

Interlocal Cooperation Contract

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

I. Parties

This Interlocal Cooperation Contract (“Contract”) is made and entered into between the **Texas Department of Public Safety** (“TDPS”), a political subdivision of the State of Texas, and the **County of Hidalgo**, a local political subdivision of the State of Texas.

II. Overview

The purpose of this Contract is to implement the provisions of Texas Transportation Code Chapter 706. A local political subdivision may contract with the TDPS to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure.

The TDPS has authority to contract with a private vendor (“Vendor”) pursuant to Texas Transportation Code §706.008. The Vendor will provide the necessary goods and services to establish an automated system (“FTA System”) whereby information regarding violators subject to the provisions of Texas Transportation Code Chapter 706 may be accurately stored and accessed by the TDPS. Utilizing the FTA System as a source of information, the TDPS may deny renewal of a driver license to a person who is the subject of an FTA System entry.

Each local political subdivision contracting with the TDPS will pay monies to the Vendor based on a fee certain established by this Contract. The TDPS will make no direct or indirect payments to the Vendor. The Vendor will ensure that accurate information is available to the TDPS, political subdivisions and persons seeking to clear their licenses at all reasonable times.

III. Definitions

“Complaint” means notice of an offense as defined in Article 27.14(d) or Article 45.019, Code of Criminal Procedure.

“Department” or “TDPS” means the Texas Department of Public Safety.

“Failure to Appear Program” or “FTA Program” refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System.

“Failure to Appear System” or “FTA System” refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

“FTA Software” refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

“Originating Court” refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgment and which has submitted an appropriate FTA Report.

“State” refers to the State of Texas.

“Local political subdivision” refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

IV. Governing Law

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

V. Venue

The parties agree that this contract is deemed performable in Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

VI. Application and Scope of Contract

This Contract applies to each FTA Report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706.

VII. Required Warning on Citation for Traffic Law Violations

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

VIII. FTA Report

If the person fails to appear or fails to pay or satisfy a judgment as required by law, the local political subdivision may submit an FTA Report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
- (2) the name of the local political subdivision submitting the report;
- (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
- (4) the date of the alleged violation;
- (5) a brief description of the alleged violation;
- (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
- (7) the date that the person failed to appear or failed to pay or satisfy a judgment; and
- (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

IX. Clearance Reports

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted within five business days of the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required **\$30.00 administrative fee**. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report within five business days advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must promptly file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the local political subdivision's record retention policy.

X. Compliance with Law

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

XI. Accounting Procedures

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

XII. Payments to Vendor

The TDPS has contracted with OmniBase Services of Texas ("Vendor"), a corporation organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas
7320 North Mo Pac Expressway, Suite 310
Austin, Texas 78731
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

XIII. Litigation and Indemnity

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the local political subdivision agrees to indemnify and hold harmless the TDPS against any claims, suits, actions, damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the local political subdivision further agrees to satisfy any final judgment awarded against the local political subdivision or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

XIV. Contract Modification

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

XV. Severability

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

XVI. Multiple Counterparts

This agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement. But, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart.

XVII. Effective Date of Contract

This contract shall be in effect from and after the date that the final signature is set forth below. This contract shall automatically renew on a yearly basis. However, either party may terminate this agreement upon thirty days written notice to the other party. Notice may be given at the following addresses:


Local Political Subdivision:
County of Hidalgo
Ramon Garcia, County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539
(956) 318-2699 (fax)

Texas Department of Public Safety
Safety Project Administrator, FTA Program
5805 North Lamar Boulevard
Austin, Texas 78773-0001
(512) 424-5948 [fax]

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF
PUBLIC SAFETY**

**LOCAL POLITICAL SUBDIVISION*
COUNTY OF HIDALGO**



Sheri Gipson, Deputy Administrator
Driver License Division



Ramon Garcia, County Judge

Approved by Commissioners' Court
on 6-14-11 *hw*

7-5-11

Date

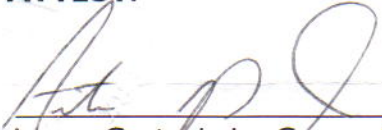
Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and date.

Continued Page of Execution for:

**Interlocal Agreement
Between
Texas Department of Public Safety ("TDPS")
and
County of Hidalgo**

ATTEST:



Arturo Guajardo Jr., County Clerk

Date

AGENDA



CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
June 14, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. Roll Call All Present
2. Pledge of Allegiance All
3. Prayer Com. Quintanilla
4. Approval of Consent Agenda
5. Open Forum
6. Executive Officer - Valde Guerra:

- A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

B. AI-26917 Approval to accept a settlement check from Heyl Companies in the amount of \$1,373.16 to settle auto accident with County vehicle. (Sheriff Office)

7. Constables:

A. AI-27018 Constable Pct #4 Pursuant to the fuel policy, requesting approval to reimburse Deputy Armando Lemus for the purchase of fuel for County Vehicle Unit #410 assigned to him, with authority for the County Treasurer's Office to issue payment/check after auditing procedures are completed by County Auditor's office:

Table with 4 columns: Deputy Constable, Armando Lemus, 423, \$55.57

County Judge's Office:

A. AI-27029 Requesting approval of invoice (claim) #93728 in the amount of \$346.00 from Gulf Data Products with authority for the County Treasurer to issue payment/check after review, audit, and processing procedures are completed by County Auditor.

B. AI-27044 Presentation by Mr. Ron Tupper, Senior Healthcare Consultant for Rio One Health Network, regarding progress on collaborative healthcare initiative amongst hospitals in Hidalgo County.

9. District Courts:

Rd Maint	0102	Supervisor	\$36,768.00
Rd Maint	0103	Asset Management Supervisor	\$52,254.00
Rd Maint	0104	Shop Foreman	\$42,000.00
Rd Maint	0105	Vector Specialist	\$32,051.00
Rd Maint	0106	Crew Leader II	\$41,578.00
Rd Maint	0107	Safety Coordinator	\$38,000.00
Sanitation	0030	Heavy Equipment Operator II	\$29,458.00
Sanitation	0031	Heavy Equipment Operator II	\$29,458.00
Sanitation	0032	Heavy Equipment Operator II	\$29,458.00

3. Approval of revised salary schedules.

approved

- B. AI-26976 Approval of appointment of members to the Emergency Services District #2 for a term of June 14, 2011 to December 31, 2012 pursuant to Texas Health & Safety Code Section 775.034.

approved

Precinct #2 - Comm. H. Palacios:

22. *clmgw*

- A. AI-26957 1 Discussion and appropriate action to terminate the Interlocal Cooperative Agreement between the County of Hidalgo and the McAllen Public Utility. (Approved Commissioner Court on April 19, 2011)

approved

- 2 Approval to refund the McAllen PUB the amount of one million sixty six thousand one hundred seventy one dollars and 70/100 cents. (\$1,066,171.70) paid to Hidalgo County on May 4, 2011.

approved

23.

Budget & Management - Sergio Cruz:

- A. AI-27048 Pct. 2 TXDOT (1315):

approved 1-4

1. Discussion, consideration, and approval of an Advance Funding Agreement (A.F.A.) between County of Hidalgo and Texas Department of Transportation for highway improvements to South McColl Road CSJ#0921-02-171 (from Orangewood Dr to Dicker Road), this agreement will supersede the A.F.A. previously executed on August 15, 2006.
2. Approval and authorization for County Judge to sign and accept the A.F.A. with TXDOT for the South McColl Road Project.
3. Approval of interfund transfer from various Certificates of Obligation to TXDOT-S. McColl Rd, fund 1315, prog. 028 in the total amount of \$528,759.00.
4. Approval for County Treasurer to issue check to TXDOT in the amount of \$528,759.00 as stipulated in "Attachment C" of the A.F.A., once the Auditor has completed review, audit, and processing procedures.

24.

Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRANET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A.

Hidalgo County

Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

nothing to report

1.

Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with New Adult Detention Center:

nothing to report

2.

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

a. Application for Payment No. 5 (Retainage Release) in the amount of \$39,461.25;

b. "Certificate of Construction Completion" reflecting the completion date of May 24, 2011; from Total Commitment, LLC for Aldamas I & II Subdivisions as reviewed and submitted by project engineer SAM Engineering & Surveying, Inc. (C-CAP 10-232-08-10).

I. Colonia Access Program Pct. 3

approved

1. AI-26907 Pursuant to Hidalgo County's approved procurement packet, Information to Bidders, #8 "Liquidated Damages for Failure to enter into Contract", requesting approval for Hidalgo County (owner) to retain forfeited Bid Bond as liquidated damages for such failure to execute and deliver the contract and bonds required for Suefia Subdivision in the form of a cashier's check in the amount of \$11,050.00 submitted by SDM Partners.

J. Sheriff's Office

approved

1. AI-26739 Acceptance and approval to execute the final form of a Professional Construction Management Agreement with Prodigy Construction Management LLC, for "Construction of the New Sheriff's Office Substation in the Precinct No. 1 Area," (approved/negotiations by CC 04/05/11) with mutual agreement to delete paragraph C, page 21 of document.

K. County Clerk

approved

1. AI-26971 Requesting substitution of Interlocal Agreement document only (approved by CC 5-10-11-AI#26455 modified as to form by legal counsel in the best interest of Hidalgo County) with the original form of agreement as sent to Hidalgo County (through the County Clerk) by TxDPS for the: "Failure to Appear Program"--to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure inasmuch as Texas Department of Public Safety will not accept, agree or execute modified format other than original document with authority for County Judge or Court Member to sign.

L. Co. Wide

approved

1. AI-26928 Acceptance of a "loyalty rewards" rebate check to Hidalgo County (as a valued customer) in the amount of \$14,520.28 check #4075019 from Staples for the period of November 1, 2010 to April 30, 2011 rebate is 3%.

25. Closed Session: Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. Real Estate Acquisition
- B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
- C. Pending and/or potential litigation
- D. AI-26910 Claim of David Espinoza
- E. AI-26912 Claim of UTW Tire Collection Service
- F. AI-26914 Claim of Hector Loreda
- G. AI-26946 Cause No. CL-09-0231-D; Noe Ramos v. County of Hidalgo; In the County Court at Law No. 4 of Hidalgo County, Texas
- H. AI-27025 Cause No. C-1005-11-C; Rogelio Regalado v. Hidalgo County Sheriff's Office Adult Detention