

RECEIVED  
PURCHASING AGENT  
06 AUG 25 PM 3:27

STATE OF TEXAS           §  
COUNTY OF COLLIN       §

AN INTERLOCAL COOPERATION AGREEMENT  
("Agreement")  
BY AND BETWEEN  
COLLIN COUNTY  
("County")  
AND  
THE NORTH TEXAS TOLLWAY AUTHORITY  
("NTTA")

WHEREAS, the County, a political subdivision of the State of Texas, desires to establish a clerk position dedicated to Justice of the Peace ("JP") courts that receive and process citations generated as a result of the use of the Dallas North Tollway System in Collin County; and

WHEREAS, the NTTA, a political subdivision of the State of Texas established by Chapter 366 of the Transportation Code, owns and operates the Dallas North Tollway System that includes the President George Bush Turnpike and Dallas North Tollway, parts of which are within the jurisdiction of the Collin County JP courts;

WHEREAS, the increased issuance of NTTA-related citations has substantially increased the workload for certain County JP courts, and the NTTA desires to fund a clerk to assist with the processing of toll violation and other NTTA-related citations; and

WHEREAS, both the NTTA and County have determined that a court clerk dedicated to processing toll violation citations in the JP courts would be a mutual benefit to both respectively in conducting their governmental functions and providing governmental services; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, authorizes interlocal cooperation agreements between local governments to perform governmental functions and services;

NOW, THEREFORE, it is agreed as follows:

1. PURPOSE

This Agreement is by and between the County and the NTTA for the expressed purpose of the County agreeing to hire and the NTTA agreeing to fund a full-time Legal Clerk I ("Clerk") to provide clerical services in the Justice of the Peace courts that receive and process toll violation citations and related court activities on behalf of the NTTA.

RECEIVED  
PURCHASING AGENT  
06 AUG 25 PM 3:27

## 2. SERVICES

- A. The Clerk shall provide the services necessary to ensure the efficient and timely Processing of toll violation citations that are issued by the Department of Public Safety ("DPS") or any other authorized law enforcement agency. Such services shall include, but not limited to:
- Data entry
  - File preparation
  - Filing
  - Customer assistance
  - Timely notifying DPS and the NTTA of all scheduled court appearance dates and changes (pre-trial dates before the Judge or jury)
  - Daily electronic notification of the disposition of citations once electronic data transfer is available between the NTTA and the County
- B. The Clerk shall have the necessary experience and competency to perform the duties described above.
- C. The Clerk will notify or take steps necessary to notify the NTTA court coordinator of any irregularities or substantial increases in its citation transmittals that may affect the court's ability to timely process citations.
- D. The County agrees to cooperate with the NTTA in the dissemination of accurate information regarding the toll violations and operations of the NTTA, and the timely administration of the toll violation citations.
- E. It is anticipated that the designation of a Clerk to process toll violation citations will reduce and eventually eliminate any backlog in the processing of toll violation citations. In the event that filing of toll violation citations drastically increases to such an extent that the Court is not capable of processing and handling the cases in a reasonably timely manner, as such reasonable processing timeframe is determined by the Court's processing guidelines, the Clerk may be required to work more than a 40-hour week to eliminate or prevent a backlog; or the County may assign an entry-level clerk from its pool of temporary employees to assist with the processing. In any event, the NTTA will only compensate the County for overtime work or temporary work upon demonstration by the County of the need for such additional service.

## 3. TERM

This Agreement shall be effective for one year from the date executed below, and can be renewed annually upon mutual, written consent of both parties for two (2) additional periods of one (1) year each, unless terminated earlier pursuant to the provisions herein.

#### 4. PARTY RESPONSIBILITIES

A. County Responsibilities: The County shall fully comply with its obligations herein and shall furnish all labor, equipment and supplies required to provide services contemplated herein. The JP Court justice and/or County shall have full supervisory and administrative authority over the Clerk. The County will be responsible for hiring the Clerk and informing the Clerk that funding for this position is not guaranteed for any period beyond one (1) year and is subject to termination in accordance with this Agreement.

B. NTTA Responsibilities: The NTTA shall fund the Clerk position, fully comply with its obligations herein and timely furnish upon request, without additional costs, and all witnesses, records, reports or other items or persons necessary to aid in the case file administration of those cases filed by the NTTA. The NTTA will not be obligated to fund the Clerk position for any period longer than that which has been established under this Agreement.

#### 5. LIABILITY

A. All parties agree to be responsible for their own negligent acts or omissions, or other tortuous conduct, in the course of performance of this Agreement without waiving any sovereign immunity, government immunity or available defenses available to the parties under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

B. By execution of this Agreement, the County and NTTA, each acknowledge and Knowingly and voluntarily agree that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement constitutes or is intended to constitute a waiver of NTTA's or the County's immunity from suit and liability.

#### 6. COMPENSATION

A. Payment: The NTTA shall pay the costs of funding one (1) Legal Clerk I, which costs shall included salary, benefits and other expenses. The County provide the NTTA with a monthly billing statement of the costs incurred and description of the services provided. The NTTA shall reimburse the County within thirty (30) days of receipt of the billing statement.

B. Increased Costs: If the costs for employing a Legal Clerk I increase during the term of this Agreement or a renewal period, the NTTA agrees to pay the increased costs. County shall provide the NTTA with thirty (30) days written notice of any such increase and the reason and nature of the increase. The NTTA may terminate this Agreement if the costs are not sufficiently justifiable or exceed the NTTA budget allotment of this service.

C. Temporary Help: The NTTA agrees to pay a wage of \$10 per hour up to forty (40) hours per week for one temporary Clerk I to assist with the processing and handling of toll violation citations in the Court.

7. TERMINATION:

This Agreement may be terminated at any time with cause by either party upon thirty (30) days written notice and without cause by either party upon sixty (60) days prior written notice to the other party.

8. NOTICE

Any notice required or permitted herein shall be deemed to have been given when hand delivered or three (3) days after being sent via U.S. Mail, certified, return receipt requested, to the following addresses:

COUNTY

County Judge Ron Harris  
Collin County Commissioners Court  
210 South McDonald, suite 626  
McKinney, Texas 75069  
(972) 548-4631

NTTA

Bill Mahomes, Interim Director of Legal  
Services  
North Texas Tollway Authority  
5900 W. Plano Parkway, Suite 100  
Plano, Texas 75093  
(214) 461-2000

9. GENERAL PROVISIONS

A. Binding Agreement and Authority. This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

- B. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
- C. Applicable Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue of any legal action filed by either NTTA or the County shall lie exclusively in Collin County, Texas. Nothing herein is intended to benefit any third party beneficiaries.
- D. Immunity. This Agreement shall be expressly subject to NTTA's Governmental Immunity and the County's Sovereign Immunity, Title 5 of the TEXAS CIVIL PRACTICES AND REMEDIES CODE, and all other applicable federal and State law.
- E. Severability. In the event that one (1) or more of the provisions herein shall be held invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provision of this Agreement, which shall remain in full force and effect.
- F. Default/Waiver. It is not a waiver of default if the non-defaulting party fails to immediately declare 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 as provided by law.
- G. Entire Agreement. This Agreement, including all exhibits and addendum, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.
- H. Assignment. The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of the Agreement. Neither party shall assign, sublet or transfer this Agreement or any interest in this Agreement without prior written authorization from the other.
- I. Independent Parties. The County and the NTTA each acknowledge that neither party is an agent, employee nor joint enterprise of the other, and that each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its elected officers and/or employees, in conjunction with this Agreement and in accordance with Texas law.

EXECUTED this the 30<sup>th</sup> day of June, 2006.

COUNTY OF COLLIN

NTTA:

BY: \_\_\_\_\_



Ron Harris, County Judge

BY: \_\_\_\_\_



Allan Rutter, Executive Director

Legal Clerk 1, Grade 71, Step 6

Object Description	Cost	# Positions
40-10 PERMANENT FULL TIME	\$ 28,988.02	1
40-10 Longevity		
40-11 PERMANENT PART TIME		
40-12 TEMPORARY FULL TIME		
40-20 FICA/MEDICARE	\$ 2,217.58	
40-30 EMPLOYEE INSURANCE PREMS	\$ 7,275.00	
40-35 LONG TERM DISABILITY	\$ 106.39	
40-36 SHORT TERM DISABILITY	\$ 27.00	
40-37 LONG TERM CARE	\$ 180.00	
40-40 RETIREMENT	\$ 3,623.50	
40-45 SUPPLEMENTAL DEATH BENEFIT	\$ 75.37	
40-60 UNEMPLOYMENT INSURANCE	\$ 144.94	
Total Cost		\$ 42,637.81