

STATE OF TEXAS
COUNTY OF ELLIS

§
§ **INTERLOCAL AGREEMENT**
§

This Agreement (“Agreement”) is made and entered into by and between the County of Ellis, Texas, with the agreement, consent, and participation of the County Tax Assessor/Collector (singularly or collectively referred to as "County" or “County Tax Assessor/Collector”), and the North Texas Tollway Authority ("NTTA"), a regional tollway authority and a political subdivision of the State of Texas created under Chapter 366 of the Texas Transportation Code and a toll project entity (“TPE”) under the provisions of Texas Transportation Code §372.001(2).

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 NTTA are local governments as defined in Texas Government Code §791.003(4) and are authorized to enter into this Agreement by the action of their respective governing bodies in the appropriate manner prescribed by law; and

WHEREAS, Texas Transportation Code §502.011 authorizes a county tax assessor/collector or the Texas Department of Motor Vehicles (“Department”) to refuse to register or renew the registration of a motor vehicle if it has received written notice from a TPE that the owner of the vehicle has been finally determined to be a habitual violator as defined in Texas Transportation Code §372.106; and

WHEREAS, Texas Transportation Code §372.111 allows a TPE to report habitual violator determinations to a county tax assessor/collector or the Department in order to cause the denial of vehicle registration as provided by Texas Transportation Code §502.011; and

WHEREAS, a coordinated effort in the effectuation of Texas Transportation Code Chapters 372 and 502 is in each party's best interest and that of the public.

NOW THEREFORE, this Agreement is made and entered into by County and NTTA in consideration of the aforementioned recitals and for the mutual consideration stated herein:

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which the County will refuse to register or re-register certain motor vehicles when the County Tax Assessor/Collector receives information from NTTA via a “flag” in the Department’s vehicle registration system (“DMV System”) that the owner of the vehicle has outstanding tolls and

fees and NTTA has made a final determination that the owner is a habitual violator as defined by Texas Transportation Code §372.106.

II. RESPONSIBILITIES OF THE PARTIES

A. NTTA'S DUTIES:

1. NTTA may notify County Tax Assessor/Collector via the DMV System when a determination that a registered owner is a habitual violator has become final and imposition of a vehicle registration block is authorized by law. County will rely on the information in the DMV System, which information constitutes the written notice pursuant to subsection 502.011(a) of the Texas Transportation Code, in determining whether to refuse registration.
2. NTTA will supply County with an information sheet describing the procedure for flagged motor vehicle owners in the DMV System to resolve their outstanding tolls and fees to obtain vehicle registration.
3. NTTA will provide habitual violators who have paid their outstanding tolls and fees with a "cleared" receipt that may be presented by the owner to the County. The receipt will include written instructions directing the cleared owner to maintain it for 30 days. NTTA may enable owner generation of the receipt through NTTA's online payment system.
4. NTTA will be solely responsible for placing or clearing registration flags in the DMV System.
5. NTTA will only request Department to flag records of vehicles that are owned by registered owners that have been finally determined to be habitual violators, as defined by Texas Transportation Code §372.106(a), and whose habitual violator status has not terminated under Texas Transportation Code §372.109.
6. NTTA will make the payments provided for in this Agreement from current funds available to NTTA.

B. COUNTY'S DUTIES:

1. County Tax Assessor/Collector will review the DMV System for vehicle registration block flags for all owners who attempt to register any vehicle.
2. County will refuse to register or re-register all motor vehicles flagged in the DMV System as having outstanding NTTA tolls and fees, unless a cleared receipt as described in subsection II.A.3 is presented, in which case the County may proceed to register or re-register the vehicle(s) covered by the cleared receipt.

3. County will distribute the instruction sheet described in subsection II.A.2 to flagged motor vehicle owners.
4. County may at its sole discretion provide flagged vehicle owners with access to a computer terminal that is linked to the NTTA's online payment system.
5. County may at its sole discretion provide owners who pay online via the County's computer terminal with printouts of any clearance receipts generated by the NTTA's online payment system.
6. Notwithstanding subsection II.B.2, County will have the sole authority and prerogative to register or re-register a motor vehicle.

III. TERM

A. The term of this Agreement will be for a period of twelve (12) months effective upon the date of execution by the last party to sign the Agreement. Thereafter, this Agreement automatically renews annually unless terminated earlier by either County or NTTA as provided in subsection B below.

B. Either party may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, in equity or otherwise under this Agreement, terminate further work under this Agreement, in whole or in part, by giving at least sixty (60) days prior written notice thereof to the other with the understanding that all services being terminated will cease upon the date such notice is received unless otherwise agreed to by the parties.

IV. CONSIDERATION

To compensate for the costs incurred by the County Tax Assessor/Collector in the performance of its duties under this Agreement, the County Tax Assessor-Collector will be paid an annual fee according to the number of habitual violators residing in Ellis County as determined by NTTA and according to the scale attached here to and marked Exhibit A. NTTA will make payment under this Agreement to:

Hon. Michael Navarro
Ellis County Auditor
101 W. Main Street, Suite 301
Waxahachie, Texas 75165

V. NOTICE

Official notice must be by written notice and delivery to the parties to this Agreement. Delivery must be by hand, express mail, fax or deposit in the United States Postal Service, first class, return receipt requested. Notice will be deemed delivered upon actual receipt by

the recipient party or, in the case of United States mail, three days after the postmark date. Notices must be sent to:

TO ELLIS COUNTY TAX ASSESSOR/COLLECTOR:

Hon. John Bridges, Ellis, County Tax Assessor/Collector
Ellis County Tax Office
109 S. Jackson
Waxahachie, Texas 75165

TO NTTA:

North Texas Tollway Authority
5900 West Plano Parkway
Plano, Texas 75093
Attn: Executive Director

VI. NO INDEMNIFICATION

Without waiving any sovereign or governmental immunity, or other defenses available to either entity under Texas law, County and NTTA agree that each is responsible for their own negligent acts, omissions or other tortious conduct in the course of performance of this Agreement, and that no indemnification by or for either party is provided for or intended hereunder. Nothing in this paragraph may be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VII. 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. NTTA 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 Agreement 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.

VIII. VENUE

Venue to enforce this Agreement lies exclusively in Ellis County, Texas.

IX. NONDISCRIMINATION

Parties to this Agreement may not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status, sexual orientation, or gender identity.

X. 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.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, void or unenforceable, the remaining provisions hereof will not be affected or impaired, and such remaining provisions remain in full force and effect.

XII. 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.

XIII. 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, the parties agree to timely comply therewith.

XIV. HEADINGS

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and do not affect the interpretation or construction of such provision.

XV. NUMBER AND GENDER

Words of any gender used in this Agreement will be held and construed to include any other gender and words in the singular include the plural and vice versa, unless the text clearly requires otherwise.

XVI. COUNTERPARTS

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

XVII. REMEDIES

This Agreement does not specify the exclusive remedy for any Agreement default. The parties may avail themselves of all remedies existing at law and in equity and the remedies are cumulative.

XVIII. SUCCESSORS AND ASSIGNS

The parties each bind themselves and their respective successors and assigns to the other party to this contract. Neither party may assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement is effective without the written consent of the other party.

XIX. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the parties hereto.

XX. APPROVAL

This agreement is expressly subject to and contingent upon formal approval by the Ellis County Commissioners Court and by resolution of the respective NTTA Board of Directors.

XXI. COORDINATION

The parties will each identify, by name, address, and telephone number, an individual or individuals who has authority on behalf of that party to coordinate, direct and supervise this Agreement.

XXII. CONFIDENTIALITY

The information shared pursuant to this Agreement may be confidential by law or not subject to disclosure under the Texas Public Information Act. The parties will take reasonable measures to maintain the confidentiality of the exchanged information and not reveal or disclose the information to any person, company, or other entity without the express written consent of the non-disclosing party.

XXIII. INTERPRETATION

No provision of this Agreement may be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

XXIV. THIRD PARTY BENEFICIARIES

Nothing in this Agreement or in any approval subsequently provided by either party hereto may be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity, including, without limitation, the public in general or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

XXV. WAIVER

The failure of either party to object to or to take affirmative action with respect to any conduct of the other party that is in violation of the terms hereof may not be construed as a waiver thereof, nor of any subsequent breach or wrongful conduct. The rights and remedies set forth herein are intended to be cumulative, and the exercise of any right or remedy by a party does not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of Ellis, Texas, and the North Texas Tollway Authority in the manner provided by law.

Signature page to follow.

THE COUNTY OF ELLIS

By: Hon. Carol Bush, County Judge

Date: _____

APPROVED:

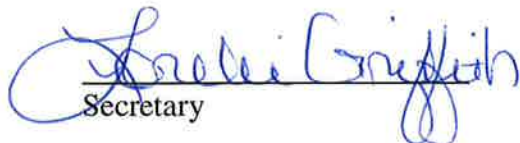
Hon. John Bridges, Ellis County Tax Assessor/Collector

ATTEST:

County Clerk

NORTH TEXAS TOLLWAY AUTHORITY

ATTEST:



Secretary



Gerald Carrigan, Executive Director

Date: 3/24/14

THE COUNTY OF ELLIS



By: Hon. Carol Bush, County Judge

Date: MARCH 10, 2014

APPROVED:



Hon. John Bridges, Ellis County Tax Assessor-Collector

ATTEST:



County Clerk

NORTH TEXAS TOLLWAY AUTHORITY

ATTEST:

Secretary

Gerald Carrigan, Executive Director

Date: _____

Exhibit A

County Population of Habitual Violators	Annual Fee
0 - 9,999	\$400
10,000 - 24,999	\$600
25,000 - 49,999	\$1,000
50,000 - above	\$1,600
100,000 - above	\$2,000