction of the Board. No action will be taken on matters that are not part of the agenda for the meeting. For subjects that are not otherwise part of the agenda for the meeting, Board members may respond in accordance with Government Code, Section 551.042 and consider the feasibility of placing the matter on the agenda for a future meeting.

Agenda items may be presented by the named presenters or other staff.

Pursuant to Sections 30.06 and 30.07, Penal Code (trespass by license holder with a concealed or openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun or a handgun that is carried openly.

Any individual with a disability who plans to attend this meeting and requires auxiliary aids or services should notify the department as far in advance as possible, but no less than two days in advance, so that appropriate arrangements can be made. Contact the Automobile Burglary and Theft Prevention Authority by telephone at (512) 465-4011.

I certify that I have reviewed this document and that it conforms to all applicable Texas Register filing requirements.

CERTIFYING OFFICIAL: David Richards, General Counsel, (512) 465-5665.



**Board Agenda Item**  
**Section 1. Call to Order Part A. Roll Call**

**NOTES:**

	Chief Carlos Garcia, Board Chairman Law Enforcement Representative – Port of Brownsville Police Department
	Major Wynn Reynolds – Board Member Law Enforcement Representative – Texas Department of Public Safety
	Ms. Ashley Hunter – Board Member Insurance Representative – HM Risk Group
	Mr. Ken Ross – Board Member Insurance Representative – State Farm Insurance
	Ms. Linda Kinney – Board Member Consumer Representative – Hays County
	Ms. Margaret “Jerry” Wright – Board Member Consumer Representative – Self Employed



## **Board Agenda Item**

### **Section 1. Call to Order Part B. Approval of Transcript as Minutes**

#### **NOTES:**

ABTPA Staff emailed the October 7, 2015 Board Meeting Transcript to all Board Members on October 23, 2015 for review.

## **Commendations and Congratulations**

### **Lubbock County Sheriff's Office**

#### **Commander Jerry Johnson**

Jerry Johnson started his career in 1964-1968 as USN Beach Jumper Unit One in which he did three tours in Vietnam.

In 1968, Jerry went to the Texas Department of Public Safety Academy and was a highway patrol with duty stations in Abernathy and Plainview.

In 1975, Jerry graduated from Wayland Baptist University with a Bachelor's of Arts degree.

In 1977, Jerry was promoted to Sergeant Investigator with Motor Vehicle Theft Service and was stationed in Humble, Texas, Harris County. In 1979, Jerry was transferred to Lubbock MVTS.

In 1992, Jerry was promoted to the rank of Lieutenant MVTS and was stationed in McAllen, Hidalgo County, Texas.

In 1993, Jerry moved back to Lubbock and was the first MVTS Lieutenant stationed in Lubbock with a staff of three investigators and a secretary.

In 1995, Jerry retired from DPS MVTS with 31 years, nine months of service with the rank of Lieutenant.

In September of 1995, Jerry was hired to write and apply for the original state grant to fund the Task Force for Lubbock County Criminal District Attorney's Office. As Chief Investigator, Jerry implemented the name of Lubbock County South Plains Auto Theft Task Force along with Fred Jack, retired DPS Narcotics Captain in Lubbock who was already working for the District Attorney.

In 2000, Jerry was promoted to Commander of the Lubbock County South Plains Auto Theft Task Force where he has remained until his retirement.

And finally, in 2016 Jerry retired from Lubbock County South Plains Auto Theft Task Force after 20 years, 4 months. Jerry's career has spanned 51 years in law enforcement.

#### **Ms. Kat Anderson**

Kat Anderson worked for Lubbock County for over 23 years before announcing her retirement. She started her career as the secretary for the Narcotics Division at the Lubbock County Sheriff's Office in 1992. In 1996, she was promoted to the Criminal Investigations Division where she served for two years until moving to the auto theft task force in 1998.

She served as the Administrative Assistant for the South Plains Auto Theft Task Force under the Lubbock County Criminal District Attorney's Office. In 2004, the Crime Prevention/Public Awareness Coordinator role was added to Kat's job description.

Kat expresses that she's had a very satisfying career with Lubbock County and is looking forward to seeing what the future holds: "I will continue to be part of TAVTI/SCRC, so I'm not riding off into the sunset."

## **Montgomery County Sheriff's Office**

### **Detective Keith Jones**

Detective Keith Jones has served with the Montgomery County Sheriff's Office for the past 26 years. Keith Jones started his career with the Montgomery County Sheriff's Office (MCSO) in 1990 as a Jail Deputy. He promoted to patrol in 1998 and served there for three (3) years. In 2001 he promoted to Detective and was assigned to the Montgomery County Auto Theft Task Force (MCATTF) and remained there until his retirement on February 29, 2016. Keith Jones has a Bachelor's Degree from Sam Houston State University and holds a Master Peace Officers and has been an asset to the MCATTF and MCSO. Detective Jones handled all on-line auctions for the task force and his service to our department and the task force will be missed. We wish to thank him for his 26 years of service to our community and wish him and his family all the best any future endeavors.



**Board Agenda Item**  
**Section 2. Reports Part A. Director's Report**

**NOTES:** Report on ABTPA – related activities identified by the Director as noteworthy, which may include reports on:

1. Budget
2. Grant Analysis
3. Educational Programs and Marketing
4. Agency Operations
5. Personnel Updates



FY2015 Budget Status as of 2/19/16						
ABTPA Category	Adjusted Budget	Expenditures	Encumbrances	Available Budget	Available Budget	% Available Budget
Salaries and Personnel Costs	\$ 309,142	\$ 299,826	\$ -	\$ 9,316	\$ 9,316	3.0%
Professional Fees & Services	\$ 73,561	\$ 65,615	\$ 6,718	\$ 1,228	\$ 1,228	1.7%
Consumable Supplies	\$ 4,000	\$ 2,516	\$ (0)	\$ 1,484	\$ 1,484	37.1%
Travel	\$ 24,000	\$ 15,248	\$ -	\$ 8,752	\$ 8,752	36.5%
Advertising and Promotion	\$ 9	\$ 8	\$ -	\$ 1	\$ 1	9.2%
All Other Operating	\$ 42,940	\$ 40,286	\$ 369	\$ 2,285	\$ 2,285	5.3%
Grants	\$ 14,450,000	\$ 13,212,469	\$ 1,231,179	\$ 6,353	\$ 6,353	0.0%
<b>Grand Total</b>	<b>\$ 14,903,652</b>	<b>\$ 13,635,968</b>	<b>\$ 1,238,266</b>	<b>\$ 29,418</b>	<b>\$ 29,418</b>	<b>0.20%</b>

Note: \$650k Obligated in AY 2016



FY2016 Budget Status as of Jan 31, 2016					
ABTPA Category	Adjusted Budget	Expenditures	Encumbrances	Available Budget	% Available Budget
Salaries and Personnel Costs	\$ 331,110	\$ 125,049	\$ -	\$ 206,061	62.2%
Professional Fees & Services	\$ 148,805	\$ 28,996	\$ 119,279	\$ 529	0.4%
Consumable Supplies	\$ 4,000	\$ 614	\$ 10	\$ 3,376	84.4%
Travel	\$ 16,100	\$ 2,904	\$ -	\$ 13,196	82.0%
Advertising and Promotion	\$ 406,691	\$ 15,167	\$ 78,900	\$ 312,624	76.9%
All Other Operating	\$ 59,873	\$ 16,000	\$ 5,111	\$ 38,762	64.7%
Grants	\$ 13,954,270	\$ 81,329	\$ 13,566,871	\$ 306,070	2.2%
<b>Grand Total</b>	<b>\$ 14,920,849</b>	<b>\$ 270,060</b>	<b>\$ 13,770,171</b>	<b>\$ 880,618</b>	<b>5.9%</b>

## GY 2015 ABTPA Closeout Summary

As of 16-Feb-2016

- ❖ **29 Grantees to close out – all had at least 1 exception**
- ❖ **128 Total exceptions for all grantees**
- ❖ **27 Grantees are now complete**
- ❖ **\$13.4 Million of \$13.8 Million budget has been paid to date**
- ❖ **3 Grantees billing for unallowable items - now resolved**
  - (e.g. food, ammunition, loss)
- ❖ **3 Grantees pending completion;**
  - 2 Grantees are reviewing their submissions for accuracy
  - 1 Missing signed copy of report / request
- ❖ **All Grantees met the statutory 20% cash match\*, however;**
  - 13 Grantees met or exceeded their Grants Award cash match commitment
  - 8 Grantees missed their Grants cash match commitment by less than 5%\*
  - 6 Grantees missed their Grants cash match commitment by 5% - 30%\*
  - 2 Grantees missed their Grants cash match commitment over 30%\*

\* all percentages as a % of the grant award amount.



## **GY 2016 ABTPA Q1 Payment Summary**

As of 16-Feb-2016

- ❖ **24 Grantees have submitted expenditure reports (22 on time)**
- ❖ **4 Grantees had no exceptions**
- ❖ **15 Grantees are now complete**
- ❖ **\$1.4 Million has been paid to date**
- ❖ **9 Grantees are pending completion;**
  - **5 Grantees have not provided appropriate supporting documentation**
  - **3 Grantees are reporting unbudgeted expenses**
  - **1 Expenditure Report was returned for Program Income discrepancies**



November 24, 2015

Chief Lee Howell  
City of Denton Police Chief  
601 E. Hickory  
Denton, Texas 76205  
Via Email: [lee.howell@cityofdenton.com](mailto:lee.howell@cityofdenton.com)

**ABTPA Board Members**

**Chief Carlos Garcia**  
Chair  
Law Enforcement Representative

**Jerry Wright**  
Consumer Representative  
El Paso, Texas

**Linda Kinney**  
Consumer Representative  
Dripping Springs, Texas

**Ken Ross**  
Insurance Representative  
State Farm Insurance  
Houston, Texas

**Ashley Hunter**  
Insurance Representative  
HM Risk Group  
Austin, Texas

Ex Officio Member  
**Steven C. McCraw**  
**Major Wynn Reynolds—Designee**  
Texas Department of Public Safety  
Austin, Texas

Vacant  
Law Enforcement Representative

**Bryan E. Wilson**  
Director

RE: Follow-up to ABTPA Board Action and Close out of FY15 Grant

Dear Chief Howell,

The FY15 Automobile Burglary and Theft Prevention Authority (ABTPA) grant term expired August 31, 2015. The City of Denton was awarded an FY16 ABTPA Grant in the amount of \$267,793 on June 23, 2015. During the grant terms negotiation period, ABTPA staff communicated non-supplanting clause information to the City of Denton staff. The ABTPA Board considered alternatives to the non-supplanting clause requirements at its meeting on October 7, 2015. On November 9, 2015, the ABTPA Director received a call from project director, Lieutenant Chris Summitt stating that the City of Denton would not accept the ABTPA FY16 grant under the requirements provided.

The *Uniform Grant Management Standards "Subpart C—Post-Award Requirements - Changes, Property, and Subawards"* beginning on page 78, provides general instructions to end grants. Based on these standards, the most effective method to close out this grant is for City of Denton to transfer the used equipment to the investigation unit in the Denton Police Department. These assets may be used by the police department for support of motor vehicle theft and burglary investigations. If it is determined that the equipment is not useful to your investigation unit, then please make it available to other ABTPA taskforces in the area. For example, since the 2014 Chevy Traverse is wrapped with ABTPA signage, and was reportedly paid for 100% by the ABTPA we would prefer that you transfer the vehicle to another ABTPA Taskforce. The City of Dallas ABTPA taskforce has expressed interest in this vehicle. In such case, the City of Denton would have to transfer the title to the vehicle to the City of Dallas. Our records show that there is no evidence of Program Income (cash) associated with this program. We are waiting for the FY15 Final Expense Report and Request for Funds. We have received the final inventory report.

This letter confirms our telephone conversation that the City of Denton has declined the FY16 ABTPA grant previously awarded. The City may apply again in response to future Request for Applications. Please call or write if you need additional information.

Sincerely,

Bryan E. Wilson  
Director

cc: Ms. Diane Chang, Senior Accountant, [diane.chang@cityofdenton.com](mailto:diane.chang@cityofdenton.com)  
Lieutenant Chris Summitt, [chris.summitt@cityofdenton.com](mailto:chris.summitt@cityofdenton.com)



## FY 2016 Grantee Progress Reports Summary

Period	Description
September 2015	24 Grantees submitted on time, -1 late (10/12/15)
October 2015	25 Grantees submitted on time
November 2015	25 Grantees submitted on time
December 2015	25 Grantees submitted on time
January 2016	25 Grantees submitted on time

Grantee Progress Reports are due on the tenth calendar day of the month.



**FY 2016 Grant Adjustment summary  
September 1, 2015 – February 16, 2016**

Grantee	Type of Request	Description	Date	Amount
City of Eagle Pass	Budget	For a trade-in to obtain a 2014 Ford Police Interceptor.	11/5/15	\$3,426.88
Lubbock County	Budget/Program	For the purchase of a 2016 4x4 truck with Program Income, enhancing program goals to include the recovery of stolen property left in rugged terrain.	11/7/15	\$37,606.00
City of Corpus Christi	Program	Modify terminology related to "agency assist" goals to more accurately describe program efforts to provide local agencies and businesses assistance with the reduction of auto burglaries.	12/15/15	-
Travis County	Budget	Utilize Program Income to replace two 2007 vehicles with a 2016 Chevrolet C 1500 4x4 (\$31,000) and equipment for Task Force to be used in rural areas to recover vehicles/stolen trailers.	1/7/16	\$62,000.00
City of Laredo	Budget/Program	Modify budget to purchase License Plate Reader (LPR) equipment for two vehicles, enhancing the program's goals for deploying LPRs and doubling the target number for LPR alert notifications.	2/16/16	\$31,412.00
<b>Total</b>		<b>5</b>		<b>\$134,444.88</b>

2 Budget
1 Program
2 Budget/Program

February 24, 2016  
 AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY  
 Educational Programs – FY16 Promotional Items

ABTPA's joint invitation for Bid with TxDMV was posted at Texas Procurement and Support Services (TPASS) on February 17, 2016 and will be opened on March 9, 2016.

<p style="text-align: center;">Tumblers</p>		<p>12,000 (increase number)</p>  <p>Logo on two sides of the cup</p>
<p style="text-align: center;">Jelly Sticky Pad (Cellmate)</p>		<p>15,000 (increase number)</p> 
<p style="text-align: center;">Mouse Pad with photo insert</p>		<p>4,000 (decreased Number)</p> 
<p style="text-align: center;">Grocery Tote</p>		<p>15,000</p> 
<p style="text-align: center;">Magnets</p>		<p>10,000</p>

**February 24, 2016**  
**AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY**  
**CURRENT ABTPA EDUCATIONAL PROGRAMS**

Format	Target audience	Title Summary	Internal/External	Communication objectives, key message, trigger event	Approx Year
Book	Grantees	Grant Administrative Guide	Internal	To explain Financial/Administrative Requirements, ABTPA Rules, Grant application instructions and post award information	2016
Social Media	General Public	Facebook page	External	To share updates about the division's activity and to raise awareness for auto burglary and theft prevention.	2016
Social Media	General Public	Twitter page	External	To share updates about the division's activity and to raise awareness for auto burglary and theft prevention.	2016
Webinars	Grantees	Monthly Grantee Webinar	Internal	Allows Grantees to share information about efforts to combat automobile burglary and theft. Grantees are allowed to share information about upcoming educational/promotional activities.	2016
Brochure	General Public	25 Tips brochure	External	Consumer tips on investing in vehicle protection, buying a used vehicle and using common sense precautions to prevent auto burglary and theft. Currently in English.	2016
Promotional Item	General Public	Key Tags	External	ABTPA Produced 3,000 Key Tags from the Texas multiple award schedule (TXMAS) contract, which has been set up to provide "best value" purchases.	2016
Promotional Item	General Public	Tape Measure Key Chain	External	ABTPA Produced 7,000 Tape Measures from the TXMAS contract.	2016
Promotional Item	General Public	Bic Pens	External	ABTPA Produced 5,000 Bic Pens from the TXMAS contract.	2016
Promotional Item	General Public	Coloring Book	External	ABTPA Produced 10,000 coloring books using legacy art work created by ABTPA in 2003. This may be the only coloring book with a specific auto crime prevention message.	2016
Promotional Item	General Public	Legacy Items	External	Items included Tote Bags, Car Pens, 25 Tips Brochures, Sun Visors for Cars, Citation Books.	Pre-2016
Push Card	General Public	Top Five Tips Card	External	To teach consumers the top 5 ways to prevent their vehicle from being stolen or burglarized. This item is in development but will be produced before summer 2016.	2016

**February 24, 2016**  
**AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY**  
**Recent ABTPA EDUCATIONAL PROGRAMS**

Prog. Reference #	Format	Target audience	Title Summary	Internal/External	Communication objectives, key message, trigger event	Approx Year	Comments
1	Book	Grantees	Grant Administrative Guide	Internal	To explain Financial/Administrative Requirements, ABTPA Rules, Grant application instructions and post award information	2016	
2	Social Media	General Public	Facebook page	External	To share updates about the division's activity and to raise awareness for auto burglary and theft prevention.	2016	
3	Social Media	General Public	Twitter page	External	To share updates about the division's activity and to raise awareness for auto burglary and theft prevention.	2015	
4	Ad	General Public	"Border" print Ad	External	To educate people about hiding their belongings, locking their cars to prevent auto burglary and theft. Available in English and Spanish.		You are Being Shadowed Campaign
5	Ad	General Public	"Generic" print Ad	External	To educate people about hiding their belongings, locking their cars to prevent auto burglary and theft. Available in English and Spanish.		You are Being Shadowed Campaign
6	Ad	General Public	"Most Wonderful Time of the Year" print ad	External	To encourage people to hide their Christmas shopping to prevent auto burglary. Available in English and Spanish and in 5.75"x10" and 3.792"x8" format.		ABTPA Holiday Campaign
7	Ad	General Public	"Motorcycle" print Ad	External	To educate people about hiding their belongings, securing their vehicles (including motorcycles) to prevent auto burglary and theft. Available in English and Spanish.		You are Being Shadowed Campaign
8	Ad	General Public	"You better Watch Out" print ad	External	To encourage people to hide their Christmas shopping to prevent auto burglary. Available in English and Spanish and in 5.75"x10" and 3.792"x8" format.		ABTPA Holiday Campaign
9	Book	General Public	Auto Burglary and Theft Prevention Authority 20 years (history)	Both	20 pages. To teach consumers how to protect themselves against vehicle burglary, theft, carjacking and insurance fraud	2011	20 years of preventing automobile Theft in Texas. Nice. 2011 Has QR code
10	Brochure	General Public	"Where You Are, They Are" brochure	External	To offer vehicle theft and burglary prevention tips. Available in English & Spanish.		4 fold available in spanish and english
11	Brochure	General Public	ABTPA At-A-Glance brochure	External	To educate a varied audience about ABTPA's work	2011	20 years of preventing automobile Theft in Texas. Nice trifold. 2011
12	Brochure	General Public	Top 25 Tips brochure	External	Consumer tips on investing in vehicle protection, buying a used vehicle and using common sense precautions to prevent auto burglary and theft. In English & Spanish.	2010	9/10/2010 Even has the DMV logo in spanish. 5 fold brochure
13	Brochure	General Public	TOP PERSONAL PROTECTION PACKET Against Vehicle Burglary, Theft, Carjacking and Insurance Fraud	External			Half size letter - no rev date
14	Fact Sheet	General Public, Grantees, Law Enforcement	2011 Fact Sheet	External	A two page snap-shot document regarding ABTPA's background, funding, structure, initiatives, public awareness	Yearly	

**February 24, 2016**  
**AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY**  
**Recent ABTPA EDUCATIONAL PROGRAMS**

Prog. Reference #	Format	Target audience	Title Summary	Internal/External	Communication objectives, key message, trigger event and that of the grantees	Approx Year	Comments
15	Newsletter	Law Enforcement Community, Grantees	e-Newsletter	External	To provide updates and reports on the activities of ABTPA and that of the grantees	Quarterly	
16	Poster	General Public	"Ohhh, You Better Watch Out" Poster	External	To encourage people to hide their Christmas shopping to prevent auto burglary. Available in English and Spanish		ABTPA Holiday Campaign
17	Poster	General Public	"Shadowed" poster	External	To educate people about hiding their belongings, locking their cars to prevent auto burglary and theft. Available in English and Spanish		You are Being Shadowed Campaign
18	Poster	General Public	"Where You Are, They Are" poster	External	To educate people about hiding their belongings, locking their cars to prevent auto burglary and theft. Available in English and Spanish		You are Being Shadowed Campaign
19	Poster	General Public	Lock your car. Hide your valuables. Take your keys signs	External	Signs placed in shopping mall parking lots and public garages across the state to remind people to be pro-active	As needed	
20	Push Card	General Public	ABTPA Info Card	External	To educate a varied audience about ABTPA's work	2011	20 years of preventing automobile Theft in Texas
21	Push Card	Insurance Industry	Push Card	External	To provide information on how to reduce auto burglary and theft to insurance companies	Other	Couldn't find an example of this one online sc
22	Push Card	General Public	Top Five Ways mailer	External	To teach consumers the top 5 ways to prevent their vehicle from being stolen or burglarized.		In English & Spanish.
23	Radio	General Public	"Accomplice" radio spot	External	To educate people about not leaving their keys in an unattended vehicle. Available in English & Spanish.		You Hold the Key Campaign
24	Radio	General Public	"Bonehead" 30 and 60 second spot	External	To educate people about not leaving their keys in an unattended vehicle. Available in English & Spanish.		You Hold the Key Campaign
25	Radio	General Public	"Old West Lock it or Lose It" Radio spot	External	To educate people about auto burglary and theft. Available in English and Spanish		Watch your Car Campaign
26	Radio	General Public	"Season for Taking" 30 and 60 second spot	External	To encourage people to hide their Christmas shopping to prevent auto burglary. Available in English and Spanish.		ABTPA Holiday Campaign
27	Radio	General Public	"Thieves Border" radio spot	External	To educate people about hiding their belongings, locking their cars to prevent auto burglary and theft. Available in English and Spanish.		You are Being Shadowed Campaign
28	Radio	General Public	"Thieves Generic" radio spot	External	To educate people about hiding their belongings, locking their cars to prevent auto burglary and theft. Available in English and Spanish.		You are Being Shadowed Campaign
29	Radio	General Public	"Thieves Motorcycle" radio spot	External	To educate people about hiding their belongings, securing their vehicles (including motorcycles) to prevent auto burglary.		You are Being Shadowed Campaign
31	TV	General Public	"Most Wonderful Time of the Year" TV PSA	External	To encourage people to hide their Christmas shopping to prevent auto burglary. Available in English and Spanish.		ABTPA Holiday Campaign
32	TV	General Public	"She Loves Me" TV Commercial	External	To educate people about auto burglary and theft		Watch your Car Campaign
33	TV	General Public	"The Shadow" TV PSA	External	To educate people about hiding their belongings, locking their cars to prevent auto burglary and theft. Available in English and Spanish.		You are Being Shadowed Campaign



Texas Department of Motor Vehicles

**Automobile Burglary and Theft Prevention Authority**

Grant Tracking and Reporting System



## Objectives and Background

### Objective

The objective of this Statement of Work (SOW) is to secure a grant management web application and deliverable based services for the Texas Department of Motor Vehicles (TxDMV), Automobile Burglary and Theft Prevention Authority's (ABTPA). These services will include grant submission, grant scoring, progress and expenditure report submission, payment tracking, and summary and detailed report generation modules.

### Background

TxDmv, ABTPA needs a management system to compliment the business model.

### Project Based Services

The work includes the creation, coding/configuration, testing, hosting and deployment of a web-based portal providing all items identified in support of TxDMV, ABTPA processes. The scope of this project also includes the necessary training and support required for TxDMV, ABTPA.

### Project Risks

Risk 1: Grant staff is currently working full time on managing grants. This fact may divert time and attention from the project and ultimately impact the overall timeline for completion.

Risk 2: The TxDMV Information Technology Division will have very limited staff to participate in the development and deployment of this system

### Description of Deliverables

Deliverable
1. Web Based Portal
2. Basic Application and Goals/ Strategies/ Activities
3. Application Submittal Signature Box
4. Application Scoring and Comment
5. Application Negotiation and Modification
6. Grant Approval and Acceptance
7. Grant Adjustments Requests and Approval
8. Document Upload Capabilities
9. Create Reports from Grantees
10. Creation of ABTPA Staff and Board Reports Section
11. Expenditure Report
12. Creation of Program Income and Other Revenue/Expense Tracker
13. Compliance Section
14. Creation of "Grant Close Out" Section
15. Creation of grantee specific Inventory Report" and "Equipment Disposition" Requests
16. Call log notes feature
17. Public Access Website
18. Training
19. Administrative Manual
20. Maintenance and evergreening
21. On-going Maintenance and support, software, mainframe (includes help desk for grantees and staff)
22. Cost estimate for cloud based hosting services

## ***Dan Price***

### **Grant Auditor III, Automobile Burglary and Theft Prevention Authority.**

Dan Price was hired to fill our Grant Auditor Position. This is a new position that is dedicated to the financial aspect of grant management. He conducts review of all financial documents such as grantee expenditure reports. Dan is also responsible to perform desk reviews of documents supporting a reimbursement claim and conducting on-site fiscal monitoring visits.



Dan started as a contractor obtained through Peak Performers/TIBH working on a project for the Automobile Burglary and Theft Prevention Authority (ABTPA). Dan had previously contracted for Department of State Health Services, Seton, and CapRidge Partners (in support of Teachers Retirement System). Dan has had previous experience performing auditing and finance work for the U.S. Air Force, Rollins, The Coca-Cola Company, Motorola, AMD, Bosch and other companies. Dan is a member of the American Institute of Certified Public Accountants and the Institute of Management Accounting and is a licensed insurance agent.

Dan served on the Board of Directors of the Motorola Credit Union – West and TruWest Credit Union, where he won the Dora Maxwell award from the Credit Union National Association. When time allows he serves the Habitat for Humanity, Steadfast Development, and the Institute for Human Services.

## ***Marybeth Menoskey***

**Executive Assistant, Automobile Burglary and Theft Prevention Authority.**



Marybeth Menoskey has worked for state agencies for the past 12 years. She started with the Texas Department of Public Safety then to the Department of State Health Services and now at the Department of Motor Vehicles. She moved to Colorado for a few years and worked at the Colorado Department of Labor and Employment before moving back to Texas. Before her state service she worked in retail at H.E.B. and Randall's.

Marybeth started her schooling at the University of Texas at Austin and finished her Bachelor's Degree from Colorado State University. Her major was in Public Administration and a minor in Human Resources.

THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

### INTERAGENCY COOPERATION CONTRACT

**THIS CONTRACT** is entered into by and between the State agencies shown below as Contracting Parties under the authority granted and in compliance with the provisions of Chapter 771 of the Government Code.

**I. CONTRACTING PARTIES:**

The Receiving Agency Texas Department of Motor Vehicle (TxDMV)  
The Performing Agency Texas Comptroller of Public Accounts (CPA)

**II. STATEMENT OF SERVICES TO BE PERFORMED:** The Performing Agency will undertake and carry out services described in **Attachment A**, Scope of Services.

**III. CONTRACT PAYMENT:** The total amount of this contract shall not exceed **\$20,000.00** and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed annually at \$10,000 per year.

**IV. TERM OF CONTRACT:** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins on September 1, 2015 or when fully executed by both parties, whichever is later and terminates August 31, 2017.

**V. THE AGREEING PARTIES** certify that:

1. The services specified in Attachment A are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government.
2. The proposed arrangements serve the interest of efficient and economical administration of the State Government.
3. The services or resources agreed upon are not required by Article XVI, Section 21 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.
4. This contract neither requires nor permits either party to exceed its duties and responsibilities or the limitations of its appropriated funds.

**VI. LEGAL AUTHORITY:**

The Receiving Agency further certifies that it has the authority to request the above services by authority granted in Texas Revised Civil Statutes, Article 4413 (37).

The Performing Agency further certifies that it has the authority to perform the services by authority granted in Texas Government Code, Chapter 403.

This contract, including the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, and **Attachment C**, General Terms and Conditions and incorporated into this contract by this reference, contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this contract shall be of no force or effect unless contained in a subsequent writing, signed by both parties.

**THE UNDERSIGNED PARTIES** bind themselves to the faithful performance of this contract.

**THE RECEIVING AGENCY**

Texas Department of Motor Vehicles

By:

Whitney H Brewster  
AUTHORIZED SIGNATURE

Whitney Brewster, Executive Director  
TYPED OR PRINTED NAME AND TITLE

12-22-15

DATE

**THE PERFORMING AGENCY**

Texas Comptroller of Public Accounts

By:

Mike Reissig  
AUTHORIZED SIGNATURE

Mike Reissig, Deputy Comptroller  
TYPED OR PRINTED NAME AND TITLE

1-4-16

DATE

**ATTACHMENT A**  
**Interagency Cooperation Contract**  
**Scope of Services**

---

**The parties agree that with regard to forms:**

1. The CPA and the TxDMV, Automobile Burglary and Theft Prevention Authority (ABTPA) Division shall develop fee assessment forms and instructions annually. The content and format of the fee assessment forms and instructions shall incorporate the current statutory requirements, TxDMV procedural changes, and the ABTPA administrative rule amendments that may affect the fee assessment of the property and casualty insurers writing policies covering motor vehicles.
2. The CPA shall produce all fee assessment forms and instructions.
3. The CPA shall mail the fee assessment report in January of each year to those insurers filing a paper report; CPA shall notify electronic filers of this assessment report by email of an upcoming due date. The CPA shall mail the semi-annual payment worksheet in June for the payment due in August to all Texas licensed property and casualty insurers regardless of the method used to report and pay this assessment.
4. The TxDMV shall provide any procedural changes and rule changes made by ABTPA that may affect fee assessment and fee assessment forms to the CPA at least three months prior to the CPA's two (2) mailings of the fee assessment forms and instructions.
5. The TxDMV shall publish and mail to all Texas licensed property and casualty insurers procedural changes and rule changes adopted by the ABTPA that may affect the fee assessment when the changes occur within the three months prior to the CPA's mailing of the fee assessment forms and instructions. The TxDMV shall also publish and mail to the insurers all procedural changes and rule changes adopted by the ABTPA when they occur subsequent to the CPA's mailing date.

**The parties agree that with regard to the collection of fee assessment and reports:**

1. The CPA shall collect for the TxDMV the motor vehicle fees assessed against Texas licensed property and casualty insurers writing policies covering motor vehicles pursuant to Texas Revised Civil Statutes, Article 4413(37), two (2) times per year no later than August 1 for the first six months of the year and no later than March 1 for the second six months of the year.
2. The ABTPA is appropriated an amount from General Revenue based on the General Appropriations Act. The CPA shall deposit the assessment payments and clear the revenues into Unappropriated General Revenue. All funds related to ABTPA which CPA receives into or disburses from Unappropriated Revenue will be identified as ABTPA funds ("Program Cost Account"). CPA shall reconcile the Program Cost Account each month.
3. All interest and other earnings shall be credited to General Revenue Fund. On or about May 31 and October 31 CPA's Appropriations Control in the Fiscal Management Division of CPA will provide to TxDMV the current balance and activity in the Program Cost Account.
4. The CPA shall enter report data and payment information into a database, identifying those companies failing to either file a form and/or pay the assessment.
5. The CPA shall identify and report to the TxDMV the Texas licensed property and casualty insurers that fail to file the fee assessment form or render payment. The CPA will issue letters of non-compliance to the insurers, approximately 30 days after the filing due date. Upon the mailing of this letter, the CPA shall refer these cases to the TxDMV.
6. The CPA will send a billing notice to the Texas licensed property and casualty insurers writing policies covering motor vehicles identified as filing the fee assessment form but failing to pay the correct assessment amount. Upon mailing of this notice, the CPA will refer these cases to the TxDMV Notwithstanding the foregoing and paragraph 5, above, CPA has no duty to refer a case of non-compliance to the TxDMV Office of General Counsel at any time during the term of this Contract.
7. The CPA shall deliver filing and payment data to the TxDMV. At no time will CPA be responsible for the collection and enforcement of the fee assessments. If CPA personnel are required to testify in any proceeding regarding the administration and collection of fees, the TxDMV shall pay reasonable expert witness fees to the CPA.

8. CPA shall promptly refund assessment amounts in accordance with applicable State law and attendant regulations.

**The parties agree that with regard to reporting:**

1. The CPA serves in a ministerial role in regard to reporting the status of collections as stated above.

**ATTACHMENT B**  
**Interagency Cooperation Contract**  
**Estimated Budget**  
**Collection of TxDMV, ABTPA Motor Vehicle Fees**

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**MAXIMUM AMOUNT PAYABLE:     \$20,000.00 (\$10,000.00 per Fiscal Year)**

The TxDMV shall pay the CPA \$10,000.00 per Fiscal Year for performing the services listed in Attachment A, which include the following:

- ◆ all costs associated with answering routine inquiries regarding fee assessment from property and casualty insurers ;
- ◆ retaining and maintaining fee assessment information in the designated database;
- ◆ identifying Texas licensed property and casualty insurers that owe the assessment;
- ◆ contacting non-complying property and casualty insurers; and
- ◆ reporting to the TxDMV the status of the collections.

**CPA shall prepare and submit to ABTPA through TxDMV an Interagency Transaction Voucher or Invoice (“ITV”) for the services prior to the end of each Fiscal Year in which the services were rendered. TxDMV shall remit payment to CPA promptly.**

**ATTACHMENT C**  
**Interagency Cooperation Contract**  
**General Terms and Conditions**

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**Article 1. Amendments**

This contract may only be amended by written agreement executed by both parties prior to the expiration of the contract, however, Performing Agency expressly reserves the right in its sole discretion, to amend the contract unilaterally with ten (10) business days written notice to ensure compliance of the contract or either party with state or federal law or other regulation.

**Article 2. Records**

The Performing Agency agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four (4) years from the date of final payment under the contract. These materials shall be made available for inspection and copying by the Receiving Agency, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.

**Article 3. Performing Agency Resources**

All employees of the Performing Agency and Receiving Agency shall have adequate knowledge and experience to enable them to perform the duties assigned to them under this contract.

**Article 4. Additional Work**

- A. If the Performing Agency is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify the Receiving Agency in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If the Receiving Agency in its sole discretion finds that the work does constitute additional work, the Receiving Agency shall so advise the Performing Agency and a written amendment will be executed. The Performing Agency shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. The Receiving Agency shall not be responsible for actions by the Performing Agency or for any costs incurred by the Performing Agency relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

**Article 5. Disputes**

The Parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this Contract; provided however, nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

**Article 6. No Assignment**

Neither party shall assign, sublet, or transfer any interest in this agreement.

**Article 7. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

**Article 8. Termination**

This contract may be terminated by satisfactory completion of all services and obligations contained in this contract, by mutual written agreement, or by either party unilaterally after 30 days' written notice to the other party. The Performing Agency shall neither incur nor be reimbursed for any new obligations after the effective date of termination.

**Article 9. Basis for Calculating Reimbursement Costs**

The Receiving Agency will reimburse the Performing Agency for costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Budget. The Receiving Agency shall compensate the Performing Agency in accordance with Sections 771.007 and 771.008 of the Texas Government Code.

**Article 10. Availability of Funds; Legislative Action.**

Both parties are state agencies whose authority and appropriations are subject to actions of the Texas Legislature. If either party becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render either party's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, neither party will be liable to the other for any damages, which are caused or associated with such termination or cancellation. The party terminating or cancelling under this Section shall not be required to provide advance notice.

**Article 11. Authority of State Auditor**

The parties acknowledge the State Auditor's authority to conduct audits of state agencies under Chapter 321, Texas Government Code.

**Article 12. Notices**

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Performing Agency:</b>	Texas Comptroller of Public Accounts Attention: General Counsel Division, Contracts Section, Robin Reilly 111 E. 17 <sup>th</sup> Street Austin, Texas 78711-3528
<b>Receiving Agency:</b>	Texas Department of Motor Vehicles Attention: Bryan E. Wilson ABTPA Director 4000 Jackson Avenue Austin, Texas 78731

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**Article 13. Force Majeure**

Neither party shall be liable to the other for any delay in, or failure of performance of, any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

**Article 14. No Waiver**

The contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies,

or immunities available to a Party under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither Party waives any privileges, rights, defenses, or immunities available to it as an agency of the State of Texas, or otherwise available to it, by entering into this contract or by its conduct prior to or subsequent to entering into this contract.

**Article 15. Severability**

If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

**Article 16. Headings**

The headings used in this contract are for ease of reference only and will not be used to interpret any aspect of this contract.

**Article. 17. Survival**

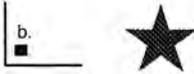
The expiration or termination of this contract shall not affect the rights and obligations of the parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.

**Article 18. Governing Law; Venue**

This contract is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this contract are due in Travis County and venue is proper only in such county.

**Article 19. Texas Public Information Act**

Each party is responsible for complying with the provisions of Chapter 552, Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. The parties shall comply with all applicable state and federal laws and regulations regarding data confidentiality, privacy and security.



# Texas Automobile Burglary and Theft Prevention Authority Assessment Report

A report must be filed even if no assessment is due.

a. T Code ■ 76100

c. Taxpayer number  
■

d. Filing period  
**SELECT FILING PERIOD**

e.  
■

f. Due date

g. Taxpayer name and tax report mailing address (Make any necessary name or address changes below.)

h. IMPORTANT  
Blacken this box if your mailing address has changed. Show changes beside the preprinted information, → 1.   
i.  j.

## Instructions for Computing the Automobile Burglary and Theft Prevention Authority Assessment

Vernon's Civil Statutes, Title 70, Chapter 9, Article 4413(37), Section 10, requires each licensed insurer that issues any form of motor vehicle insurance to pay an assessment to the Automobile Burglary and Theft Prevention Authority (ABTPA). The Comptroller's office collects the assessment on behalf of the Automobile Burglary and Theft Prevention Authority.

### WHO MUST FILE

All licensed property and casualty insurance companies, including interinsurance or reciprocal exchanges, mutual companies, mutual associations, Mexican Casualty Companies, Lloyd's plans or risk retention groups writing any form of motor vehicle insurance in this state as defined in Article 5.01(e), Insurance Code, are required to compute and pay the assessment.

(Instructions continued on back.)

SECTION I - FIRST PERIOD (See instructions on back.)	Motor Vehicle Years (whole numbers only)	Assessment Rate	Assessment Due
A. Total number of motor vehicle years for the period Jan. 1 - June 30	■	X \$2.00 = A. ■	\$ .00
SECTION II - SECOND PERIOD (See instructions on back.)	Motor Vehicle Years (whole numbers only)	Assessment Rate	Assessment Due
B. Total number of motor vehicle years for the period July 1 - Dec. 31	■	X \$2.00 = B. ■	\$ .00
SECTION III - SUMMARY			
1. Total assessment due for the year (Add Items A and B)		1. ■	\$ .00
2. Semi-annual payment made for assessment period Jan. 1 through June 30		2. ■	\$
3. TOTAL AMOUNT DUE AND PAYABLE (Item 1 minus Item 2)		3. ■	

Form 25-106 (Rev.10-15/23)

k.  l.

Taxpayer name

■ T Code    ■ Taxpayer number    ■ Period

76020

I declare the information in this document and all attachments is true and correct to the best of my knowledge and belief.

Authorized agent  
**sign here** ▶

Preparer's name (Type or print.)

Daytime phone (Area code & number)      Date

Make the amount in Item 3 payable to STATE COMPTROLLER  
Mail to: COMPTROLLER OF PUBLIC ACCOUNTS  
P.O. Box 149356  
Austin, TX 78714-9356

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone number listed on this form.

111 A

## Instructions for Computing the Automobile Burglary and Theft Prevention Authority Assessment

### General Instructions

- If any preprinted information is not correct, mark out the item and write in the correct information.
- Do not write in shaded areas.

### When to File

Payments are due semi-annually: March 1 for the last six months of the previous year; Aug. 1 for the first six months of the current year.

### Refunds

An insurer that seeks either a refund of the assessment or a determination of the sufficiency of their semi-annual payments must notify the Authority **in writing** not later than four years after the date the assessment was paid. This includes amending a report that would generate a refund. Send refund requests to:

Automobile Burglary and Theft Prevention Authority  
c/o Texas Department of Motor Vehicles  
4000 Jackson Avenue  
Austin, TX 78731-6007  
Email: AskABTPA@txdmv.gov

### For Assistance with Form Completion

If you have any questions regarding Insurance Tax, call 1-800-252-1387. Our Web address is [www.comptroller.texas.gov](http://www.comptroller.texas.gov).

### For Specific Information Regarding the Assessment

If you have questions about the assesment, contact the Automobile Burglary and Theft Prevention Authority at AskABTPA@txdmv.gov or call 512-465-1485.

### Policies Subject to the Assessment

Every form of insurance on any automobile or other vehicle hereinafter enumerated and its operating equipment or necessitated by reason of the liability imposed by law for damages arising out of the ownership, operation, maintenance or use in this state of the following:

- |                  |                              |                 |  |
|------------------|------------------------------|-----------------|--|
| • any automobile | • tractor                    | • truck         | • any vehicle trailer or semi-trailer pulled or towed by a motor vehicle |
| • motorcycle     | • traction engine            | • truck-tractor |  |
| • motorbicycle   | • any self-propelled vehicle | • autocycle     |  |

The following are **excluded** from consideration for this assessment:

- |   |   |
|---|---|
| • every motor vehicle running only upon fixed rails or tracks | • nonresident policies  |
| • policies providing mechanical breakdown coverage            | • policies providing only non-ownership or hired auto coverages |
| • garage liability policies                                   |   |

### Calculation of Motor Vehicle Years

"Motor vehicle years" is defined as the total number of motor vehicles covered under an insurer's policies for the year or portion of the year at the time the policies are issued. The assessment is based on the percentage of a year covered under the term of the policy, times the number of vehicles covered by that policy, times the number of policies written or renewed during the year covering that same number of vehicles and the same percent of a year covered under the term of the policy. For purposes of calculating the percent of a year for the term of a policy, two methods may be used:

- (1) A pro rata method with the number of days covered under the term of the policy divided by 365, or
- (2) A monthly basis, with the number of months for the term of a policy divided by 12. Fractions of a month should be rounded up to a full month when using this method.

In the calculation of motor vehicle years, the following items should be noted:

- **Policy cancellations** for any reason have no effect on the assessment amount due for the vehicles covered by such policies. Once a policy is delivered, issued for delivery or renewed during each semi-annual period, the assessment accrues based on the total motor vehicle years at that time. If a policy is written and later cancelled, the ABTPA assessment would be due. A flat cancellation of an insurance policy means that no insurance coverage was provided; therefore, no ABTPA assessment is due.

- **Endorsements adding vehicles** accrue "motor vehicle years" in the year of the endorsement, prorated for the remainder of the policy period as determined in the Calculation of Motor Vehicle Years.
- **Endorsements deleting vehicles** are treated in the same manner as a cancellation. If a vehicle is removed from a policy by endorsement, the full ABTPA assessment is still due.
- **Vehicles substituted** on existing policies by endorsement, if substituted concurrently, should not be subject to additional assessments.
- **Policies delivered, issued for delivery or renewed** with an effective period that extends into the next period or year will be counted 100% in the period or year of issue.

The sum of all resulting motor vehicle years is multiplied by \$2. For instance, if an insurance company sells 500 six-month policies, each of which covers four vehicles, and 200 annual policies, each of which covers three vehicles, then the assessment due is calculated as follows:

$$\begin{array}{r} .5 \text{ year} \times 4 \text{ vehicles} \times 500 \text{ policies} = 1,000 \text{ motor vehicle years} \\ 1.0 \text{ year} \times 3 \text{ vehicles} \times 200 \text{ policies} = 600 \text{ motor vehicle years} \\ \hline \text{Total } 1,600 \text{ motor vehicle years} \end{array}$$

The insurer would thus pay \$2 times 1,600, or \$3,200, for its 700 policies.

### Recouping Assessment Payments

Insurers may recoup this assessment from policyholders as authorized by Administrative Rule 28 TAC Section 5.205.



Electronic reporting and payment options are available 24 hours a day, 7 days a week. Have this form available when you log on.

[www.comptroller.texas.gov/webfile](http://www.comptroller.texas.gov/webfile)

# Texas Automobile Burglary and Theft Prevention Authority Assessment Semi-Annual Payment Worksheet

(Licensed Companies and Miscellaneous Organizations)

a. Taxpayer number	b. Filing period	c.	d. Due date
--------------------	------------------	----	-------------

e. Taxpayer name and tax report mailing address

**Taxpayers with no payments due or taxpayers making payments by electronic fund transfers are NOT required to file this form.**

For information about Insurance Tax, call 1-800-252-1387. Details are also available online at [www.comptroller.texas.gov](http://www.comptroller.texas.gov).

**NOTE:** Insurers may recoup this assessment from policyholders as authorized by 28 TAC, Section 5.205.

### Who Must File

All licensed property and casualty insurance companies, including interinsurance or reciprocal exchanges, mutual associations, Mexican Casualty Companies or Lloyd's plans that have written any form of motor vehicle insurance in this state as defined in Article 5.01(e), Insurance Code, during the first six months of the year are required to compute and pay the assessment.

### For Specific Information for Questions Regarding the Assessment

All requests for information, other than form completion, should be referred to the Automobile Burglary and Theft Prevention Authority (ABTPA) at [AskABTPA@txdmv.gov](mailto:AskABTPA@txdmv.gov) or call 512-465-1485.



Electronic reporting and payment options are available 24 hours a day, 7 days a week. Have this form available when you log on.

[www.comptroller.texas.gov/webfile](http://www.comptroller.texas.gov/webfile)

**(Instructions continued on back.)**

<u>CALCULATION</u>	
1. Total number of motor vehicle years for policies effective Jan. 1 - June 30, current year .....	1. _____
2. Assessment rate .....	2. <b>2.00</b>
3. TOTAL AMOUNT DUE AND PAYABLE (Multiply Item 1 by Item 2) .....	3. _____

**DETACH BELOW AND KEEP THE UPPER PART FOR YOUR RECORDS**

RETURN ONLY THIS PART WITH YOUR PAYMENT

Form 25-107 (Rev.10-15/20)



## Texas Automobile Burglary and Theft Prevention Authority Assessment Semi-Annual Payment

4. TOTAL AMOUNT DUE AND PAYABLE (See Item 3.) ..... 4. ■

Taxpayer name	e.	f.
---------------	----	----

■ T Code    ■ Taxpayer number    ■ Period

76020

Make the amount in Item 4 payable to STATE COMPTROLLER	Mail to COMPTROLLER OF PUBLIC ACCOUNTS P.O. Box 149356 Austin, TX 78714-9356
--	--

I declare the information in this document and all attachments is true and correct to the best of my knowledge and belief.	
Authorized agent	
<b>sign here</b> ▶	
Preparer's name (Type or print.)	
Daytime phone (Area code & number)	Date

**You have certain rights** under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone number listed on this form.

111 A

## Instructions for Computing the Automobile Burglary and Theft Prevention Authority Assessment

### When to File

- Payments are due semi-annually:
- March 1 for the last six months of the previous year
  - Aug. 1 for the first six months of the current year

### Refunds

An insurer that seeks either a refund of fees or a determination of the sufficiency of their semi-annual payment must notify the Authority **in writing** not later than four years after the date the semi-annual payment was made. This includes the amending of a report that would generate a refund. Send refund requests to:

Automobile Burglary and Theft Prevention Authority  
 c/o Texas Department of Motor Vehicles  
 4000 Jackson Avenue  
 Austin, TX 78731-6007

### For Assistance with Form Completion

If you have any questions regarding Insurance Tax, contact us at 1-800-252-1387 or [www.comptroller.texas.gov/taxhelp](http://www.comptroller.texas.gov/taxhelp).

### General Instructions

- If any preprinted information is not correct, mark out the item and write in the correct information.
- TYPE OR PRINT.
- Do not write in shaded areas.

### Policies Subject to the Assessment

Every form of insurance on any automobile, or other vehicle listed below and its operating equipment or necessitated by reason of the liability imposed by law for damages arising out of the ownership, operation, maintenance or use in this state of the following:

- |   |   |  |
|---|---|--|
| <ul style="list-style-type: none"> <li>• any automobile</li> <li>• motorcycle</li> <li>• motorbicycle</li> <li>• truck</li> </ul> | <ul style="list-style-type: none"> <li>• tractor</li> <li>• traction engine</li> <li>• any self-propelled vehicle</li> <li>• truck-tractor</li> </ul> | <ul style="list-style-type: none"> <li>• autocycle</li> <li>• any vehicle trailer, or semi-trailer pulled or towed by a motor vehicle</li> </ul> |
|---|---|--|

The following are **excluded** from consideration for the assessment:

- every motor vehicle running only on fixed rails or tracks
- policies providing mechanical breakdown coverage
- garage liability policies
- nonresident policies
- policies providing only non-ownership or hired auto coverages

### Calculating Motor Vehicle Years

"Motor vehicle years" defined as the total number of motor vehicles covered under an insurer's policies for the year or portion of the year at the time the policies are issued. The assessment is based upon the percentage of a year covered under the policy, times the number of vehicles covered by that policy, times the number of policies delivered, issued for delivery or renewed during each semiannual period covering the same number of vehicles and the same percent of a year covered under the policy. For purposes of calculating the percent of a year for a policy, you can use one of the following methods:

- (1) A pro rata method with the number of days covered under the policy divided by 365, or
- (2) A monthly basis, with the number of months for the policy divided by 12. Fractions of a month should be rounded up to a full month when using this method.

In the calculation of motor vehicle years, the following items should be noted:

- **Policy cancellations** for any reason have no effect on the assessment amount due for the vehicles covered by such policies. Once a policy is delivered, issued for delivery or renewed during each semi-annual period, the assessment accrues based on the total motor vehicle years at that time. If a policy is written and later cancelled, the ABTPA assessment would be due. A flat cancellation of an insurance policy means that no insurance coverage was provided; therefore, no ABTPA assessment is due.
- **Endorsements adding vehicles** accrue "motor vehicle years" in the year of the endorsement, prorated for the remainder of the policy period as determined in the Calculation of Motor Vehicle Years.
- **Endorsements deleting vehicles** are treated in the same manner as a cancellation. If a vehicle is removed from a policy by endorsement, the full ABTPA assessment is still due.
- **Vehicles substituted** on existing policies by endorsement, if substituted concurrently, are not subject to additional assessments.
- **Policies delivered, issued for delivery or renewed** with an effective period that extends into the next period or year will be counted 100% in the period or year of issue.

The sum of all resulting motor vehicle years is multiplied by \$2. For instance, if an insurance company sells 500 six-month policies, each of which covers four vehicles, and 200 annual policies, each of which covers three vehicles, then the assessment due is calculated as follows:

$$\begin{array}{r}
 .5 \text{ year} \times 4 \text{ vehicles} \times 500 \text{ policies} = 1,000 \text{ motor vehicle years} \\
 1.0 \text{ year} \times 3 \text{ vehicles} \times 200 \text{ policies} = 600 \text{ motor vehicle years} \\
 \hline
 \text{Total } 1,600 \text{ motor vehicle years}
 \end{array}$$

The insurer would pay \$2 times 1,600, or \$3,200, for its 700 policies.

### Recouping Assessment Payments

Insurers may recoup this assessment from policyholders as authorized by Administrative Rule 28 TAC Section 5.205.





October 20, 2015

**ABTPA Board Members**

**Chief Carlos Garcia**  
*Chair*  
Law Enforcement Representative  
Brownsville, Texas

**Jerry Wright**  
Consumer Representative  
El Paso, Texas

**Linda Kinney**  
Consumer Representative  
Dripping Springs, Texas

**Ken Ross**  
Insurance Representative  
State Farm Insurance  
Houston, Texas

**Ashley Hunter**  
Insurance Representative  
HM Risk Group  
Austin, Texas

Ex Officio Member  
**Steven C. McCraw**  
**Major Wynn Reynolds—Designee**  
Texas Department of Public Safety  
Austin, Texas

Law Enforcement Representative  
*Vacant*

**Bryan E. Wilson**  
Director

The Honorable Glenn Hegar  
Texas Comptroller of Public Accounts  
111 E. 17th Street  
P.O. Box 13528, Capitol Station  
Austin, Texas 78711-3528

RE: Art. 4413(37), §6A(a), Revised Civil Statutes; Determination of Sufficiency of Payments; Refund Request by American National Insurance Company (“ANICO”)

**FORMAL REQUEST FOR REVIEW**

Dear Mr. Hegar;

Please allow this correspondence to serve as my formal request that your agency assist the Automobile Burglary and Theft Prevention Authority (“ABTPA”) in making its determination under the above-referenced statute.

As you know, the ABTPA administers a grant funded program designed to combat motor vehicle burglary and theft and economic motor vehicle theft problems in Texas. The grant program, established by the Texas Legislature in 1991, is funded by the assessment of a \$2 fee paid to the ABTPA by insurance companies that write any form of motor vehicle insurance in this state, including an interinsurance or reciprocal exchange, mutual company, mutual association, or Lloyd’s plan. (Art. 4413(37), §10, Revised Civil Statutes). Pursuant to a decade old Interagency Agreement between the ABTPA and the Comptroller of Public Accounts (CPA), your office collects the fees paid by insurers under this statute.

Under the statute, the ABTPA is charged with “determining the sufficiency of payments made by an insurer of fees collected pursuant to Section 10 of this article.” [Art. 4413(37) §6A(a), Revised Civil Statutes]. Once a determination is made, the Authority may (1) notify the comptroller that payments made by an insurer are sufficient; and (2) request the comptroller to draw warrants on the funds available to the authority for the purpose of refunding monies to an insurer.

ANICO’s refund claim(s) [allegedly totaling \$391,907] present unique and complex insurance, tax, and corporate structure issues which are well beyond the expertise of the ABTPA board and staff; and thus, this request for your office’s assistance.

The Honorable Glenn Hegar  
October 20, 2015  
Page 2

Specifically, the type of motor vehicle insurance sold under this so-called short term product line is referred to by ANICO as "single interest or forced pay" policies. Secondly, the refund claim(s) appear to involve amended filings from the large or parent organization with multiple divisions and/or subsidiaries also included on the same original filings. Further uncertainty is created by the exact nature and/or structure of ANICO's business model (i.e. the company is a multi-divisional organization with various motor vehicle insurance product lines).

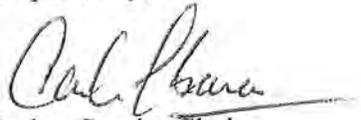
ABTPA concludes that a more in depth review is warranted and that such review will require the expertise of the CPA to address the complex issues raised by ANICO's refund request.

Therefore, I am making a formal request that your agency review this matter and provide the ABTPA with your findings regarding ANICO's refund request so that the ABTPA can timely render a decision.

Thank you and your staff in advance for considering my request for assistance. In the event that you or your staff have any questions regarding this request, please do not hesitate to contact me or the ABTPA Director, Bryan Wilson.

We look forward to hearing from your office soon.

Respectfully,



Carlos Garcia, Chair  
Automobile Burglary and Theft Prevention Authority

**Cc:** Ms. Whitney Brewster, Executive Director, Texas Department of Motor Vehicles  
Ms. Shelly Mellott, Deputy Executive Director, Texas Department of Motor Vehicles  
Mr. David Richards, General Counsel, Automobile Burglary and Theft Prevention Authority  
Mr. Bryan Wilson, Director, Automobile Burglary and Theft Prevention Authority

**Enclosures:**

Page 1-Refund Request by ANICO dated August 25, 2015 received September 1, 2015 by ABTPA

**Available for Review:**

Amended request for refund, Supporting sample documents, amended fee filings, ANICO's insurance policy data files



AMERICAN NATIONAL INSURANCE COMPANY

CHARLIE DELGADO, ASSISTANT VICE PRESIDENT, CREDIT INSURANCE FINANCIAL AND RISK MANAGEMENT  
2450 SOUTH SHORE BLVD., SUITE 502, LEAGUE CITY, TX 77573  
Bus: (281) 535-7432



August 25, 2015

Bryan Wilson  
Director  
Automobile Burglary & Theft Prevention Authority  
4000 Jackson Ave  
Austin, TX 78731

Dear Mr. Wilson:

Pursuant to the passage of House Bill No. 2424 in the 2015 Legislative Session that becomes effective September 1, 2015, I would like to file for a refund on-behalf of American National County Mutual Insurance Company (ANCMIC) in the amount of \$380,733.00 from 2010-2012 as shown in the schedule below. The refund was previously requested and denied between Jan 1, 2010 and Sep 1, 2015 based solely on failure to meet the now defunct six month limitation. These fees were not passed on to the borrowers but were paid by ANCMIC. On October 14, 2013, the ABTPA Board granted a refund of \$177,248.00 for the 2<sup>nd</sup> payment of 2012 as it was with the six month limitation rule, leaving the remaining portion of the overpayment in the amount of \$380,733.00 not yet refunded.

	Originally filed Assessment fees	Revised Assessment fees	ANICO refund requested
2010 1st filing	35,778	8,596	27,182
2010 2nd filing	40,193	8,601	31,592
2011 1st filing	57,875	14,519	43,356
2011 2nd filing	154,232	31,773	122,459
2012 1st filing	206,052	38,734	167,318
2012 2nd filing	210,906	44,832	166,074
2012 2nd filing refund			(177,248)

Amount requested as refund	\$ 380,733
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Attached you will find all prior correspondence with the Automobile Burglary and Theft Prevention Authority (ABTPA) and Texas Comptroller's office dating back to August 2013. If you have any additional questions please feel free to contact me. Thank you for your attention to this matter.

Best regards,

Charlie Delgado

CD/cd

THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

**INTERAGENCY COOPERATION CONTRACT**

**THIS CONTRACT** is entered into by and between the State agencies shown below as Contracting Parties under the authority granted and in compliance with the provisions of Chapter 771 of the Government Code.

**I. CONTRACTING PARTIES:**

The Receiving Agency Texas Department of Motor Vehicles (TxDMV), Automobile Burglary Theft Prevention Authority (ABTPA)  
The Performing Agency Texas Department of Public Safety (TXDPS), Criminal Investigations Division (CID)

- II. STATEMENT OF SERVICES TO BE PERFORMED:** The Performing Agency will undertake and carry out services described in **Attachment A, Scope of Services.**
- III. CONTRACT PAYMENT:** The total amount of this contract shall not exceed **\$50,000.00** and shall conform to the provisions of **Attachment B, Budget.** Payments shall be billed **quarterly.**
- IV. TERM OF CONTRACT:** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins **September 1, 2015 or when fully executed by both parties, whichever is later and terminates August 31, 2016.**

**V. THE AGREEING PARTIES** certify that:

- 1. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government.
- 2. The proposed arrangements serve the interest of efficient and economical administration of the State Government.
- 3. The services or resources agreed upon are not required by Article XVI, Section 21 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

**VI. LEGAL AUTHORITY:**

The Receiving Agency further certifies that it has the authority to request the above services by authority granted in Chapter 1001, Texas Transportation Code.

The Performing Agency further certifies that it has the authority to perform the services by authority granted in Chapter 411, Government Code.

This contract incorporates the provisions of **Attachment A, Scope of Services, Attachment B, Budget, Attachment C, General Terms and Conditions.**

**THE UNDERSIGNED PARTIES** bind themselves to the faithful performance of this contract.

**THE RECEIVING AGENCY**  
Texas Department of Motor Vehicles

By:

Whitney H Brewster  
AUTHORIZED SIGNATURE

Whitney Brewster, Executive Director  
TYPED OR PRINTED NAME AND TITLE

12-17-15

DATE

**THE PERFORMING AGENCY**  
Texas Department of Public Safety

By:

Steven C McCraw  
AUTHORIZED SIGNATURE

Steven C. McCraw, Director  
TYPED OR PRINTED NAME AND TITLE

12/9/15

DATE



**ATTACHMENT A**  
**Interagency Cooperation Contract**  
**Scope of Services**

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**Texas Department of Motor Vehicles, Auto Burglary and Theft Prevention Authority (hereafter called the Authority)**

**Texas Department of Public Safety, Criminal Investigations Division (hereafter called the Department)**

**[TXDPS/CID Specialized Auto Theft Training Part 1 and Part 2 Classes]**

**Function of Project**

The primary target of this training project will be ABTPA Task Force officers. The training will also be provided to other law enforcement officers in Texas, as well as other states. The training shall be the highest quality instruction available regarding auto theft investigation methods and stolen vehicle recognition techniques. The goal of this training is to increase the knowledge of those attending in the effective use of auto theft investigation methods and stolen vehicle identification techniques.

This project will enable the Department to continue providing the Specialized Auto Theft Part 1 and Part 2 schools in Texas. These Specialized Auto Theft schools, held in Corpus Christi, Austin and Fort Worth, are made available to Texas auto theft investigators, as well as officers working auto theft duties in other states.

**Goals – Educate**

The Department of Public Safety will use experienced and qualified instructors that are knowledgeable in auto theft investigations. The Department will provide a total of four auto theft classes during this grant period. The training will consist of two Specialized Auto Theft Part 1 schools and two Specialized Auto Theft Part 2 schools. Each school will have a maximum of 40 students, or a total of 160 students will be registered for these classes. The Department shall provide students with a class critique form at the conclusion of each class. The class critiques will also be used to evaluate the program progress.

**Reporting Requirements**

The Department will submit to the Authority a copy of the Texas Commission on Law Enforcement (TCOLE) training plan that provides a synopsis of material covered under each class, qualifications and prerequisites for attendees, class objectives, a summary of the learning measures attained by and critiques submitted by the participants in the quarter immediately following each class. The Department will notify the Authority of projected dates that classes will be held and the method for registration no later than sixty (60) days prior to the start of a class or as soon as practical.

The Department will provide the Authority with quarterly invoices and activity reports on December 15, 2015, March 15, 2016, June 15, 2016 and October 15, 2016. The invoice will provide the amount spent for each period and a request for reimbursement. The activity report will contain the following:

- 1) The total number of classes held during the quarter
- 2) The names of the classes and a summary (location, content, major events or issues encountered, etc...)
- 3) Total number of attendees for each class by type (ABTPA Task Force member Sheriff Employee [number by ORI #], ABTPA Task Force member Police Employee [number by ORI #], Non-ABTPA Task Force member Sheriff Employee [number by ORI #], Non- ABTPA Task Force member Police Employee [number by ORI #], Texas state law enforcement officer (TXDPS, TDCJ-OIG, TPWD, etc...), and other law enforcement officers, non-law enforcement personnel.
- 4) If less than thirty-five students were trained, the Department will provide information as to explain the lesser number of students and what corrective action is proposed by next class to ensure a maximum or optimal attendance.

**ATTACHMENT B**  
**Interagency Cooperation Contract**  
**Budget**

**Proposed Budget**

The Department will use funds under this agreement to pay for direct cost associated with the classes described in this agreement. The cost category amounts may vary based on the needs to operate the classes. The budget is estimated to be:

<b>Cost Item</b>	<b>Amount</b>
Instructor Per Diem for classes and maintain TCOLE	\$8,000
Student Travel and Per Diem	\$35,000
<b>Travel and Per Diem Subtotal</b>	<b>\$43,000</b>
Class related services (Copying, Printing, etc...)	\$2,500
Class related supplies (Books, Materials, etc...)	\$4,500
<b>Class Related Costs Subtotal</b>	<b>\$7,000</b>
<b>Project Total</b>	<b>\$50,000</b>

**ATTACHMENT C**  
**Interagency Cooperation Contract**  
**General Terms and Conditions**

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**1. Amendments**

This contract may only be amended by written agreement executed by both parties prior to the expiration of the contract.

**2. Records**

The Performing Agency agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by the Texas Department of Motor Vehicles (TxDMV), or any other State or Federal agency legally entitled to audit this contract.

**3. Ownership**

After completion or termination of this contract, documents prepared by the Performing Agency or furnished to the Performing Agency by the Receiving Agency shall be delivered to and become the property of the Receiving Agency. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to the Receiving Agency without restriction or limitation of further use.

**4. Subcontracts**

A subcontract may not be executed by the Performing Agency for the provision of services under this contract without prior written authorization by the Receiving Agency. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Performing Agency of its responsibility under this contract.

**5. Performing Agency Resources**

**A.** Employees of the Performing Agency shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Performing Agency certifies that it currently has adequate qualified personnel to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than the Receiving Agency. Unless otherwise specified, the Performing Agency shall furnish all equipment, materials, supplies, and other resources required to perform the work.

**B.** On receipt of written notice from the Receiving Agency detailing supporting factors and evidence, the Performing Agency shall remove from the project any employee of the Performing Agency who is incompetent or whose conduct becomes detrimental to the work.

**C.** The Performing Agency shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of the services provided under this contract, including any dispute involving a subcontract.

**6. No Assignment**

Neither party shall assign, sublet, or transfer any interest in this agreement without the written consent of the other party.

**7. Intellectual Property**

The Receiving Agency shall own all titles and all rights to any intellectual property that is created or otherwise developed under this contract, including copyrights, trademarks, patents or other interests.

**8. Funding**

**A.** The Receiving Agency will pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid. Payments received by the Performing Agency shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made.

**B.** This contract is subject to termination, either in whole or in part, based upon the appropriation or availability of State funds.

C. If for any reason subcontractors and suppliers, if any, are not paid before the Receiving Agency reimburses the Performing Agency for services, the Performing Agency shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Performing Agency receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Performing Agency fails to comply with this paragraph, the Receiving Agency may withhold payments and suspend work until the subcontractors and suppliers are paid.

D. The Performing Agency is authorized to submit requests for reimbursement no more frequently than quarterly and no later than 120 days after costs are incurred.

#### 9. Basis for Calculating Reimbursement Costs

A. The Receiving Agency will compensate the Performing Agency only for those eligible expenses that are incurred during this contract and that are actual costs directly attributable to the completed portion of the work covered by this contract, as described in **Attachment A**, Scope of Services. The Receiving Agency will compensate the Performing Agency only for work completed in a satisfactory and acceptable manner that conforms to this contract.

B. Any reimbursements will be made for actual costs of performing these services, and subject to limitations as described in **Attachment B**, Budget.

C. The Receiving Agency will not reimburse the Performing Agency for any obligations incurred after the effective date of termination of this contract.

D. The Receiving Agency will reimburse the Performing Agency for actual travel expenses, if authorized under **Attachments A** and **B**, but reimbursement will not exceed the limits on travel expenses reimbursable under state law. Out-of-state or out-of-country travel by the Performing Agency must be approved in advance by the Receiving Agency.

E. If the Performing Agency believes any assigned work is beyond the scope of this contract, and thus constitutes additional compensable work, then it must promptly notify the Receiving Agency in writing, with relevant evidence supporting its contention.

F. The Receiving Agency will determine if the work is contained within the scope of the contract. If it determines it is not, the Receiving Agency may, in its discretion, execute a written amendment to cover additional compensable costs.

G. The Receiving Agency will not reimburse the Performing Agency for any costs incurred to perform work outside the scope of this contract, or any work performed before an amendment is executed.

H. Reimbursement with state or federal funds will be limited to reasonable allowable cost principles established in OMB Circular A-21 or OMB Circular A-87, whichever applies. The parties must comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, if applicable. A copy of the Single Audit must be provided to the Receiving Agency to the individual designated for receipt of that information, or the Audit Director, if required.

#### 10. Nonconforming Work

If the Performing Agency submits work that does not comply with the terms of this contract, the Receiving Agency shall instruct the Performing Agency to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for work performed to bring a deliverable into conformity with the terms of the contract.

#### 11. Conflict of Interest

The Performing Agency shall not assign an employee to a project if the employee:

A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the State relating to this contract or project

B. has a direct or indirect financial interest in the outcome of the project

C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project

D. is a current or part-time or full-time employee of the Receiving Agency, or

E. has a significant interest in or is related within the third degree by consanguinity or the second degree by affinity, as determined under TEX. GOV'T CODE Chapter 573, to a person who has a significant interest in an entity directly regulated by the Receiving Agency.

**12. Gratuities**

Any person who is doing business with or who is reasonably anticipated to do business with TxDMV under this contract may not make any offer of benefits, gifts, or favors to employees of TxDMV. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Motor Vehicles.

**13. Termination**

This contract may be terminated by satisfactory completion of all services and obligations contained in this contract, by mutual written agreement, or by either party unilaterally after 30 days' written notice to the other party. This contract may be terminated if either party becomes subject to a legislative change, revocation of statutory authority, lack of appropriated funds, or other conditions that would render performance under this contract impossible.

**14. Authority of State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract entered into pursuant to this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**15. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this contract. After receiving a written request from the Receiving Agency, the other party will furnish the Receiving Agency with satisfactory proof of its compliance with this paragraph.

**16. Equal Employment Opportunity**

The Performing Agency agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Performing Agency agrees to consider minority universities for subcontracts when the opportunity exists. The Performing Agency warrants that it has developed and has on file appropriate affirmative action programs if required by applicable rules and regulations of the Secretary of Labor.

**17. Non-collusion**

The Performing Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Performing Agency, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Performing Agency breaches or violates this warranty, the Receiving Agency shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

**18. Lobbying Certification**

In executing this agreement, each signatory certifies that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Performing Agency shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This statement is a material representation of fact upon which reliance was placed when this contract was executed. Submission of this statement is a prerequisite for making or entering into this contract, if required by Title 31 U.S.C. §1352. Any person, who fails to file the required statement, if required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made if the statement is required.

## 19. Nondiscrimination

A. The Performing Agency shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR Chapter 1, Subchapters C and L; and, 41 CFR Parts 21 and 60-74 (the Regulations).

B. The Performing Agency, with regard to the work performed during this contract, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

C. In all solicitations either by competitive bidding or negotiation made by the Performing Agency for work to be performed under a subcontract, including procurements of materials and leases of equipment, but not including routine purchase orders, each potential subcontractor or supplier shall be notified by the Performing Agency of the Performing Agency's obligations under this agreement and the Regulations.

D. The Performing Agency shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts, other sources of information and facilities as may be determined by the Receiving Agency or any state or federal agency with the authority to ascertain compliance with the Regulations. If any information required of the Performing Agency is in the exclusive possession of another person or entity that fails or refuses to furnish this information, the Performing Agency shall certify this fact to the Receiving Agency or the requesting regulatory agency, whichever is appropriate, and shall set forth what efforts it has made to obtain the requested information.

E. In the event of the Performing Agency's noncompliance with the nondiscrimination provision of this agreement, any appropriate sanctions may be taken by either the Receiving Agency or the appropriate regulatory authority.

F. The Performing Agency shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, except routine purchase orders, unless exempt by the Regulations. The Performing Agency shall take such lawful action with respect to any subcontract or procurement as the Receiving Agency may direct as a means of enforcing these provisions, including sanctions for noncompliance. In the event the Performing Agency becomes involved in or is threatened with litigation with a subcontractor or supplier as the result of directions given by the Receiving Agency, the Performing Agency may request the Receiving Agency to enter the litigation to protect the interests of the State. In addition, the Performing Agency may request the federal government to enter into litigation to protect the federal government's interests.

## 21. Remedies

This agreement will not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

## 22. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

Performing Agency:	Texas Department of Public Safety Major Wynn Reynolds PO Box 4087 Austin, Texas 78758
Receiving Agency:	Texas Department of Motor Vehicles Attention: Bryan Wilson, Director ABTPA 4000 Jackson Avenue Austin, Texas 78731

**All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.**

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT is entered into by and between the State agencies shown below as Contracting Parties under the authority granted and in compliance with the provisions of Chapter 771 of the Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency Texas Department of Motor Vehicles (TxDMV), Automobile Burglary Theft Prevention Authority (ABTPA)

The Performing Agency Texas Department of Criminal Justice (TDCJ), Office of the Inspector General (OIG)

II. STATEMENT OF SERVICES TO BE PERFORMED: The Performing Agency will undertake and carry out services described in Attachment A, Scope of Services.

III. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$50,000.00 and shall conform to the provisions of Attachment B, Budget. Payments shall be billed quarterly.

IV. TERM OF CONTRACT: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins September 1, 2015 or when fully executed by both parties, whichever is later and terminates August 31, 2016.

V. THE AGREEING PARTIES certify that:

- 1. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government.
2. The proposed arrangements serve the interest of efficient and economical administration of the State Government.
3. The services or resources agreed upon are not required by Article XVI, Section 21 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

VI. LEGAL AUTHORITY:

The Receiving Agency further certifies that it has the authority to request the above services by authority granted in Chapter 1001, Texas Transportation Code.

The Performing Agency further certifies that it has the authority to perform the services by authority granted in Chapter 492, Government Code.

This contract incorporates the provisions of Attachment A, Scope of Services, Attachment B, Budget, Attachment C, General Terms and Conditions.

THE UNDERSIGNED PARTIES bind themselves to the faithful performance of this contract.

THE RECEIVING AGENCY
Texas Department of Motor Vehicles

THE PERFORMING AGENCY
Texas Department of Criminal Justice-Office of Inspector General

By: Whitney H Brewster
AUTHORIZED SIGNATURE

By: Jerry McGinty
AUTHORIZED SIGNATURE

Whitney Brewster, Executive Director
TYPED OR PRINTED NAME AND TITLE

Jerry McGinty, Chief Financial Officer
TYPED OR PRINTED NAME AND TITLE

11-20-2015
DATE

11/10/15
DATE

**ATTACHMENT A**  
**Interagency Cooperation Contract**  
**Scope of Services**

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This Scope of Services is to assist the Automobile Burglary and Theft Prevention Authority (ABTPA) in fulfilling its mission of combating motor vehicle theft and burglary. The Texas Department of Criminal Justice - Office of Inspector General (OIG) believes this statewide problem requires a collaborative statewide and local solution from various agencies working cohesively together.

**I. STATEMENT OF SERVICES TO BE PERFORMED:**

1. **OBJECTIVE:** To identify for ABTPA task forces persons of interest who may be involved in crimes with a nexus to ABTPA task force investigations or who are currently in a fugitive status.

OIG will use the analytical capabilities of two seasoned crime analysts to identify persons of interest who are recidivists with a nexus to automobile theft and/or burglary who are operating within or impacting ABTPA task force areas of operation. OIG will provide the analytical research packets on 100 former TDCJ offenders with either warrants for arrest or who may be persons of interest worthy of task force investigative activity. Action taken on these subjects by ABTPA task forces should aid in the identification of suspects committing offenses within the purview of the task force and result in a reduction of automobile theft/burglary incidents in their areas.

2. **OBJECTIVE:** Provide analytical and operational assistance to areas not currently covered by ABTPA task forces in an attempt to reduce automobile theft and burglary.

OIG will use the most current Texas Department of Public Safety crime data to identify areas with higher rates of automobile theft which are not covered by ABTPA funded task forces. Working with DPS and local agencies, OIG will work to facilitate, support, and provide (2) operational resources for targeted apprehension operations of persons of interest with a nexus to automobile theft and burglary.

3. **OBJECTIVE:** To provide ABTPA task forces with relevant criminal intelligence based on interviews of convicted offenders which will enhance their operational awareness, effectiveness, and facilitate strategic planning.

OIG, working with ABTPA task forces, will identify key criminal information needs which will aid in task force operational activities. OIG will identify (80) TDCJ incarcerated offenders involved in automobile theft and/or burglary to be interviewed to collect this criminal intelligence. This information will be summarized and the data collected will be provided no later than July 31, 2016 to all task forces or sooner if the information is deemed actionable.

4. **OBJECTIVE:** To provide ABTPA task forces with specific training in the use of FUGINET as an aid to the conduct of criminal investigations. Specific focus will be on identification of suspects or sources of information; geographical searches for persons or vehicles; and to identify wanted persons.

OIG will work with ABTPA funded task forces to conduct a minimum of (6) onsite TCOLE certified training sessions on the operation and investigative benefit of FUGINET and other TDCJ resources. OIG will also ensure ABTPA and its mission is listed prominently when providing at least (3) other training or information presentations/booths at law enforcement, crime prevention or other related conferences or seminars in Texas.

**II. REPORTING** In addition to any internal reporting within OIG and TDCJ, ABTPA will be provided quarterly expense and activity reports on December 31, 2015, March 31, 2016, June 30, 2016 and October 31, 2016. The reports will include ABTPA funds spent for each period and a request for the quarterly installment from ABTPA. The activity report will contain the following:

- A) How many auto theft/burglary cases researched and sent out to law enforcement agencies?
- B) How many targeted operations completed?
- C) How many offenders identified to be interviewed to collect criminal intelligence?
- D) How many criminal justice personnel trained to include name, agency name, identification number, and location of training?

Funds expended in furtherance of ABTPA specific activities will be reported to ABTPA by major budget category such as personnel, travel, supplies, and equipment in the quarterly report. Below is the approximate anticipated expenditure of ABTPA funds. All unexpended funds will be returned to ABTPA within 90 days of the end of the contract period.

**OIG**

- Will provide a designated point of contact for ABTPA for additional case support on all incarcerated and paroled offenders.
- Will attend all ABTPA regularly scheduled monthly telephonic meetings.

**ABTPA**

- Will provide quarterly installments to OIG of \$12,500 upon receipt and approval of the quarterly expense and activity reports and the request for payment from TDCJ.

**ATTACHMENT B**  
**Interagency Cooperation Contract**  
**Budget**

<b>Cost Item</b>	<b>Amount</b>
Training, Field Operations, Presentations, Conferences	
<b>Travel and per diem Subtotal</b>	<b>\$17,000</b>
Office Supplies, Lease Vehicle, Public Awareness, Programming changes to enhance ABTPA related offenses and to automate questionnaire	
<b>Supplies and Direct Operating Subtotal</b>	<b>\$28,000</b>
Overtime for completion of field operations and other objectives	
<b>Personnel Subtotal</b>	<b>\$5000</b>
<b>Project Total from ABTPA</b>	<b>\$50,000</b>

**ATTACHMENT C**

**Interagency Cooperation Contract  
General Terms and Conditions**

**1. Amendments**

This contract may only be amended by written agreement executed by both parties prior to the expiration of the contract.

**2. Records**

The Performing Agency agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by the Texas Department of Motor Vehicles (TxDMV), or any other State or Federal agency legally entitled to audit this contract.

**3. Ownership**

After completion or termination of this contract, documents prepared by the Performing Agency or furnished to the Performing Agency by the Receiving Agency shall be delivered to and become the property of the Receiving Agency. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to the Receiving Agency without restriction or limitation of further use.

**4. Subcontracts**

A subcontract may not be executed by the Performing Agency for the provision of services under this contract without prior written authorization by the Receiving Agency. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Performing Agency of its responsibility under this contract.

**5. Performing Agency Resources**

**A.** All employees of the Performing Agency shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Performing Agency certifies that it currently has adequate qualified personnel to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than the Receiving Agency. Unless otherwise specified, the Performing Agency shall furnish all equipment, materials, supplies, and other resources required to perform the work.

**B.** On receipt of written notice from the Receiving Agency detailing supporting factors and evidence, the Performing Agency shall remove from the project any employee of the Performing Agency who is incompetent or whose conduct becomes detrimental to the work.

**C.** The Performing Agency shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of the services provided under this contract, including any dispute involving a subcontract.

**6. No Assignment**

Neither party shall assign, sublet, or transfer any interest in this agreement without the written consent of the other party.

**7. Intellectual Property**

The Receiving Agency shall own all titles and all rights to any intellectual property that is created or otherwise developed under this contract, including copyrights, trademarks, patents or other interests.

**8. Funding**

**A.** The Receiving Agency will pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid. Payments received by the Performing Agency shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made.

**B.** This contract is subject to termination, either in whole or in part, based upon the appropriation or availability of State funds.

**C.** If for any reason subcontractors and suppliers, if any, are not paid before the Receiving Agency reimburses the Performing Agency for services, the Performing Agency shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Performing Agency receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers

and must be incorporated in all subcontracts. If the Performing Agency fails to comply with this paragraph, the Receiving Agency may withhold payments and suspend work until the subcontractors and suppliers are paid.

D. The Performing Agency is authorized to submit requests for reimbursement no more frequently than quarterly and no later than 120 days after costs are incurred.

#### 9. Basis for Calculating Reimbursement Costs

A. The Receiving Agency will compensate the Performing Agency only for those eligible expenses that are incurred during this contract and that are actual costs directly attributable to the completed portion of the work covered by this contract, as described in Attachment A, Scope of Services. The Receiving Agency will compensate the Performing Agency only for work completed in a satisfactory and acceptable manner that conforms to this contract.

B. Any reimbursements will be made for actual costs of performing these services, and subject to limitations as described in Attachment B, Budget.

C. The Receiving Agency will not reimburse the Performing Agency for any obligations incurred after the effective date of termination of this contract.

D. The Receiving Agency will reimburse the Performing Agency for actual travel expenses, if authorized under Attachments A and B, but reimbursement will not exceed the limits on travel expenses reimbursable under state law. Out-of-state or out-of-country travel by the Performing Agency must be approved in advance by the Receiving Agency.

E. If the Performing Agency believes any assigned work is beyond the scope of this contract, and thus constitutes additional compensable work, then it must promptly notify the Receiving Agency in writing, with relevant evidence supporting its contention.

F. The Receiving Agency will determine if the work is contained within the scope of the contract. If it determines it is not, the Receiving Agency may, in its discretion, execute a written amendment to cover additional compensable costs.

G. The Receiving Agency will not reimburse the Performing Agency for any costs incurred to perform work outside the scope of this contract, or any work performed before an amendment is executed.

H. Reimbursement with state or federal funds will be limited to reasonable allowable cost principles established in OMB Circular A-21 or OMB Circular A-87, whichever applies. The parties must comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, if applicable. A copy of the Single Audit must be provided to the Receiving Agency to the individual designated for receipt of that information, or the Audit Director, if required.

#### 10. Nonconforming Work

If the Performing Agency submits work that does not comply with the terms of this contract, the Receiving Agency shall instruct the Performing Agency to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for work performed to bring a deliverable into conformity with the terms of the contract.

#### 11. Conflict of Interest

The Performing Agency shall not assign an employee to a project if the employee:

A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the State relating to this contract or project

B. has a direct or indirect financial interest in the outcome of the project

C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project

D. is a current or part-time or full-time employee of the Receiving Agency, or

E. has a significant interest in or is related within the first degree by consanguinity or affinity, as determined under TEX. GOV'T CODE Chapter 573, to a person who has a significant interest in an entity directly regulated by the Receiving Agency.

#### 12. Gratuities

Any person who is doing business with or who is reasonably anticipated to do business with TxDMV under this contract may not make any offer of benefits, gifts, or favors to employees of TxDMV. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Motor Vehicles.

#### 13. Termination

This contract may be terminated by satisfactory completion of all services and obligations contained in this contract, by mutual written agreement, or by either party unilaterally after 30 days' written notice to the other party. This contract

may be terminated if either party becomes subject to a legislative change, revocation of statutory authority, lack of appropriated funds, or other conditions that would render performance under this contract impossible.

**14. Authority of State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract entered pursuant to this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**15. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this contract. After receiving a written request from the Receiving Agency, the other party will furnish the Receiving Agency with satisfactory proof of its compliance with this paragraph.

**16. Equal Employment Opportunity**

The Performing Agency agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Performing Agency agrees to consider minority universities for subcontracts when the opportunity exists. The Performing Agency warrants that it has developed and has on file appropriate affirmative action programs if required by applicable rules and regulations of the Secretary of Labor.

**17. Non-collusion**

The Performing Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Performing Agency, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Performing Agency breaches or violates this warranty, the Receiving Agency shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

**18. Lobbying Certification**

In executing this agreement, each signatory certifies that:

**A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Performing Agency shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**C.** The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This statement is a material representation of fact upon which reliance was placed when this contract was executed. Submission of this statement is a prerequisite for making or entering into this contract, if required by Title 31 U.S.C. §1352. Any person, who fails to file the required statement, if required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made if the statement is required.

**19. Nondiscrimination**

**A.** The Performing Agency shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR Chapter 1, Subchapters C and L; and, 41 CFR Parts 21 and 60-74 (the Regulations).

**B.** The Performing Agency, with regard to the work performed during this contract, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

**C.** In all solicitations either by competitive bidding or negotiation made by the Performing Agency for work to be performed under a subcontract, including procurements of materials and leases of equipment, but not including routine purchase orders, each potential subcontractor or supplier shall be notified by the Performing Agency of the Performing Agency's obligations under this agreement and the Regulations.

**D.** The Performing Agency shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts, other sources of information and facilities as may be determined by the Receiving Agency or any state or federal agency with the authority to ascertain compliance with the Regulations. If any information required of the Performing Agency is in the exclusive possession of another person or entity that fails or refuses to furnish this information, the Performing Agency shall certify this fact to the Receiving Agency or the requesting regulatory agency, whichever is appropriate, and shall set forth what efforts it has made to obtain the requested information.

**E.** In the event of the Performing Agency's noncompliance with the nondiscrimination provision of this agreement, any appropriate sanctions may be taken by either the Receiving Agency or the appropriate regulatory authority.

**F.** The Performing Agency shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, except routine purchase orders, unless exempt by the Regulations. The Performing Agency shall take such lawful action with respect to any subcontract or procurement as the Receiving Agency may direct as a means of enforcing these provisions, including sanctions for noncompliance. In the event the Performing Agency becomes involved in or is threatened with litigation with a subcontractor or supplier as the result of directions given by the Receiving Agency, the Performing Agency may request the Receiving Agency to enter the litigation to protect the interests of the State. In addition, the Performing Agency may request the federal government to enter into litigation to protect the federal government's interests.

**21. Remedies**

This agreement will not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

**22. Notices**

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

Performing Agency:	Texas Department of Criminal Justice Attention: Tanya Hollas, Contract Specialist II Two Financial Plaza, Suite 525 Huntsville, Texas 77340
Receiving Agency:	Texas Department of Motor Vehicles Attention: Bryan Wilson, Director ABTPA 4000 Jackson Avenue Austin, Texas 78731

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

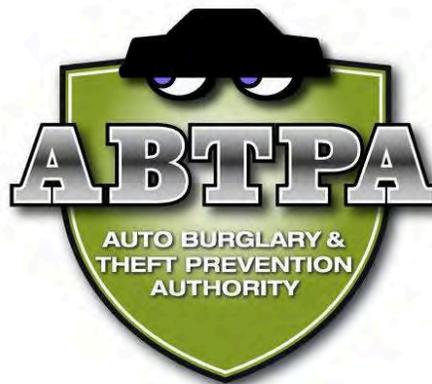


**Texas Department of Criminal Justice  
Office of the Inspector General  
FUGINET - Auto Theft Initiative  
2503 Lake Road, Suite 5  
Huntsville, Texas 77340**

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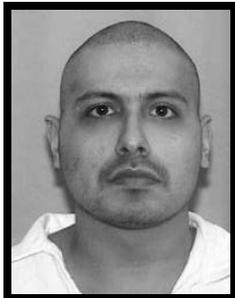
# Quarterly Report

**FY 2016 – 1<sup>st</sup> Quarter**  
(September 1, 2015 – November 30, 2015)



# APPREHENDED FUGITIVES

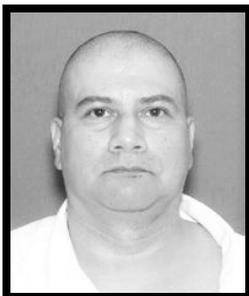
FY 2016 - 1<sup>st</sup> Quarter



**ADAME, Raymond**

Offenses: UUMV, Poss w/Intent Del Conts Subs - Meth, Agg Aslt x 2, Poss Firearm Felon x 2, Poss Cont Subs - Meth

Arrested by Dallas County Sheriff's Office



**ALVAREZ, Rodney**

Offenses: UUMV, Poss Cont Subs x 2, DWI

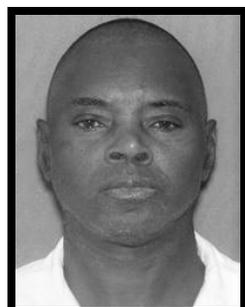
Arrested by Dallas Police Department



**CRONCH, Sadi**

Offenses: UUMV, Forgery

Arrested by Las Vegas Metro PD, Nevada



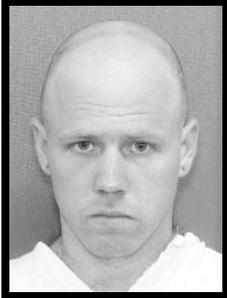
**DUNCAN, Alvin**

Offenses: UUMV, Burg Bldg w/Intent Commit Theft x 2

DECEASED

# APPREHENDED FUGITIVES

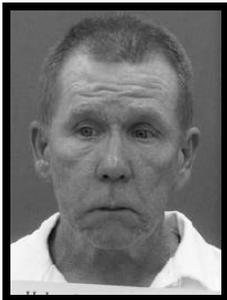
FY 2016 – 1<sup>st</sup> Quarter



**FRITZ, Daniel**

Offenses: UUMV, Poss Cont Subs – Meth x 2, Burg Habit

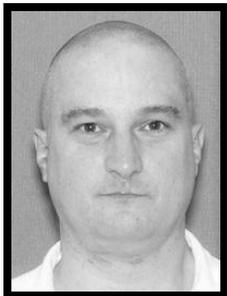
Arrested by Williamson County Sheriff's Office



**HALEY, Joseph**

Offenses: UUMV, Burg Habit, Burg Bldg, Theft, Theft of Prop, Theft Prop \$750-\$20,000

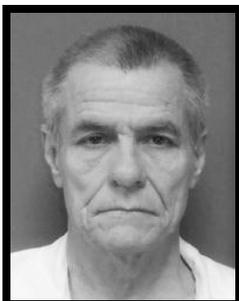
Arrested by Temple Police Department



**HOLTSBERRY, Craig**

Offenses: UUMV x 2, Theft u/\$1500, Poss Cont Subs – Cocaine, Theft \$1500-\$20,000, Fraus use of ID Info x 2, Poss Conts Subs - Meth

Arrested by Houston Police Department



**IZARD, Everett**

Offenses: UUMV, Poss Meth, Theft

Arrested by Harris County Sheriff's Office

# APPREHENDED FUGITIVES

FY 2016 – 1<sup>st</sup> Quarter



**NEWTON, Stephen**

Offenses: Auto Theft, Poss Cont Subs – Cocaine, Forgery, Burg Bldg w/Intent Commit Theft, Agg Perjury, Del Cocaine, Burg Bldg

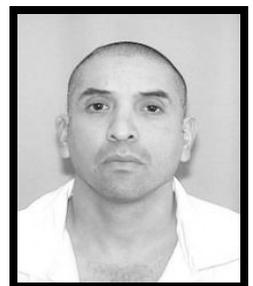
Arrested by Chicago Police Department, Illinois



**PUGA, Rolando**

Offenses: UUMV

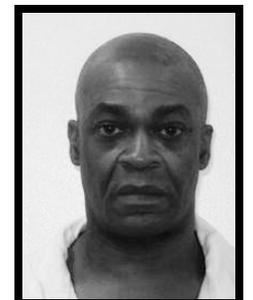
Arrested by Harlingen Police Department



**SOLIS, Alfonso**

Offenses: UUMV x 2, Aslt – Bodily Injury – Family Member, Exhibit Firearm, Disobey Court Order x 3

Arrested by Jennings Police Department, Louisiana



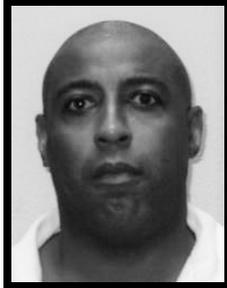
**WALLER, Leroy**

Offenses: UUMV/Hanitual, Robbery, Theft x 4, Forgery, Burg Bldg

Arrested by Burleson County Sheriff's Office

# APPREHENDED FUGITIVES

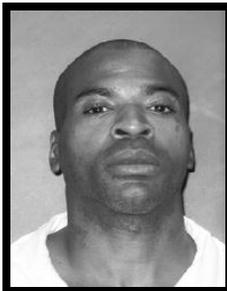
FY 2016 - 1<sup>st</sup> Quarter



**WHITE, Kenneth**

Offenses: UUMV, Aggravated Robbery

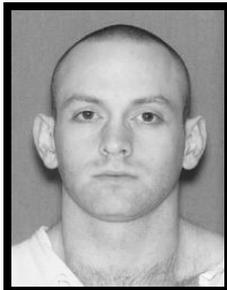
Arrested by Dallas Police Department



**WILSON, Monroe**

Offenses: UUMV x 2, Burg Bldg x 2, Poss Cont Subs - Cocaine

Arrested by Mesquite Police Department



**YNOENCIO, Seth Karl**

Offenses: UUMV

Arrested by Liberty County Sheriff's Office



### **Board Agenda Item**

**Section 3.** Briefings and Action Items **Part A.** Discussion about Strategic Planning Process and Meeting(s) in preparation for:

1. Legislation Appropriation Request FY 18-19
2. Rewrite ABTPA Enabling Statute
3. FY17 Grant Cycle



## **Process for Developing Agency's Legislative Agenda for the 85<sup>th</sup> Session**

The 85<sup>th</sup> Legislative Session will be here before we know it, and Texas Transportation Code 1001.025(a) requires the Texas Department of Motor Vehicles (TxDMV) Board to consider opportunities for operational efficiencies and improvements through potential statutory changes. As such, the Government and Strategic Communications Division (GSC) is looking towards TxDMV staff and stakeholders on suggested changes to Texas statutes to help us continue to meet the needs of the motoring public in the more effective manner possible. This document provides guidelines on how to determine what to request in terms of statutory changes, the actual method for requesting a change, and the process by which the requested changes will be turned into the Board's final legislative agenda.

### **Considerations When Deciding What to Request**

When deciding what statutory changes to request, the best place to start is to reexamine the items from previous sessions that failed to become law. GSC has identified which division requested each item in the attached listing of failed items from last session (excluding the stand alone salvage licensing and ABTPA clean-up bills, which will be addressed solely with the divisions impacted by those changes). Please review these items to see if the need for the statutory changes is still applicable and also discuss what new items the division may want to pursue. GSC can provide information on previous requests by divisions that did not make it into the previous legislative agenda for further consideration.

When deciding what changes to request, GSC recommends prioritizing the requests in the following manner:

#### **1) Conform law to agency practices**

(e.g., allow DV plates on RVs regardless of weight)

These are the most important changes to ensure TxDMV practices are in accordance with state law. Often times processes are changes to conform to customer needs, however a state law is not always updated accordingly due to several outside factors. Regardless of issues surrounding a process vs statutory requirements; whether it is good policy or whether it costs money; if the agency is currently doing something that is not allowed by statute a request needs to be submitted to change the statute. If an agency action/policy is found to be without statutory justification and no request to change the statute has been made, the division in question will be required to justify that decision.

#### **2) Change that improves agency operations**

(e.g., the establishment of the TxDMV Fund for operational efficiencies and transparency in funding)

The TxDMV Board is fortunate to have the express statutory authority as noted above to recommend statutory changes to the governor and the legislature. However, it is important to keep in mind the qualifier for this authority to recommend statutory changes is that the change must improve the operation of the agency. While TxDMV made successful recommendations in the past, making a request that cannot be reasonably defended as designed to improve the operation of the agency will be given a high amount of scrutiny before ever reaching the Board, much less making it into a piece of legislation.

When deciding what changes to submit, it is important to make a distinction between those changes that will affect costs and those that will affect revenues. Ideally, a change designed to improve agency operations should have the effect of, at least eventually, reducing costs to either the agency or the public, or both. Even if a change will likely result in greater expenditures in the near term, the request should try to explain how the change will save money for either the state or the public over the long term. Please keep in mind a change that effects revenue, either positively or negatively, will immediately raise a red flag or be subjected to greater analysis. This will especially be the case if the request expressly changes a statutory fee or grants fee-setting authority to TxDMV. This does not mean a request affecting revenue should not be considered, but the division should be prepared to defend the request to a greater degree than one which has no revenue impact.

### 3) Creates new program/function/etc.

(e.g., creating 24-hour weight tolerance permit)

A statutory change request creating a new program, function, activity, product, etc. to be performed or offered by the agency will receive a very heightened level of review. In the first instance, the request must demonstrate to at least some degree how the new activity improves the operation of the agency. In addition, it should be explained why the change should not be dealt with more appropriately through stakeholder initiatives (see #4).

### 4) Stakeholder requests

(e.g., clarifying the motor vehicle lien default notification process)

After the internal review process for determining statutory change requests for further consideration by the Board, GSC will conduct stakeholder meetings to continue the vetting process. Please keep this in mind when considering which requests to submit for further consideration. If statutory change requests are being made at the behest of a stakeholder group and cannot be reasonably explained as also improving TxDMV operations or aligning the law with current practices, it is likely best to wait until the stakeholder meeting process to consider the request. If the matter is a great importance to a stakeholder group, that group should be provided an analysis of the idea from the agency's standpoint, advised of any ways to improve the idea, and then encouraged to find a legislator who will turn the idea in a bill for the stakeholder. As a general rule, the agency should not recommend or advocate for changes wanted by stakeholders unless the change can be independently justified under #1 or #2 above.

### A word about wording clean-ups

(e.g., change "Texas Motor Vehicle Board" to "Board of Texas Department of Motor Vehicles")

In current law TxDMV is schedule to undergo the Sunset Review process in the 86<sup>th</sup> Legislative Session. These reviews result in a large, agency-related omnibus bill that session to continue operations and provide for more efficiencies. In addition, omnibus legislation associated with a Sunset Review is respected throughout the legislative process and rarely becomes a "Christmas Tree" with amendments not previously considered in the review. With that in mind, it would be best for the TxDMV Board to avoid pursuing an omnibus bill in the upcoming 85<sup>th</sup> Legislative Session. That means wording cleanup items will not likely make it into the final legislative agenda since such changes can probably wait until the sunset bill. However, it is still worth bringing any such changes to the attention of GSC now as we continue to keep track of all cleanup type changes for pursuit during the sunset process. Therefore, submit such requests in a simple listing on a Word document rather than using the attached request form. They do not need to be justified unless the clean-up nature of the change is not self-evident). However, if a division thinks a wording clean-up type is of such importance that it needs to occur in the upcoming session, then submit such a change request per the process laid out below.

### Process for Requesting Statutory Changes for DMV for 85<sup>th</sup> Legislature

- I. Prepare documentation and background information to include the following (GSC can assist with this as needed):
  - 1) Describe the change requested
  - 2) Explain the problem the change is designed to fix
  - 3) Provide any data or documentation demonstrating that status quo is creating problems
  - 4) Identify other state agencies, local governmental entities, and/or private entities impacted/involved in the change; and whether those entities would likely support/oppose the change.
  - 5) Estimate impact of change on agency revenues and costs (including any expected FTE changes)
  - 6) Specifically identify whether IT, EPMO, CRD and FAS would likely be affected by the change. List any other division that might likely be affected by the change.
  - 7) Identify section(s) of code **and** sections of agency rules that would need to be changed
- II. Signed approval by Division Director of the proposed change.  
**If a division is not requesting any changes, the division must inform GSC of that fact.**



## Texas Department of Motor Vehicles

- III. Send all documentation, or notification that no requests will be made, to GSC by May 2, 2016. At that time, GSC will send the info to any other identified impacted division for their review of the request.
- IV. GSC, OGC, IAD, & OIS will meet with each Division to go over the division's requested changes. This is when the first culling of the requests will occur and where the details will be worked out, esp. regarding precise language of change. These meetings will occur at the end of May 2016. The TxDMV Board Legislative Subcommittee will meet to start review staff suggested items and make recommendations for further consideration in May as well.
- V. In June, GSC will schedule a meeting with, OGC, all Division Directors, 1 senior person from each: MV ENF, MC ENF, and OS/OW ENF; and 2 senior people from the following: MVD, MCD, OS/OW section, Commercial Fleet Services section, MC Credentialing Section, VTR Registration Services, VTR Title Services, VTR Regional Services. The purpose will be to go over all agency requests still active and provide opportunity for other divisions to evaluate each request for as yet unforeseen impacts. The number of required attendees is to ensure a wide group of agency personnel are aware of what the agency is considering.
- VI. Meeting with the Executive Office, GSC, and each division director who still has active requests for the Executive Team to decide which requests will continue to final drafting. This meeting will occur in late-June 2016.
- VII. Approval of final draft changes and accompanying language by the executives by mid-July 2016
- VIII. Outreach to stakeholder groups and evaluation and incorporation of relevant feedback, Aug-Oct 2016. The TxDMV Board Legislative Subcommittee will also meet in September to receive an update on the status of suggested changes.
- IX. Approval of legislative agenda by TxDMV Board at Oct/Nov 2016 board meeting.
- X. Create talking points, bill analyses, cost estimate, and other items needed for legislative process

Though we technically have until March 10, 2017 to file legislation, due to various constraints within the legislature's internal drafting process, we should not plan on being able to get any bills fully drafted after early February 2017.

**The goal is to have all TxDMV-initiated bills drafted and ready for filing by the beginning of session.**

**For informational purposes, important dates for next session are:**

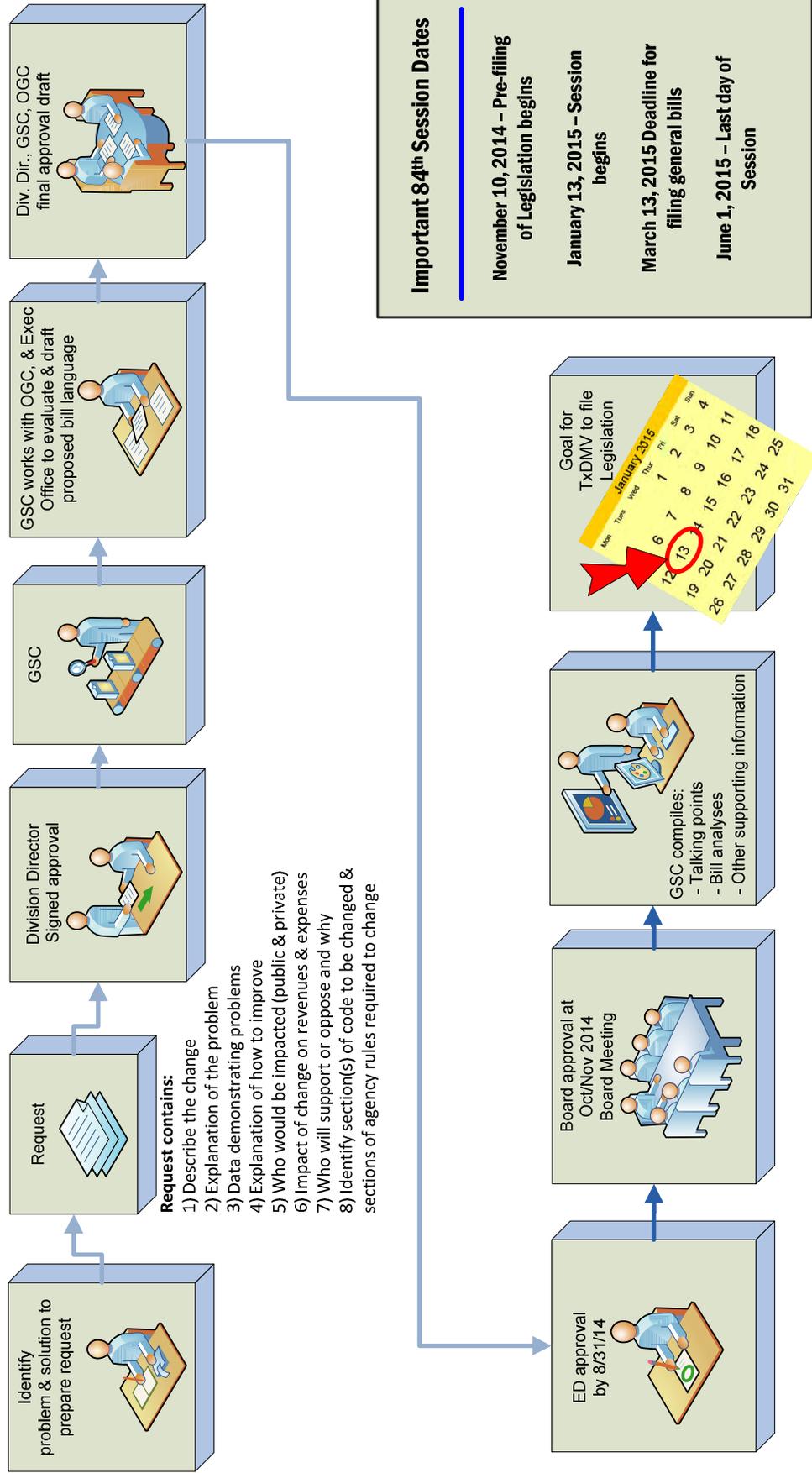
November 7, 2016 – pre-filing of legislation begins

January 10, 2017 – session begins

March 10, 2017 – deadline for filing general bills

May 29, 2017 – last day of session

# TxDMV 84<sup>th</sup> Legislature Process for Requesting Legislative Changes



## Legislative Change Request Form

[Send completed form to Matthew Miller at Matthew.Miller@TxDMV.gov](mailto:Matthew.Miller@TxDMV.gov)

- 1) Describe the change  
Currently the Automobile Burglary and Theft Prevention Authority (ABTPA) enabling statute (VRCS 4413(37)) names the Texas Department of Transportation as the definition of the use of the word director in the statute.

Section 1(4), Article 4413(37), Revised Statutes, is amended to read as follows:

(4) "Director" means the ~~executive~~ director of the ~~authority~~ ~~[Texas Department of Transportation]~~.

- 2) Explain the problem the change is designed to fix  
The ABTPA was administratively attached to the Texas Department of Motor Vehicles by the 82<sup>nd</sup> Legislature from the Texas Department of Transportation. This statutory definition did not get updated at that time.
- 3) Provide data showing the status quo is creating problems (attach any reports or related material that documents the problem). The error creates an inconsistency in administration but has not resulted in ceased or flawed implementation.
- 4) Explain how change will improve the status quo  
The other sections of the ABTPA statute (VRCS 4413(37)) provides five (5) uses of the word director for tasks that are done or would be done by the ABTPA Director. The Director of the Texas Department of Transportation is currently not involved in the operation of the ABTPA.
- 5) List other state agencies, local governmental and private entities change would involve/impact  
No Impact
- 6) Estimate impact of change on agency revenues and costs (including any expected FTE changes), attach any materials justifying the estimates  
No Impact
- 7) List of entities that might be opposed to the change and their reasons for opposing it  
None known
- 8) Identify section(s) of code that are to be changed. Section 1(4), Article 4413(37), Revised Statutes

## Legislative Change Request Form

[Send completed form to Matthew Miller at Matthew.Miller@TxDMV.gov](mailto:Matthew.Miller@TxDMV.gov)

- 1) Describe the change  
Currently the Automobile Burglary and Theft Prevention Authority (ABTPA) enabling statute (VRCS 4413(37) provides for a dedicated fee that is deposited into the General Revenue account. The statute requires the fifty percent of the fee collected each year may only be appropriated to the ABTPA. The dedicated fee should be deposited into a dedicated account.  
SECTION \_\_\_\_ Section 10(e), Article 4413(37), Revised Statutes, is amended to read as follows:  
(e)The Automobile Burglary and Theft Prevention Authority trust fund is created as a trust fund in the Texas DMV Fund/state treasury. All of the fees collected under Subsection (b) shall be deposited to the credit of the trust fund. ~~The comptroller shall administer the trust fund as trustee on behalf of the authority.~~ The comptroller shall allocate all money in the trust fund for the purposes of this article.
- 2) Explain the problem the change is designed to fix  
The ABTPA will reduce motor vehicle burglary and theft by fully funding all of the five statutory activities authorized by statute. All funds collected will be used for their statutory purpose.
- 3) Provide data showing the status quo is creating problems (attach any reports or related material that documents the problem).  
  
Stagnate funding has resulted in three consecutive years of increased motor vehicle theft.
- 4) Explain how change will improve the status quo  
The ABTPA statute (VRCS 4413(37)) provides five (5) statutory activities for the uses of the funds. Based on current funding, the ABTPA has only been able to cover a portion of the state with law enforcement teams.
- 5) List other state agencies, local governmental and private entities change would involve/impact  
Local governments law enforcement teams could be expanded to cover the entire state. Business and other high loss groups would be provided technology on an experimental basis to reduce motor vehicle theft and burglary. Areas with high losses would receive additional technology and enforcement initiatives
- 6) Estimate impact of change on agency revenues and costs (including any expected FTE changes), attach any materials justifying the estimates  
  
The fees are collected for the purpose to reduce auto theft and burglary.
- 7) List of entities that might be opposed to the change and their reasons for opposing it  
**None known at this time**
- 8) Identify section(s) of code that are to be changed. Section 10, Article 4413(37), Revised Statutes

# GY 2016 ABTPA Budget Summary

## Combined – All Grantees

As of 2/19/2016



<b>Y-T-D</b>	<b>Total Expenditures</b>	<b>ABTPA Expenditures</b>	<b>Match Expenditures</b>	<b>In-Kind Expenditures</b>
<b>A. Personnel (Including Overtime)</b>	\$18,793,518.00	\$10,229,764.00	\$4,529,707.00	\$4,034,047.00
<b>A. Fringe</b>	\$7,698,202.00	\$1,244,323.00	\$4,338,542.00	\$2,115,337.00
<b>B. Professional</b>	\$1,110,728.00	\$492,713.00	\$445,290.00	\$172,725.00
<b>C. Travel</b>	\$196,448.00	\$140,909.00	\$54,539.00	\$1,000.00
<b>D. Equipment</b>	\$1,144,878.88	\$623,623.00	\$274,549.88	\$246,706.00
<b>E. Supplies</b>	\$2,701,586.00	\$1,300,875.00	\$932,849.00	\$467,862.00
<b>F. Indirect Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	\$31,645,360.88	\$14,032,207.00	\$10,575,476.88	\$7,037,677.00

# GY 2017 ABTPA Potential Budget Combined – All Grantees



<b>Y-T-D</b>	<b>Total Expenditures</b>	<b>ABTPA Expenditures</b>	<b>Match Expenditures</b>	<b>In-Kind Expenditures</b>
<b>A. Personnel (Including Overtime)</b>	\$18,793,518.00	\$10,229,764.00	\$4,529,707.00	\$4,034,047.00
<b>A. Fringe</b>	\$7,698,202.00	\$1,244,323.00	\$4,338,542.00	\$2,115,337.00
<b>B. Professional</b>	\$1,110,728.00	\$492,713.00	\$445,290.00	\$172,725.00
<b>C. Travel</b>	\$196,448.00	\$140,909.00	\$54,539.00	\$1,000.00
<b>D. Equipment</b>	N/A	N/A	N/A	N/A
<b>E. Supplies</b>	\$2,701,586.00	\$1,300,875.00	\$932,849.00	\$467,862.00
<b>F. Indirect Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	\$30,500,482.00	\$13,408,584.00	\$10,300,927.00	\$6,790,971.00

February 24, 2016  
Automobile Burglary and Theft Prevention Authority

Intent to Apply Summary

The Notice of Intent to Apply Stated the following: The Automobile Burglary and Theft Prevention Authority (Authority or ABTPA) may consider issuance of the Fiscal Year 2017 (FY17) Request for Applications (RFA) to reduce the incidence of automobile burglary and theft in Texas at a regularly scheduled meeting held on February 24, 2016, if the Authority considers that there is sufficient interest of new applications.

- January 28, 2016 – The Intent to Apply *form* was placed on the public website, including a link to language for the Notice of Intent to Apply.
- February 5, 2016 – The Notice of Intent to Apply was published to the Texas Register.
- February 16, 2016 – One submission was received from Mabank Independent School District, which serves Henderson and Kaufman counties (located approximately 53 miles southeast of Dallas).

All communications relating to this RFP must be directed to the OAG contact person named above. All communications between respondents and other OAG staff members concerning this RFP are strictly prohibited. **Failure to comply with these requirements may result in proposal disqualification.**

TRD-201600335  
Amanda Crawford  
General Counsel  
Office of the Attorney General  
Filed: January 26, 2016

◆   ◆   ◆

## Automobile Burglary and Theft Prevention Authority

### Notice of Intent to Apply

The Automobile Burglary and Theft Prevention Authority (Authority or ABTPA) may consider issuance of the Fiscal Year 2017 (FY17) Request for Applications (RFA) to reduce the incidence of automobile burglary and theft in Texas at a regularly scheduled meeting held on February 24, 2016, if the Authority considers that there is sufficient interest of new applications.

To express interest, applicants that believe that they qualify may complete an Intent to Apply form located at [www.txwatchyourcar.com](http://www.txwatchyourcar.com) under the tab Intent to Apply.

Only purposes provided for under *Texas Revised Civil Statutes Article 4413(37)* and consistent with the Authority may be provided in the Intent to Apply.

### Intent to Apply Due Date

Eligible **new applicants** must submit a fully completed Intent to Apply form online on or before **5:00 p.m. February 23, 2016.**

### Applicable Authority and Rules

All Automobile Burglary and Theft Prevention Authority grant programs are governed by one or more of the following statutes, rules, standards and guidelines.

- 1) Texas Revised Civil Statutes Article 4413(37).
- 2) Texas Administrative Code: Part 3; 43 TAC Chapter 57.
- 3) Uniform Grant Management Standards (UGMS) as promulgated by the Texas Comptroller of Public Accounts.
- 4) The current Automobile Burglary and Theft Prevention Grant Administrative Guide and subsequent adopted grantee instruction manuals.

### Eligible Applicants

Law enforcement agencies, local prosecutors, judicial agencies, and neighborhood, community, business, and nonprofit organizations for programs designed to reduce the incidence of economic automobile theft are eligible to apply for grants for automobile burglary and theft prevention assistance projects. Nonprofit and for profit organizations shall be required to provide with their grant proposals sufficient documentation to evaluate the organization's credibility, the community support of the organization and the viability of the organization's existing activities in providing automobile burglary and theft prevention assistance.

### Grant Type

This is a reimbursement grant.

### Grant Term

The grant cycle is one (1) year, and will begin on September 1, 2016, and end August 31, 2017. No obligations or expenses may be incurred outside of the grant period.

### Method of Application

If the Authority issues a request for application then the instructions will be provided.

### Program Type

Only one or more of the following types of projects may be considered in the Intent to Apply:

**Law Enforcement/Detection/Apprehension Projects** - to establish automobile burglary and theft enforcement teams and other detection/apprehension programs. Priority funding may be provided to state, county, or cities for enforcement programs in particular areas of the state where the problem is assessed as significant. Enforcement efforts covering multiple jurisdictional boundaries may receive priority for funding.

**Prosecution/Adjudication/Conviction Projects** - to provide for prosecutorial and judicial programs designed to assist with the prosecution of persons charged with automobile burglary and theft offenses.

**Prevention and Anti-Theft Devices Projects** - to distribute equipment or technology and/or to test experimental equipment or technology which is designed for automobile theft and burglary deterrence.

**Reduction of the Sale of Stolen Vehicles or Parts Projects** - to provide vehicle identification number labeling, including component part labeling, and etching methods designed to deter the sale of stolen vehicles or parts (includes inspections of facilities that operate motor vehicle part and component distribution enterprises).

**Public Awareness and Crime Prevention/Education/Information Projects** - to develop and provide public awareness information and education program(s) regarding automobile burglary and theft prevention; to provide education and specialized training to law enforcement officers in automobile burglary and theft prevention and interdiction procedures; and/or to provide information linkages between state law enforcement agencies on automobile burglary and theft crimes.

### Supplanting Prohibited

Grant funds provided by the Authority under this RFP shall not be used to supplant federal, state or local funds that otherwise would be available for the same purposes.

### Cash Match Requirement

All programs must provide at least a twenty (20%) percent cash match.

### Basic Guidelines

- a) State Funds Availability - All awards by the Authority are subject to availability of state funds.
- b) Right of Refusal - The Authority reserves the right to reject any or all of the Intent to Apply forms submitted.
- c) Awards - Publishing the Intent to Apply does not obligate the Authority to fund any programs.
- d) Competitive Proposal Process - The proposal process for the Authority's Grant Program is competitive. Awards are based on a review of the grant proposal. New programs that submit an Intent to Apply and that were provided guidance on how to proceed are not guaranteed funding by the Authority nor removed from the competitive nature of the award process.

e) Final Selection - The Authority may select and award programs that best meet the statutory purposes and that reflect its current priorities. No appeal may be made from the Authority's decisions.

#### Contact Person

Bryan E. Wilson, ABTPA Director  
Texas Automobile Burglary and Theft Prevention Authority  
4000 Jackson Avenue  
Austin, Texas 78731  
(512) 465-1485  
[GrantABTPA@txdmv.gov](mailto:GrantABTPA@txdmv.gov)  
TRD-201600358  
David Richards  
General Counsel  
Automobile Burglary and Theft Prevention Authority  
Filed: January 27, 2016

### ◆ ◆ ◆ Comptroller of Public Accounts

#### Notice of Request for Proposals

Pursuant to §1201.027, Texas Government Code; Chapter 2254, Subchapter B, Texas Government Code; and Chapter 404, Subchapter H, Texas Government Code, the Texas Comptroller of Public Accounts ("Comptroller") announces its Request for Proposals No. 215a ("RFP") from qualified, independent firms to serve as Financial Advisor to Comptroller. Comptroller desires to obtain the services of a Financial Advisor related to the document preparation, issuance, sale, and delivery of Tax and Revenue Anticipation Notes, including Commercial Paper Notes ("Notes") as well as assistance in handling of disclosure issues relating to the Notes. The successful respondent will be expected to begin performance of the contract on or after March 31, 2016.

Contact: Parties interested in submitting a proposal should contact Jason C. Frizzell, Assistant General Counsel, Contracts, Texas Comptroller of Public Accounts, 111 E. 17th St., Rm 201, Austin, Texas 78774 ("Issuing Office"), telephone number: (512) 305-8673. Comptroller will make the entire RFP available electronically on the *Electronic State Business Daily* ("ESBD") at <http://esbd.cpa.state.tx.us> on Friday, February 5, 2016, after 10:00 a.m. Central Time ("CT").

Questions: All written questions must be received at the above-referenced address not later than 2:00 p.m. CT on Friday, February 12, 2016. Prospective respondents are encouraged to e-mail Questions to [contracts@cpa.texas.gov](mailto:contracts@cpa.texas.gov) to ensure timely receipt. On or about Friday, February 19, 2016, Comptroller expects to post responses to questions as a revision to the *Electronic State Business Daily* notice on the issuance of the RFP. **Respondents shall be solely responsible for verifying timely receipt of Questions in the Issuing Office.**

Closing Date: Proposals must be delivered to the Issuing Office, to the attention of the Assistant General Counsel, Contracts, Section, no later than 2:00 p.m. CT, on **Friday, March 4, 2016. Late proposals will not be considered under any circumstances. Respondents shall be solely responsible for verifying timely receipt of Proposals in the Issuing Office.**

Evaluation Criteria: Proposals will be evaluated under the evaluation criteria outlined in the RFP. Comptroller shall make the final decision on any contract award or awards resulting from the RFP. Comptroller reserves the right, in its sole discretion, to accept or reject any or all proposals submitted. Comptroller is not obligated to award or execute

any contracts on the basis of this notice or the distribution of any RFP. Comptroller shall not pay for any costs incurred by any entity in responding to this notice or the RFP.

The anticipated schedule of events is as follows: Issuance of RFP - February 5, 2016, 10:00 a.m. CT; Questions Due - February 12, 2016, 2:00 p.m. CT; Official Responses to Questions posted - February 19, 2016, or as soon thereafter as practical; **Proposals Due - March 4, 2016, 2:00 p.m. CT**, Contract Execution - March 31, 2016, or as soon thereafter as practical; and Commencement of Project Activities - on or after March 31, 2016.

TRD-201600351  
Jason C. Frizzell  
Assistant General Counsel, Contracts  
Comptroller of Public Accounts  
Filed: January 27, 2016

### ◆ ◆ ◆ Office of Consumer Credit Commissioner

#### Notice of Rate Ceilings

The Consumer Credit Commissioner of Texas has ascertained the following rate ceilings by use of the formulas and methods described in §303.003 and §303.009, Texas Finance Code.

The weekly ceiling as prescribed by §303.003 and §303.009 for the period of 02/01/16 - 02/07/16 is 18% for Consumer<sup>1</sup>/Agricultural/Commercial<sup>2</sup> credit through \$250,000.

The weekly ceiling as prescribed by §303.003 and §303.009 for the period of 02/01/16 - 02/07/16 is 18% for Commercial over \$250,000.

<sup>1</sup> Credit for personal, family or household use.

<sup>2</sup> Credit for business, commercial, investment or other similar purpose.

TRD-201600344  
Leslie Pettijohn  
Commissioner  
Office of Consumer Credit Commissioner  
Filed: January 26, 2016

### ◆ ◆ ◆ Texas Education Agency

#### Notice of Correction: Request for Applications Concerning Texas 21st Century Community Learning Centers Grant Program, Cycle 9, Year 1

Filing Date. January 27, 2016

Filing Authority. The availability of grant funds under Request for Applications #701-16-102 is authorized by Elementary and Secondary Education Act, Title IV, Part B, 21st Century Community Learning Centers, as amended.

The Texas Education Agency (TEA) published Request for Applications #701-16-102 concerning the Texas 21st Century Community Learning Centers Grant Program, Cycle 9, Year 1, in the January 22, 2016, issue of the *Texas Register* (41 TexReg 688).

The TEA is correcting the statutory purpose described in the notice, clarifying the funding source, and correcting the priority consideration portion of the selection criteria.

The description of the statutory purpose is corrected to read as follows: The Elementary and Secondary Education Act, Title IV, Part B, specifies that 21st Century Community Learning Centers funds are to be used to provide opportunities for communities to establish or expand

## INTENT TO APPLY SUBMISSION

Sent: Tuesday, February 16, 2016 9:54 AM

**Organization Name:** Mabank Independent School District

**Contact Name:** Joey Rich

**Phone Number:** 903-880-1600

**Email Address:** [jdrieh@mabankisd.onmicrosoft.com](mailto:jdrieh@mabankisd.onmicrosoft.com)

**Organization Type:** Independent School District

**Proposed Coverage Area:** Mabank, Kaufman County, Henderson County

**Historical Data:** These figures are not available via UCR#, however, anecdotal reports indicate that since this agency's inception (fall of 2014), we have had reports of multiple attempts of vehicle theft (with one completed during F/Y 2015) as well as multiple completed vehicular burglaries.

**Will you be able to receive authorization from your governing body to submit a grant application?:** yes

**Will you be able to coordinate with other jurisdictions to establish a regional Task Force?:** yes

**Does your organization currently have an automobile burglary and/or theft interdiction and/or prevention program?:** yes

**Project Description:** We are a small school district in the periphery of the Dallas-Fort Worth Metroplex. In the past 12 months we've had a single stolen vehicle from our campus facilities and several attempted thefts. We have implemented vigorous patrols in our parking areas and have recently passed a bond initiative to increase our video surveillance capabilities. Additionally, by the end of the school year we will increase our sworn officer numbers by one-third.

**Has your organization applied for an ABTPA grant in the past?:** no

**If yes, were you awarded a grant?:**

**If yes, please provide an explanation regarding the termination of the grant:**

**Applicants are required to provide a 20% cash match contribution of the project total budget. Will you be able to meet the 20% cash match requirement if awarded a grant?:** yes

**Will your entity be able to dedicate personnel and other resources required for the successful implementation of a grant if awarded? (e.g. investigators, financial officers, etc.):** yes

**Can you certify that the funds requested will be used to supplement existing local funds?:** yes

**Which of the following ABTPA grant categories identifies the main focus of the proposed project?:** Law Enforcement, Detection and Apprehension

**Provide a brief narrative on the function of the proposed project which includes the projected goals and activities:** Upon reception of this grant proposal, our department will purchase two golf carts which will be marked as police units to regularly patrol student and faculty parking facilities. These vehicles will increase officer presence and mobility, and in conjunction with new video and other electronic technologies (earmarked in a recent bond election), will result in fewer attempted and successful auto burglaries and thefts.



### **Board Agenda Item**

#### **Section 3. Briefings and Action Items Part B.**

Adoption of Rules under Title 43, Texas  
Administrative Code Chapter 57, Automobile Burglary  
and Theft Prevention Authority

Amendments to §57.9, Nonsupplanting Requirement;  
§57.14, Approval of Grant Projects; §57.18, Grant  
Adjustments; §57.48, Motor Vehicle Years of Insurance  
Calculations; and §57.51, Refund Determinations  
(Proposal Published November 13, 2015-  
40 TexReg 8016)

Automobile Burglary and Theft Prevention Authority  
Chapter 57, Automobile Burglary and Theft Prevention Authority

1 §57.9. Nonsupplanting Requirement.

2 (a) State [~~Texas Civil Statutes, Article 4413(32a),~~  
3 ~~§6(a)(7), requires that state~~] funds provided by this Act  
4 shall not be used to supplant state or local funds.

5 (b) Supplanting means the replacement of other funds with  
6 ABTPA grant funds. It shall also include~~or~~ using existing  
7 resources already available to a program activity as cash  
8 match.

9 (c) Positions which existed prior to new grant award  
10 approval and were funded from any source other than ABTPA  
11 grant funds are not eligible for grant funding or to be used  
12 as cash match.

13 (d) If a grant program is reduced by 20% or more from the  
14 previous year, and as a result, grant funded or match  
15 positions are transferred to other duties for the grant year,  
16 they may be returned to grant funding in the subsequent grant  
17 year. This exception is not available for any positions that  
18 have not been grant funded or used as match for more than one  
19 grant year.

20 (e) [(b)] Each grantee shall certify that ABTPA funds  
21 have not been used to replace state or local funds that would  
22 have been available in the absence of ABTPA funds. The  
23 certification shall be incorporated in each grantee's [~~report~~  
24 ~~of~~] expenditure report. [~~and status of funds referred to under~~

| 02/24/16 Amendments

| 2.19 LJ Draft - Suggested changes for adoption

Automobile Burglary and Theft Prevention Authority  
Chapter 57, Automobile Burglary and Theft Prevention Authority

1 ~~§57.3(6) of this title (relating to Compliance Adoption by~~  
2 ~~Reference).~~]

3  
4 §57.14. Approval of Grant Projects.

5 (a) The ABTPA board will approve funding for projects on  
6 an annual basis, subject to continuation of funding through  
7 state appropriations and availability of funds.

8 (b) To be eligible for consideration for funding, a  
9 project must be designed to support one of the following ABTPA  
10 program categories:

11 (1) Law Enforcement, Detection and Apprehension;

12 (2) Prosecution, Adjudication and Conviction;

13 (3) Prevention, Anti-Theft Devices and Automobile  
14 Registration;

15 (4) Reduction of the Sale of Stolen Vehicles or  
16 Parts; and

17 (5) Educational Programs and Marketing. [~~Public~~  
18 ~~Awareness, Crime Prevention, and Education.~~]

19 (c) Grant award decisions by the ABTPA are final and not  
20 subject to judicial review.

21  
22 §57.18. Grant Adjustments.

23 (a) The grantee must secure prior written approval from  
24 the ABTPA director for any of the following:

| 02/24/16 Amendments

2.19 LJ Draft - Suggested changes for adoption

Automobile Burglary and Theft Prevention Authority  
Chapter 57, Automobile Burglary and Theft Prevention Authority

1 (1) changes in the need, objectives, approach, or  
2 geographical location of the grant;

3 (2) transfers of funds among direct cost categories  
4 exceeding 5.0% of the total grant budget;

5 (3) changes in overtime, confidential funds, the  
6 number of positions or job descriptions of personnel specified  
7 in the grant agreement;

8 (4) changes in equipment amounts, types, or methods  
9 of acquisition;

10 (5) out-of-state travel not specified in the grant  
11 agreement; [~~changes in the grant or liquidation periods~~] or

12 (6) other changes for which the grant agreement or  
13 uniform grant and contract management standards require prior  
14 approval. [~~The grantee must provide written notification to~~  
15 ~~the ABTPA director within five days from the date of any~~  
16 ~~change in the project director, financial officer, or~~  
17 ~~authorized official.~~]

18 (b) The grantee must provide written notification to the  
19 ABTPA director within five days from the date of any change in  
20 the ~~program~~~~project~~ director, financial officer, or authorized  
21 official.

22  
23 §57.48. Motor Vehicle Years of Insurance Calculations.

24 (a) Each insurer, in calculating the fees established by

| 02/24/16 Amendments

| 2.19 LJ Draft - Suggested changes for adoption

Automobile Burglary and Theft Prevention Authority  
Chapter 57, Automobile Burglary and Theft Prevention Authority

1 Texas Civil Statutes, Article 4413(37), §10, shall comply with  
2 the following guidelines:

3 (1) The single statutory fee of \$2 [~~\$2.00~~] is  
4 payable on each motor vehicle for which the insurer provides  
5 insurance coverage during the calendar year regardless of the  
6 number of policy renewals; and

7 (2) When more than one insurer provides coverage for  
8 a motor vehicle during the calendar year, each insurer shall  
9 pay the statutory fee for that vehicle.

10 (3) "Motor vehicle" as referred to in Texas Civil  
11 Statutes, Article 4413(37), §1(5), [~~§10(2),~~] means motor  
12 vehicle as defined by the Insurance Code, Article 5.01(e).  
13 This definition shall be used when calculating the fees under  
14 this section.

15 (4) All motor vehicle or automobile insurance  
16 policies as defined by Insurance Code, Article 5.01(e),  
17 covering a motor vehicle shall be assessed the \$2 [~~\$2.00~~] fee  
18 except mechanical breakdown policies, garage liability  
19 policies, nonresident policies and policies providing only  
20 non-ownership or hired auto coverages.

21 (b) The Texas Automobile Burglary and Theft Prevention  
22 Authority Assessment Report form and Instructions for the  
23 Computation of the Automobile Burglary and Theft Prevention  
24 Authority Assessment of the Comptroller of Public Accounts are

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1 adopted by reference. The form and instructions are available  
2 from the Comptroller of Public Accounts, Tax Administration,  
3 P.O. Box 149356, Austin, Texas 78714-9356. Each insurer shall  
4 use this form and follow these instructions when reporting  
5 assessment information to the Comptroller.

6

7 §57.51. Refund Determinations.

8 (a) An insurer that seeks a determination of the  
9 sufficiency or a refund of a semi-annual payment must file an  
10 amended reports for each period and submit a written claim to  
11 the director or the ABTPA board for a determination or a  
12 refund not later than four years [~~six months~~] after the date  
13 the semi-annual payment was made to the state comptroller.

14 (b) The director or the ABTPA board designee shall review  
15 the claim and obtain from the insurer any additional  
16 information, if any, that may be necessary or helpful to  
17 assist in the ABTPA determination. If an insurer refuses to  
18 provide the requested information, the refund shall [~~may~~] be  
19 denied in whole or in part.

20 (c) The director or the ABTPA board designee is  
21 authorized to employ or retain the services of a third party,  
22 such as the state comptroller, financial advisors to assist in  
23 the determination. The director or the designee shall prepare  
24 a written report to the ABTPA based on the director's or the

| 02/24/16 Amendments

| 2.19 LJ Draft - Suggested changes for adoption

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1 designee's review and shall contain findings, conclusions, and  
2 a recommendation.

3 (d) The ABTPA shall base its determination on the  
4 documentary evidence considered by the director or the board  
5 designee. The ABTPA decision shall be based on a majority vote  
6 of the board. The ABTPA decision is final and is not subject  
7 to judicial review.

8 (e) Upon determining that an insurer is entitled to a  
9 refund, the ABTPA shall notify the comptroller and request the  
10 comptroller to draw warrants for the purpose of refunding  
11 overpayments. [~~on the funds available to the ABTPA for the~~  
12 ~~purpose of refunding monies overpaid.~~]

**From:** Hansen, Tommy [<mailto:Tommy.Hansen@co.galveston.tx.us>]  
**Sent:** Tuesday, December 01, 2015 9:20 AM  
**To:** Richards, David  
**Cc:** Zz - Resource - GCO\_Rules  
**Subject:** ABTPA Chapter 57 amendments

Mr. Richards,

After review of the proposed changes to Chapter 57 as it pertains to the the Auto Burglary and Theft Prevention Authority we have a one major concern.

Under 57.9 (b) we have concerning as to the term “existing resources” This is very subject to question as there is no known clear definition of “existing resources”.

We are concerned that without further discussion of this many of the agencies that have supported this program and that have given much to it’s support and who have also been fiscally responsible could be punished.

This creating chaos and could at some time cause agencies to pull out. Then where are we. We cannot accomplish the goals of this program without task forces.

We are fearful that items such as benefits, fuel and other direct expenses that are necessary to function that are paid for by the agencies could no longer be considered as match. That is a recipe for disaster...

We also feel that those who have been fiscally responsible and who have been able to maintain program income to allow them to keep a level of service could also be penalized.

We would highly recommend that this be discussed with the Board and Grantees to make sure everyone understands how this could

The only other minor matter is 57.18 6(b) concerning written notification to ABTPA director concerning change in project director, financial officer or authorized official. We might also want to consider Program Manager (Commanders) in this as well. As this person is actually the one responsible for the day to day operations of the task forces and should have their finger on the pulse of the program. Just a suggestion on this.

## Wilson, Bryan

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**From:** Bryan P. Sudan <bpsudan@TarrantCounty.com>  
**Sent:** Friday, November 13, 2015 9:27 AM  
**To:** Zz - Resource - GCO\_Rules  
**Subject:** FW: Automobile Burglary and Theft Prevention Authority (ABTPA) Proposed Rules - Comments Due December 14, 2015 5:00 PM  
**Attachments:** Final Preamble Revised After Bd Mtg.docx; Final Rules.docx  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

After careful review and consideration, the Tarrant Regional Auto Crimes Task Force supports the proposed rule changes.

Sincerely



Bryan P. Sudan  
Commander  
Tarrant Regional Auto Crimes Task Force  
2400 Circle Dr. #100  
Fort Worth, TX 76119  
Office – 817.560.6560 ext. 11  
Fax – 817.560.6566  
[bpsudan@tarrantcounty.com](mailto:bpsudan@tarrantcounty.com)

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**From:** Wilson, Bryan [<mailto:Bryan.Wilson@txdmv.gov>]  
**Sent:** Sunday, November 01, 2015 11:25 AM  
**To:** Wilson, Bryan  
**Cc:** GrantsABTPA (TxDMV); Matthys, Barbara; Gonzales, Dominic; Dominguez, Mary; Price, Daniel (Contractor); Richards, David; Jennings, Linda  
**Subject:** Automobile Burglary and Theft Prevention Authority (ABTPA) Proposed Rules - Comments Due December 14, 2015 5:00 PM

Grantees and Interested Parties,

The proposed changes to Texas Administrative Code; Title 43, Part 3, Chapter 57 -ABTPA rules (see attached) that were discussed in the October 7, 2015 ABTPA Board meeting are scheduled to be posted on November 13, 2015. Any person wishing to comment on the proposed rules must comment prior to December 14, 2015, at 5:00 p.m..

Prior to the ABTPA Board meeting I asked all grantees and other interested parties to provide informal comments. I accepted many of those comments. Once these proposed rules are posted for official comment the ABTPA board will consider the proposed rules along with any comments at their next meeting. They may revise and re-post or adopt these proposed rules after due consideration of all written comments.

Written comments on the proposed amendments may be submitted to **David Richards, General Counsel, Automobile Burglary and Theft Prevention Authority, 4000 Jackson Avenue, Building 1, Austin, Texas 78731** or by email to [rules@txdmv.gov](mailto:rules@txdmv.gov). The deadline for receipt of comments is 5:00 p.m. on December 14, 2015.

Respectfully,

BW

**BRYAN E. WILSON**

ABTPA Director

4000 Jackson Avenue

Austin, Texas 78731

Phone: (512) 465-4012

Cell: (512) 431-3489

Fax: (512) 465-3775



## Wilson, Bryan

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**From:** Lisa Davis <Lisa.Davis@cpa.texas.gov>  
**Sent:** Wednesday, November 18, 2015 7:52 AM  
**To:** Zz - Resource - GCO\_Rules  
**Cc:** Wilson, Bryan; Karen Snyder; Joseph Scanio; Richards, David  
**Subject:** RE: ABTPA Proposed Rules Published in Texas Register - Reminder  
**Attachments:** Final Rules (CPA on 57.48 (Calc of MV Yrs) and 57.51 (Refund Determ.)) (LD 11.18.15).docx; Final Preamble Revised After Bd Mtg (LD 11.18.15).docx

Attached please find suggested edits from Tax Policy.

Please contact me to discuss the edits or any other questions you might have.

Lisa Davis  
Insurance Tax Analyst  
Direct: (512) 463-7587  
<http://comptroller.texas.gov/>

IMPORTANT NOTICE: This communication and any attachments may contain privileged or confidential information under the Texas Public Information Act and/or applicable state and federal laws. If you have received this message in error, please notify the sender immediately.

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**From:** Wilson, Bryan [<mailto:Bryan.Wilson@txdmv.gov>]  
**Sent:** Tuesday, November 17, 2015 10:51 AM  
**To:** Wilson, Bryan  
**Cc:** Mellott, Shelly; Chief Carlos Garcia; Ashley Hunter; Richards, David  
**Subject:** ABTPA Proposed Rules Published in Texas Register - Reminder

Grantees and Interested Parties,

The proposed changes to Texas Administrative Code; Title 43, Part 3, Chapter 57 - ABTPA rules that were discussed in the October 7, 2015 ABTPA Board meeting were posted on November 13, 2015. Any person wishing to comment on the proposed rules must comment prior to December 14, 2015, at 5:00 p.m..

Here is the link to ABTPA's Proposed Rules that were published in the Texas Register on November 13, 2015. The proposed rules are on pages 70-73.  
<http://www.sos.state.tx.us/texreg/pdf/backview/1113/1113prop.pdf>

The ABTPA board will consider the proposed rules along with any comments at their next meeting. They may revise and re-post or adopt these proposed rules after due consideration of all written comments.

Written comments on the proposed amendments may be submitted to **David Richards, General Counsel, Automobile Burglary and Theft Prevention Authority, 4000 Jackson Avenue, Building 1, Austin, Texas 78731** or by email to [rules@txdmv.gov](mailto:rules@txdmv.gov). The deadline for receipt of comments is 5:00 p.m. on December 14, 2015.

Respectfully,  
BW  
**BRYAN E. WILSON**

ABTPA Director  
4000 Jackson Avenue  
Austin, Texas 78731  
Phone: (512) 465-4012  
Cell: (512) 431-3489  
Fax: (512) 465-3775





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1 Amendments to §57.48, Motor Vehicle Years of Insurance  
2 Calculations, are proposed to update and clarify the rule with  
3 current statute.

4  
5 Amendments are proposed to §57.51, Refund Determinations, to  
6 ~~implement House Bill 2424, 84th Legislature, 2015, which amended~~  
7 ~~Tex. Rev. Civ. Stat. Ann. Art. 4413(37), Section 6A to change~~  
8 ~~the time period in which a refund claim can be filed for~~  
9 ~~determination or a refund from six-months to four years and~~  
10 ~~amendments to clarify the section.~~

**Comment [LD2]:** This is the type of comment our management looks for in the preamble, to explain why changes are required. Just a suggestion based on our experience.

11  
12 Proposed amendments are made throughout the sections to revise  
13 terminology for consistency with Texas Department of Motor  
14 Vehicle (TxDMV) rules and with current ABTPA practice. In  
15 addition, nonsubstantive amendments are proposed to correct  
16 punctuation, grammar, capitalization, and references throughout  
17 the proposed amended sections.

18  
19 FISCAL NOTE

20 Linda M. Flores, Chief Financial Officer, has determined that  
21 for each of the first five years the amendments as proposed are  
22 in effect, there will be no fiscal implications for state or

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Automobile Burglary and Theft Prevention Authority  
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1 local governments as a result of enforcing or administering the  
2 amendments.

3

4 Bryan Wilson, Director of ABTPA, has certified that there will  
5 be no significant impact on local economies or overall  
6 employment as a result of enforcing or administering the  
7 proposed amendments.

8

9 PUBLIC BENEFIT AND COST

10 Mr. Wilson has also determined that for each year of the first  
11 five years the amendments are in effect, the public benefit  
12 anticipated as a result of enforcing or administering the  
13 amendments will be simplification and clarification of the  
14 agency's rules. There are no anticipated economic costs for  
15 persons required to comply with the amendments as proposed.  
16 There will be no adverse economic effect on small businesses or  
17 micro-businesses.

18

19 TAKINGS IMPACT ASSESSMENT

20 The ABTPA has determined that this proposal affects no private  
21 real property interests and that this proposal does not restrict  
22 or limit an owner's right to property that would otherwise exist

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1 in the absence of government action, and so does not constitute  
2 a taking or require a takings impact assessment under the  
3 Government Code, §2007.043.

4

5 SUBMITTAL OF COMMENTS

6 Written comments on the proposed amendments may be submitted to  
7 David Richards, General Counsel, Automobile Burglary and Theft  
8 Prevention Authority, 4000 Jackson Avenue, Building 1, Austin,  
9 Texas 78731 or by email to *rules@txdmv.gov*. The deadline for  
10 receipt of comments is 5:00 p.m. on December 14, 2015.

11

12 STATUTORY AUTHORITY

13 The amendments are proposed under Texas Civil Statutes, Article  
14 4413(37), Section 6(a), which provides the Board of the  
15 Automobile Burglary and Theft Prevention Authority with the  
16 authority to adopt rules that are necessary and appropriate to  
17 implement the powers and the duties of the authority.

18

19 CROSS REFERENCE TO STATUTE

20 Texas Civil Statutes, Article 4413(37).

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1 §57.9. Nonsupplanting Requirement.

2 (a) State [~~Texas Civil Statutes, Article 4413(32a),~~  
3 ~~§6(a)(7), requires that state]~~ funds provided by this Act  
4 shall not be used to supplant state or local funds.

5 (b) Supplanting means the replacement of other funds with  
6 ABTPA grant funds or using existing resources as cash match.

7 (c) Positions which existed prior to new grant award  
8 approval and were funded from any source other than ABTPA  
9 grant funds are not eligible for grant funding or to be used  
10 as cash match.

11 (d) If a grant program is reduced by 20% or more from the  
12 previous year, and as a result, grant funded or match  
13 positions are transferred to other duties for the grant year,  
14 they may be returned to grant funding in the subsequent grant  
15 year. This exception is not available for any positions that  
16 have not been grant funded or used as match for more than one  
17 grant year.

18 (e) [~~(b)~~] Each grantee shall certify that ABTPA funds  
19 have not been used to replace state or local funds that would  
20 have been available in the absence of ABTPA funds. The  
21 certification shall be incorporated in each grantee's [~~report~~  
22 ~~of]~~ expenditure report. [~~and status of funds referred to under~~  
23 ~~§57.3(6) of this title (relating to Compliance Adoption by~~  
24 ~~Reference).~~]

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§57.14. Approval of Grant Projects.

(a) The ABTPA board will approve funding for projects on an annual basis, subject to continuation of funding through state appropriations and availability of funds.

(b) To be eligible for consideration for funding, a project must be designed to support one of the following ABTPA program categories:

- (1) Law Enforcement, Detection and Apprehension;
- (2) Prosecution, Adjudication and Conviction;
- (3) Prevention, Anti-Theft Devices and Automobile Registration;
- (4) Reduction of the Sale of Stolen Vehicles or Parts; and
- (5) Educational Programs and Marketing. [~~Public Awareness, Crime Prevention, and Education.~~]

(c) Grant award decisions by the ABTPA are final and not subject to judicial review.

§57.18. Grant Adjustments.

(a) The grantee must secure prior written approval from the ABTPA director for any of the following:

- (1) changes in the need, objectives, approach, or geographical location of the grant;

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1           (2) transfers of funds among direct cost categories  
2 exceeding 5.0% of the total grant budget;

3           (3) changes in overtime, confidential funds, the  
4 number of positions or job descriptions of personnel specified  
5 in the grant agreement;

6           (4) changes in equipment amounts, types, or methods  
7 of acquisition;

8           (5) out-of-state travel not specified in the grant  
9 agreement; [~~changes in the grant or liquidation periods;~~] or

10           (6) other changes for which the grant agreement or  
11 uniform grant and contract management standards require prior  
12 approval. [~~The grantee must provide written notification to~~  
13 ~~the ABTPA director within five days from the date of any~~  
14 ~~change in the project director, financial officer, or~~  
15 ~~authorized official.]~~

16           (b) The grantee must provide written notification to the  
17 ABTPA director within five days from the date of any change in  
18 the project director, financial officer, or authorized  
19 official.

20

21 §57.48. Motor Vehicle Years of Insurance Calculations.

22           (a) Each insurer, in calculating the fees established by  
23 Texas Civil Statutes, Article 4413(37), §10, shall comply with  
24 the following guidelines:

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1 (1) The single statutory fee of \$2 [~~\$2.00~~] is  
2 payable on each motor vehicle for which the insurer provides  
3 insurance coverage during the calendar year regardless of the  
4 number of policy renewals; and

5 (2) When more than one insurer provides coverage for  
6 a motor vehicle during the calendar year, each insurer shall  
7 pay the statutory fee for that vehicle.

8 (3) "Motor vehicle" ~~as is~~ defined [~~as referred to~~] in  
9 Texas Civil Statutes, Article 4413(37), §1(5), [~~§10(2)~~], means  
10 motor vehicle as defined by the Insurance Code, Article  
11 5.01(e). This definition shall be used when calculating the  
12 fees under this section.

13 (4) All motor vehicle or automobile insurance  
14 policies as defined by Insurance Code, Article 5.01(e),  
15 covering a motor vehicle shall be assessed the \$2 [~~\$2.00~~] fee  
16 except mechanical breakdown policies, garage liability  
17 policies, nonresident policies and policies providing only  
18 non-ownership or hired auto coverages.

19 (b) The Texas Automobile Burglary and Theft Prevention  
20 Authority Assessment Report form and Instructions for the  
21 Computation of the Automobile Burglary and Theft Prevention  
22 Authority Assessment of the Comptroller of Public Accounts are  
23 adopted by reference. The form and instructions are available  
24 from the Comptroller of Public Accounts, Tax Administration,

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**Comment [LD1]:** We are a bit troubled by the new definition. It would read that motor vehicle as defined in 4413 means motor vehicle as defined by 5.01(e). Experience tells us that two different definitions might be problematic. The last sentence says "this definition shall be used," but there are two of them, so which one is referenced?

Karen and I believe that the existing definition is clear. Art. 4413 is used as a reference to 5.01(e), which we believe is appropriate given that 5.01(e) is broader. This article addresses MV or automobile insurance for ratemaking purposes.

Our policy has always been that if an insurer writes any form of MV insurance, then the MV years are subject to the ABTPA assessment.

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1 P.O. Box 149356, Austin, Texas 78714-9356. Each insurer shall  
2 use this form and follow these instructions when reporting  
3 assessment information to the Comptroller.

4  
5 §57.51. Refund Determinations.

6 (a) An insurer that seeks a determination of the  
7 sufficiency or a refund of a semi-annual payment must file an  
8 amended reports for each period and submit a written claim to  
9 the director or the ABTPA board for a determination or a  
10 refund not later than four years [~~six months~~] after the date  
11 the semi-annual payment was made to the state comptroller.

Comment [LD2]: Minor changes suggested.

12 (b) The director or the ABTPA board designee shall review  
13 the claim and obtain from the insurer any additional  
14 information, if any, that may be necessary or helpful to  
15 assist in the ABTPA determination. If an insurer refuses to  
16 provide the requested information, the refund shall [~~may~~] be  
17 denied in whole or in part.

18 (c) The director or the ABTPA board designee is  
19 authorized to employ or retain the services of a third party,  
20 such as the state comptroller, financial advisors to assist in  
21 the determination. The director or the designee shall prepare  
22 a written report to the ABTPA based on the director's or the  
23 designee's review and shall contain findings, conclusions, and  
24 a recommendation.

Comment [LD3]: We wanted to offer this language as a possibility.

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1 (d) The ABTPA shall base its determination on the  
2 documentary evidence considered by the director or the board  
3 designee. The ABTPA decision shall be based on a majority vote  
4 of the board. The ABTPA decision is final and is not subject  
5 to judicial review.

6 (e) Upon determining that an insurer is entitled to a  
7 refund, the ABTPA shall notify the comptroller and request the  
8 comptroller to draw warrants for the purpose of refunding  
9 overpayments ~~on the funds available to the ABTPA for the~~  
10 ~~purpose of refunding monies overpaid~~.

Comment [LD4]: Minor change suggested.

10/07/15 Amendments