

RESOLUTION NO. 12-2010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE COUNTY OF DALLAS, TEXAS, FOR THE PURPOSE OF PARTICIPATING IN THE SCOFFLAW PROGRAM.

WHEREAS, the City of Mesquite ("City") and the County of Dallas, Texas ("Dallas County") desire to enter into an interlocal agreement for the purpose of the City's participation in a program to refuse vehicle registration to the owner of a vehicle that has an outstanding traffic warrant known as the Scofflaw Program; and

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, Dallas County has requested a resolution from the City acknowledging and approving the interlocal agreement.

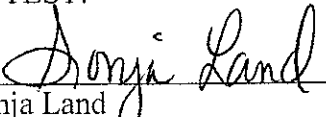
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Manager is hereby authorized to execute an Interlocal Agreement between the City of Mesquite and the County of Dallas, Texas, attached hereto as Exhibit "A," for the purpose of the City's participation in the Scofflaw Program.

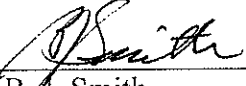
DULY RESOLVED by the City Council of the City of Mesquite, Texas on the 5th day of April, 2010.



John Monaco
Mayor

ATTEST:


Sonja Land
City Secretary

APPROVED:


B.J. Smith
City Attorney

APPROVED BY CITY COUNCIL

DATE 4/5/10 #7

CITY SEC. _____

STATE OF TEXAS §
 § INTERLOCAL AGREEMENT
COUNTY OF DALLAS §

This Agreement made and entered into this 16th day of April, 2010, 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 City of Mesquite, a Texas home-rule municipal corporation hereinafter referred to as "City", under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code, and as authorized by Texas Transportation Code, Chapter 702.

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 City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, Transportation Code §702.003 allows a county tax assessor/collector, upon receipt of information from a municipality by and through the Texas Department of Transportation motor vehicle registration system, to assist a municipality in the enforcement of outstanding warrants of arrest for the failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic offenses by refusing to register or re-register a motor vehicle; and

WHEREAS, Transportation Code §702.003 further allows a municipality 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, Transportation Code §707.017 allows a county assessor/collector to refuse to register a motor vehicle alleged to have been involved in a violation of Chapter 707 of the Transportation Code where the owner of the motor vehicle is delinquent in the payment of a civil penalty imposed under Chapter 707; and

WHEREAS, such a consolidated effort in the effectuation of Texas Transportation Code, Chapter 702 and 707, are in each party's best interest and that of the public and that this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, both the City and County 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 the City 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 City 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 will refuse to register or re-register certain motor vehicles when the County Tax Assessor/Collector receives information from the Texas Department of Transportation (the “Department”) motor vehicle registration system that the owner of the vehicle has an outstanding warrant from the City for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law, as defined by section 702.001 of the Transportation Code, as authorized and specifically set out under section 702.003 of the Texas Transportation Code, and/or the registered vehicle owner owes the City money for a civil penalty imposed under Chapter 707 of the Texas Transportation Code that is past due, as authorized and specifically set out under section 707.017 of the Texas Transportation Code. In addition, the Agreement addresses the circumstances in which the City may list debtors on Dallas County Wanted website (“DCW”).

2. **DUTIES OF THE CITY.**

2.1 The City shall contract with the County to provide information to enable the County Tax Assessor/Collector to identify flagged vehicle owners to determine which vehicle owners have an outstanding warrant from the City for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law pursuant to the Texas Transportation Code and/or the registered vehicle owner owes the City money for a civil penalty imposed under Chapter 707 of the Texas Transportation Code that is past due. The City will comply with all provisions of the Texas Transportation Code 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 City shall notify the County Tax Assessor/Collector within the next business day when a traffic law matter is cleared regarding a person:

2.2.1 Against whom a judgment has been entered and who has paid the municipal court the full amount of the fine or civil penalty and all court costs; or

- 2.2.2 Who has perfected an appeal of the case for which the arrest warrant was issued; or
- 2.2.3 Whose charge for which the arrest warrant was issued has been dismissed; or
- 2.2.4 Whose charge for which the arrest warrant was issued has been cleared through judicial action or clerical correction.

2.3 The City shall provide necessary notice forms that a traffic law matter is 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 City shall provide to the County instruction sheets in a form acceptable to the County and maps for the County to distribute to flagged motor vehicle owners necessary to accomplish the purposes of this Agreement.

2.5 The City shall provide a telephone number or the location of an office where individual inquiries and complaints can be made regarding denial of registration by the County Tax Assessor/Collector due to outstanding City warrants and/or civil penalties that are past due, as well as to explain the procedures necessary to resolve the issues so as to obtain valid registration.

2.6 The City 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 advertising by using at least three of the following:

- 2.6.1 Quarterly on the water bill; or
- 2.6.2 Sign in court room; or
- 2.6.3 Daily on the City's website; or
- 2.6.4 Daily on the City's cable channel; or
- 2.6.5 Quarterly on the City's newsletter

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

2.8 Pursuant to Texas Transportation Code Section 702.004, the City shall insure that each city peace officer shall issue a written warning to each person to whom the officer issues a citation for a violation of a traffic law in the municipality that states that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person might not be permitted to register or re-register a motor vehicle in this state. The warning may be printed on the citation.

2.9 The City shall immediately recall all warrants for each individual who pays his/her fines and all court costs.

2.10 The City must provide the County with the license plate number of each vehicle the City would like to prohibit motor vehicle registration.

2.11 The City 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.

2.12 The City has the sole discretion to provide the County with a vehicle record to prohibit motor vehicle registration. However, the City shall only include those vehicle records that involve a violation of a "traffic law", as defined by section 702.001 of the Texas Transportation Code.

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 City 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 City 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 having outstanding City warrants for traffic violations or outstanding civil penalties imposed under chapter 707 of the Transportation Code.
- 3.1.5 Distribute the instruction sheet to flagged motor vehicle owners that will explain the steps necessary to resolve their outstanding traffic violations, including any Court fines and fees and to obtain vehicle registration, and a map showing directions to the Municipal Court Bond Offices, if said instructions and map are furnished by the City.
- 3.1.6 Distribute an instruction sheet with a telephone number and office address to individuals who want to complain about registration denial if said instructions and address are furnished by the City.

3.2 The County Tax Assessor/Collector, and his subcontractors, shall register or re-register a motor vehicle upon receipt of notice from the City that the motor vehicle owner's traffic law matter is 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 City shall pay to County the amount of five dollars and twenty four cents (\$5.24) per vehicle record eligible for flagging as defined by the Department. Vehicle records that are unable to be flagged are listed on DCW. If other records are listed on DCW, the City shall pay to County the amount of one dollar and no cents (\$1.00) per record listed on DCW. All vehicle records that are flagged are automatically listed on DCW with no additional charge. All payments shall be made payable to John R. Ames, Dallas County Tax Assessor/Collector to the following address:

Dallas County Tax Assessor/Collector
500 Elm Street Records Building
Dallas, Texas 75202

A deposit of at least Ten Thousand Dollars (\$10,000) must be maintained in a non-interest bearing escrow account. This initial deposit is to cover estimated service use. The escrow account must be established with County prior to placing or removing "flags" from motor vehicle records for the City. Payment of the deposit shall be made by check, payable to the "Dallas County" and is due upon execution of this contract. The Ten Thousand Dollars (\$10,000) minimum balance to be maintained in the escrow account may increase depending on established monthly usage by the City. The City may deposit additional funds into the escrow account in excess of the stated minimum balance. When it becomes necessary to increase the City's escrow account minimum balance, as determined by County, the City agrees to pay the sum in increments of Ten Thousand Dollars (\$10,000). This additional funding is payable within ten (10) days from receipt of notification from County.

County will provide a statement to the City which indicates the remaining balance in the City's escrow account. A statement will be provided by County monthly. If the balance in the non-interest bearing escrow account falls below the Five Thousand Dollars (\$5,000) minimum balance, County will suspend placing or removing "flags" from motor vehicle records for the City until such time as a deposit is made by the City, in an amount sufficient to increase the balance in the escrow account to the Ten Thousand Dollars (\$10,000) minimum balance.

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 Interlocal Agreement shall be effective upon its date of execution by the last party to execute the Agreement and shall terminate on December 31, 2010. 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 by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested 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 CITY:

The City of Mesquite C/O
Office of the Mayor
711 N. Galloway Ave.
Mesquite, TX 75149

The City of Mesquite
City Manager's Office
711 N. Galloway Ave.
Mesquite, TX 75149

7. **INDEMNIFICATION.**

County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses 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.

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. City 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 City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this Agreement, specifically including any funding by City of this Agreement in the event that the City 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 City, 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, 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, City 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 respective City Council.

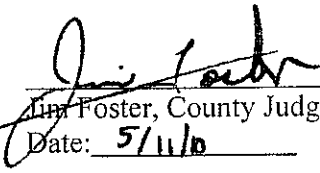
IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of Dallas and the City of Mesquite in the manner provided by law.

THE CITY OF MESQUITE



Ted Barron, City Manager
Date: 4-16-10

THE COUNTY OF DALLAS



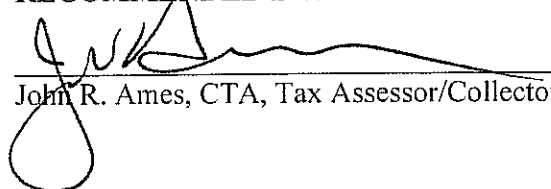
Jim Foster, County Judge
Date: 5/11/10

ATTEST:



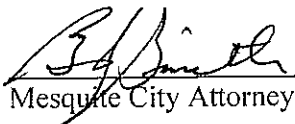
Sonja Land, City Secretary

RECOMMENDED BY:




John R. Ames, CTA, Tax Assessor/Collector

APPROVED AS TO FORM:



Mesquite City Attorney

APPROVED AS TO FORM:



Bob Schell, Chief, Civil Section
*Dallas County District Attorney

*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).