

COURT ORDER

ORDER NO: 2013 1488

DATE:

STATE OF TEXAS

COUNTY OF DALLAS

BE IT REMEMBERED, at a regular meeting of Commissioners Court of Dallas County, Texas, held on the 10th day of September, 2013, on a motion made by Dr. Elba Garcia, Commissioner District 4 and seconded by John Wiley Price, Commissioner District 3, the following Court Order was adopted:

WHEREAS, on September 3, 2013, the Dallas County Commissioners Court was briefed regarding participation by the North Texas Tollway Authority in the Dallas County Scofflaw Program; and

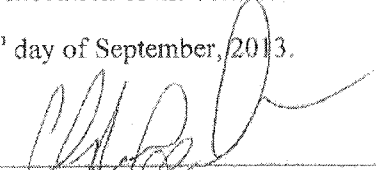
WHEREAS, the North Texas Tollway Authority desires to enter into an agreement with the Dallas County Tax Assessor/Collector to refuse to register or re-register certain motor vehicles when the Dallas County Tax Assessor/Collector receives information from the Texas Department of Motor Vehicles' registration system that the owner of the vehicle has been finally determined to be a habitual violator under Subchapter C, Chapter 372, Transportation Code and has failed to pay outstanding tolls and fees to the toll project entity; and

WHEREAS, the Dallas County Tax Assessor/Collector will charge \$5.24 per vehicle record eligible for flagging as defined by the Texas Department of Motor Vehicles. If the records are unable to be flagged by Texas Department of Motor Vehicles, the records will be listed on Dallas County Wanted for \$1 per record; and


WHEREAS, this recommendation is consistent with Dallas County Strategic Plan Vision 1 Dallas County ensures the maintenance and delivery of programs and services for Dallas County stakeholders.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court does hereby authorize the Dallas County Tax Assessor/Collector to enter into a contract with the North Texas Tollway Authority for their participation in the Dallas County Scofflaw Program and authorizes the County Judge to sign related documents required for the execution of the contract.


DONE IN OPEN COURT this the 10th day of September, 2013.

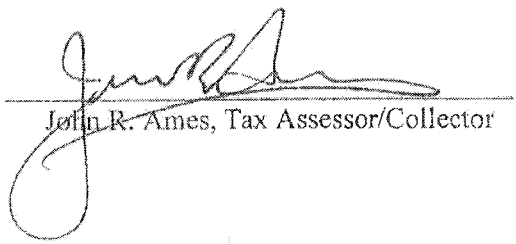

Clay Lewis Jenkins, County Judge


Dr. Theresa Daniel, District #1


Mike Cantrell, District #2


John Wiley Price, District #3


Dr. Elba Garcia, District #4

Recommended By: 
John R. Ames, Tax Assessor/Collector

STATE OF TEXAS §
 § INTERLOCAL AGREEMENT
COUNTY OF DALLAS §

This Agreement made and entered into this 10 day of September, 2013, by and between the County of Dallas, hereinafter referred to as "County", with the agreement, consent, and participation of the Dallas County Tax Assessor-Collector, hereinafter referred to as the "County or County Tax Assessor-Collector", and the North Texas Tollway Authority ("NTTA"), a regional tollway authority.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the County and the NTTA are local governments as defined in Texas Government Code, Section 791.003(4), each have the authority to enter into this agreement, and have each entered into this agreement by the action of their respective governing bodies in the appropriate manner prescribed by law; and

WHEREAS, Transportation Code §502.011, provides that a county tax assessor-collector, may refuse to register or renew the registration of a motor vehicle if it has received written notice from a toll project entity that the owner of the vehicle ("registered owner") has been finally determined to be a habitual violator under Subchapter C, Chapter 372, Transportation Code and has failed to pay outstanding tolls and fees to the toll project entity; and

WHEREAS, NTTA is a toll project entity under Subchapter C; Chapter 372, Transportation Code; and

WHEREAS, Transportation Code §372.111 and §502.011 allow a toll project entity to contract with the County to provide the necessary information to a county for the above determination by the county tax assessor-collector to deny motor vehicle registration or re-registration to certain persons; and

WHEREAS, such a consolidated effort in the effectuation of Texas Transportation Code, Chapter 372, Subchapter C, are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, both the County and NTTA represent to one another that each respective party has the authority to enter into this agreement and perform the obligations and duties stated herein; and

WHEREAS, the County and NTTA specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party;

NOW THEREFORE, this contract is made and entered into by County and NTTA in consideration of the aforementioned recitals and for the mutual consideration stated herein ("the Agreement"):

1. **PURPOSE OF AGREEMENT.**

The purpose of the Agreement is to state the terms and conditions under which the County Tax Assessor-Collector, pursuant to information provided by NTTA, will refuse to register or re-register certain motor vehicles when the County Tax Assessor-Collector receives information from the Texas Department of Motor Vehicles (the "Department") motor vehicle registration system that the owner of the vehicle owes NTTA tolls and fees. The parties will work together to implement processes and procedures consistent with the terms of the Agreement to effectuate the purposes of this agreement. In addition, the Agreement addresses the circumstances in which the NTTA may list debtors on the Dallas County Wanted website ("DCW").

2. **DUTIES OF THE NTTA.**

2.1 The NTTA shall provide information to the County sufficient to enable the County Tax Assessor-Collector to identify "flagged" registered vehicle owners to determine which vehicle owners have been finally determined to be habitual violators under the Texas Transportation Code Chapter 372, Subchapter C, and have outstanding tolls and fees due to NTTA. In supplying such information to the County, NTTA will adhere to all applicable provisions of Texas Transportation Code §366, §372 and §502 as well as all other applicable laws of the State of Texas while in the performance of its duties and obligations under the Agreement.

2.2 The NTTA shall notify the County Tax Assessor-Collector within the next business day when the amount of tolls and fees regarding a person are paid in full or otherwise addressed to NTTA's satisfaction as determined by the NTTA in its sole discretion.

2.3 The NTTA shall provide necessary notice forms that tolls and fees are cleared for presentation to the County Tax Assessor-Collector pursuant to Section 2.2 above on a form that is acceptable to the County.

2.4 The NTTA shall provide to the County instruction sheets, including a map, in a form acceptable to the County to distribute to flagged motor vehicle owners to explain the procedures necessary to resolve the outstanding tolls and fees in order to obtain a vehicle registration or re-registration.

2.5 The NTTA shall provide a telephone number and the location of an NTTA office where individual inquiries and complaints can be made regarding denial of registration by the County Tax Assessor-Collector due to outstanding NTTA tolls and fees.

2.6 The NTTA shall conduct a publicity campaign to explain when registration and re-registration will be denied and the procedures necessary to obtain valid registration. The publicity campaign shall include posting information on the NTTA website and an information insert in all invoices sent to violators that could be potentially placed on a registration block by the NTTA.

2.7 The NTTA shall identify, by name, address, and telephone number, an individual or individuals who shall have authority on behalf of the NTTA to coordinate, direct and supervise the Agreement.

2.8 The NTTA must provide the County with the license plate number and/or a Vehicle Identification Number (VIN) of each vehicle the NTTA would like to prohibit motor vehicle registration.

2.9 The NTTA shall provide all records in an electronic format when adding, updating, or deleting records. The County will provide an FTP location and format for these submissions.

2.10 The NTTA has the sole discretion to provide the County with a vehicle record to prohibit motor vehicle registration. However, the NTTA shall only include those vehicle records that have been finally determined to be a habitual violator under Transportation Code Chapter 372, Subchapter C and has failed to pay outstanding tolls and fees to the toll project entity.

3. DUTIES OF THE COUNTY

3.1 The County Tax Assessor-Collector, and his subcontractors, shall:

3.1.1 Enter into an interlocal agreement with the Department to transmit all necessary vehicle information received from the NTTA to the Department which will enable the Department to flag eligible vehicle records in the Department motor vehicle registration system so that the County may withhold registration pursuant to the Agreement.

3.1.2 Transmit vehicle records received from the NTTA to the Department to determine if vehicle records are eligible for flagging according to the ILA between the County and the Department.

3.1.3 Review the Department motor vehicle registration system for traffic violation flags for all individuals who attempt to register any vehicle without the three-part renewal form issued by the State of Texas.

- 3.1.4 Refuse to register or re-register all motor vehicles which are flagged in the Department of motor vehicle registration system as being owned by registered owners determined to be habitual violators with outstanding tolls and fees due to NTTA.
- 3.1.5 Distribute the instruction sheet, including map, to flagged motor vehicle owners that will explain the steps necessary to resolve their outstanding NTTA tolls and fees and obtain vehicle registration.
- 3.1.6 Distribute an instruction sheet provided by the NTTA containing a telephone number and office address to individuals who want to complain or make inquiries about registration denial.

3.2 The County Tax Assessor-Collector, and his subcontractors, shall register or re-register a motor vehicle upon receipt of notice from the NTTA that the motor vehicle owner's tolls and fees have been cleared pursuant to Section 2.2 above.

3.3 The County Tax Assessor-Collector shall at any time have the sole authority and prerogative to register or re-register a motor vehicle

4. CONSIDERATION AND PAYMENT.

The NTTA shall pay to County the amount of one dollar (\$1.00) per vehicle record submitted for scofflaw consideration. The \$1.00 will be for the purposes of managing the record while it is being submitted for scofflaw consideration to the Department. In addition, this \$1.00 will ensure that the record is included on the Dallas County Wanted website. The NTTA shall pay to County the amount of four dollars and twenty four cents (\$4.24) for each record that qualifies for scofflaw block, as determined by the department. All payments shall be made by Automated Clearing House (ACH) payable to "Dallas County".

The County Tax Assessor-Collector shall present NTTA with a monthly invoice within 25 days of the end of each month during the term of this Agreement. The invoice shall contain the number of records submitted and the number of records flagged as determined by the department. The invoice amount shall be determined by the costs set forth above. The NTTA shall pay the amount owed to the County within 30 days of receipt of the invoice.

NTTA shall pay ten thousand dollars (\$10,000) into an escrow account maintained by the County. This initial deposit is to cover estimated monthly service use. The escrow account must be established with County prior to placing or removing "flags" from motor vehicle records for the NTTA. Payment of the deposit shall be made by Automated Clearing House (ACH) payable to the "Dallas County" and is due upon execution of this contract. The County Tax Assessor/Collector may use escrowed funds only in the event that NTTA has failed to make payment of the above referenced fees 30 days after the NTTA's receipt of notice of nonpayment from the County Tax Assessor/Collector. Such escrowed funds will be used only to cover the amount of unpaid fees and for no other purposes. County will return the balance of the escrowed funds to NTTA within 30 days after the termination of this Agreement. When it becomes necessary to increase the NTTA's escrow account minimum balance, as determined by

County, the NTTA agrees to pay the sum in increments of Ten Thousand Dollars (\$10,000). This additional funding is payable within 30 days from receipt of notification from County.

On or before April 1 of any year during the term of this Agreement, either party may request a modification in the consideration paid under the terms of this Agreement. Said modification, if any, shall take effect on the first day of the next contract year. If the County and the City cannot reach an agreement on the amount of consideration to be paid, then either party may terminate the agreement in accordance with Section 5.

5. **TERM AND TERMINATION.**

This Agreement shall be effective upon its date of execution by the last party to execute the Agreement and shall remain in effect for a term of one year. The agreement shall automatically renew for successive one-year terms. This agreement may be terminated at any time by either party upon sixty (60) days written notice to the other parties.

6. **NOTICE.**

Official notice shall be deemed given when provided in writing and delivered to the parties to this Agreement. Delivery may be confirmed by fax receipt, return of certified mail green card or any other standard method of confirming mailing delivery to:

TO THE COUNTY TAX
ASSESSOR-COLLECTOR:

John R. Ames, CTA
Dallas County Tax Assessor/Collector
500 Elm St., Records Building
Dallas, Texas 75202

Dallas County Auditor's Office
501 Main Street, Suite 407
Dallas, Texas 75202

TO THE NTTA:

North Texas Tollway Authority
Attn: Executive Director
5900 W. Plano Parkway
Plano, Texas 75093

7. **INDEMNIFICATION.**

Without waiving any sovereign or governmental immunities available to either County or NTTA under Texas law and without waiving any available defenses to either party under Texas law, the parties agree that neither shall be responsible for the negligent acts, omissions or other tortious conduct of the other in the course of performance of this Agreement. Nothing in this paragraph shall be

construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

8. FISCAL FUNDING.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. NTTA shall have no right of action against the County as regards this Agreement, specifically including any funding by County of this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure of any funding party to budget or authorize funding for this during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of NTTA funding for each item and obligation contained herein. County shall have no right of action against the NTTA as regards this Agreement, specifically including any funding by NTTA of this Agreement in the event that the NTTA is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this or failure of any funding party to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the NTTA, as its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

9. VENUE.

Venue to enforce this Agreement shall lie exclusively in Dallas County, Texas.

10. NONDISCRIMINATION.

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation.

11. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

12. **SEVERABILITY.**

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

13. **DEFAULT/WAIVER/MITIGATION.**

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

14. **FEDERAL OR STATE OF TEXAS FUNDING.**

In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, NTTA agrees to timely comply therewith without additional cost or expense to County.

15. **HEADINGS.**

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this AGREEMENT and shall not be deemed to affect the interpretation or construction of such provision.

16. **NUMBER AND GENDER.**

Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

17. **COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. **REMEDIES.**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

19. **APPROVAL**

This agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the North Texas Tollway Authority Board.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of Dallas and the North Texas Tollway Authority in the manner provided by law.

THE COUNTY OF DALLAS:



Clay Lewis Jenkins, County Judge

10/3/13

Date

IN COOPERATION WITH:




John R. Ames, Tax Assessor/Collector

10/3/13

Date

NORTH TEXAS TOLLWAY AUTHORITY:



Gerald Carrigan, Executive Director

9/18/2013

Date

APPROVED AS TO FORM:



General Counsel, NTTA

9/18/13

Date

Craig Watkins, District Attorney
Teresa Guerra Snelson, Chief, Civil Section



Paul E. Hamilton, Assistant District Attorney

10/2/13

Date

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).