

NOW THEREFORE, this contract is hereby made and entered into by County and City for the mutual consideration stated herein:

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 Tax Assessor-Collector receives information from the Department vehicle registration and titling 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 (herein 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 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.

2.2 The City shall notify the Tax Assessor-Collector within two business days 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 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; or

2.3 The City shall notify the Department within two business days 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

2.4 The City shall provide necessary notice forms that a traffic law matter is cleared for presentation to the 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 pdf or other acceptable forms 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 Tax Assessor-Collector due to outstanding City warrants, as well as to explain the procedures necessary to 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 To the extent permitted by law, the City shall be liable for any damages that arise out of any non registration or registration of any vehicles that were flagged or should have been flagged by the City and/or the Department.

3. **DUTIES OF THE COUNTY TAX ASSESSOR-COLLECTOR.**

3.1 The Tax Assessor-Collector, and her subcontractors, shall:

- 3.1.1 Review the Department vehicle registration and titling system for traffic violation flags for all individuals who attempt to register any vehicle without the renewal form issued by the State of Texas.
- 3.1.2 Refuse to register or re-register all motor vehicles which are flagged in the Department's vehicle registration and titling 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 and to obtain vehicle registration, and a map showing directions to the League City Municipal Court, 200 West Walker Street, League City, Texas.
- 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 Tax Assessor-Collector, and her 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 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. **CONSIDERATION AND PAYMENT.**

The City shall pay to the County the amount of \$3.00 for each refusal to register or re-register a motor vehicle, pursuant to this agreement. The Tax Assessor-Collector shall present an itemized invoice to the City within ten 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 she refuses vehicle registration or re-registration. The City shall pay the amount owed to the County without demand within 30 days of receipt of the invoice.

On or before October 1st 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 upon execution of the modification. 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 and shall terminate on October 1, 2016. The agreement shall automatically renew for successive two 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:

Galveston County Tax Assessor-Collector
722 Moody Avenue
Galveston, TX. 77550

TO THE CITY:

The City of League City
300 W. Walker Street
League City, TX. 77573

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 Galveston 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, 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.**

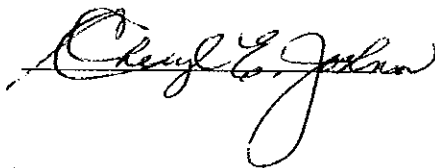
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

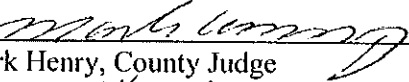
18. **REMEDIES.**

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.


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

THE COUNTY OF GALVESTON



By 
Mark Henry, County Judge
Date: 4/30/13

THE CITY OF LEAGUE CITY

By 
Tim Paulissen, Mayor
Date: 1-26-2013




City Secretary

APPROVED AS TO FORM:

By _____
Assistant City Attorney

APPROVED AS TO FORM:

By: _____
Galveston County Legal Department