

STATE OF TEXAS §
 § **INTERLOCAL AGREEMENT**
COUNTY OF EL PASO § **CLINT SCOFFLAW SERVICES**

This Agreement made and entered into by and between the County of El Paso, hereinafter referred to as "County", with the agreement, consent, and participation of the El Paso County Tax Assessor-Collector, hereinafter referred to as the "County Tax Assessor-Collector", and the Town of Clint, Texas, a municipality organized under the laws of the State of Texas, 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 Section 702.002 and Section 702.003 allow a county tax assessor-collector, upon receipt of information from a home-rule municipality by and through the Texas Department of Transportation motor vehicle registration system, to assist a home-rule municipality in the enforcement of outstanding warrants of arrest for the failure to appear or pay a fine on a complaint involving certain traffic offenses by refusing to register or reregister a motor vehicle; and

WHEREAS, Transportation Code Section 702.002 and Section 702.003 allow a home rule municipality to contract with the Texas Department of Transportation (hereafter "the Department") 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 702, 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, the County and the City specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

WHEREAS, given the incalculable value of the many factors involved in providing the services contracted for, the City and County hereby affirm and agree that the stated compensation for these services is considered to be fair and reasonable compensation and does not represent a sharing of revenue between the parties. It is also affirmed and agreed that the services provided, and the compensation for those services, fulfill an important public service for both parties in that they encourage compliance with the law.

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

1. PURPOSE OF AGREEMENT.

The purpose of this 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 Department's 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 pursuant to information provided by the City to the Department, as authorized and specifically set out under Texas Transportation Code, Chapter 702 (hereinafter referred to as the "Act").

2. DUTIES OF THE CITY.

2.1 The City shall contract with the Department to provide information to the Department 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 Act. The City will in all instances ensure that all provisions of the Act are adhered to as well as all other applicable laws of the State of Texas. The City shall consult and coordinate with the County Tax Assessor-Collector regarding the number of vehicles which it sends to the Department to be flagged at one time.

2.2 The City shall notify the County Tax Assessor-Collector 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 and 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; or
- 2.2.5 Who has posted a bond and requested a hearing for the charge on which the arrest warrant was issued,

2.3 The City shall notify the Department pursuant to its agreement with the Department regarding a person:

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

2.3.2 Who has perfected an appeal of the case for which the arrest warrant was issued; or

2.3.3 Whose charge for which the arrest warrant was issued has been dismissed; or

2.3.4 Whose charge for which the arrest warrant was issued has been cleared through judicial action or clerical correction; or

2.3.5 Who has posted a bond and requested a hearing for the charge on which the arrest warrant was issued.

2.4 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.

2.5 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.

2.6 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, as well as to explain the procedures necessary resolve the traffic violation in order to obtain valid registration.

2.7 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.

2.8 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 this Agreement.

2.9 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.

3. DUTIES OF THE COUNTY TAX ASSESSOR-COLLECTOR.

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

3.1.1 Review the Department's 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.

3.1.2 Refuse to register or reregister all motor vehicles which are flagged in the Department motor vehicle registration system as having outstanding City warrants for traffic violations.

3.1.3 Distribute the instruction sheet to flagged motor vehicle owners that will explain the steps necessary to resolve their outstanding traffic violations prior to obtaining vehicle registration and a map showing directions to the Municipal Court, if said instructions and map are furnished by the City.

3.1.4 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 reregister 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 have the sole authority and prerogative to register or re-register a motor vehicle where there has been a valid transfer of title.

4. DUTIES OF THE COUNTY.

The County shall provide sufficient funds and staffing to the County Tax Assessor-Collector to enable him to perform his obligations under this Agreement.

5. CONSIDERATION AND PAYMENT.

The County Tax Assessor-Collector shall present an itemized list to the City within 10 days of the end of each month during the term of this Agreement providing the name, address, and license plate number of each motor vehicle owner for which the County Tax Assessor-Collector refuses vehicle registration or re-registration. Pursuant to this Agreement, the City shall pay to the County 15% (fifteen percent) of all full or partially collected City fines or City bonds for each refusal to register or reregister a motor vehicle which results in any full or partial payments collected by the city, including any payments received as a result of a motor vehicle owner being placed on a payment plan by the City. The amount owed to the County will be paid without demand within 30 days of receipt of the itemized list.

On or before July 15 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 October 1st 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 6.

6. 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 September 30, 2013. The agreement shall automatically renew for successive one year terms unless terminated by either party or the County Tax Assessor-Collector upon thirty (30) days written notice to the other parties.

7. 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: The County of El Paso
C/O Office of the County Judge
301 El Paso County Courthouse
500 E. San Antonio
El Paso, Texas 79901

TO THE COUNTY TAX
ASSESSOR-COLLECTOR: El Paso County Tax Assessor-Collector
500 E. Overland, Suite 101
El Paso, Texas 79901

TO THE CITY: The Town of Clint
C/O Office of the Mayor
P.O. Box 350
200 N. San Elizario Rd.
Clint, Texas 79836

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of El Paso, the El Paso County Tax Assessor-Collector, and the Town of Clint in the manner provided by law.

ATTEST

THE COUNTY OF EL PASO

County Clerk

By _____
County Judge Veronica Escobar
Date: _____

ATTEST

THE TOWN OF CLINT

Town Clerk

By _____
Mayor Dale Reinhardt
Date: _____

APPROVED AS TO FORM:

**EL PASO COUNTY TAX ASSESSOR-
COLLECTOR**

Assistant County Attorney

Victor A. Flores
Date: _____

Town of Clint Attorney



**COMMISSIONERS COURT
COMMUNICATION**

AGENDA DATE : June 3, 2013

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO
(IF APPLICABLE): _____

SUBJECT:

Approve and authorize the County Judge to sign Interlocal Agreement with Town of Clint for Scofflaw services.

BACKGROUND/DISCUSSION OF TOPIC: To include statutory requirement, operational impact, or performance goal.

The contract has been reviewed and approved by County Attorney.
The contract amount is 15% of collections.

Tax office Accountant, Angela Brinkley will be present to address the court with any questions.

FISCAL IMPACT:

Will not have financial impact until 2014.

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

N/A

RECOMMENDATION:

Approve and authorize the County Judge to sign the Interlocal Agreement with Town of Clint.

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY:

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE:

SUBMITTED BY: Victor A. Flores, RTC