

STATE OF TEXAS

§

INTERLOCAL AGREEMENT

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COUNTY OF JOHNSON

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This Agreement (“Agreement”) is made and entered into by and between the County of Johnson, Texas (the “County”), with the agreement, consent, and participation of the County Tax Assessor/Collector (the “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 (the “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 (“re-register”) 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 Tax Assessor-Collector 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 under Subchapter C, Chapter 372, of the Code.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. NTTA'S DUTIES:**

1. NTTA will notify County Tax Assessor-Collector via the DMV system when a determination that a registered owner is a habitual violator has become final and the imposition of a vehicle registration block is authorized by law and NTTA will notify County Tax Assessor-Collector in writing that NTTA has provided such information to the Department. NTTA will send the Department a data file, which will be used to "flag" the registered owner as having been finally determined to be a habitual violator (an "established habitual violator") in the Department's vehicle registration system ("DMV System"), which constitutes written notice pursuant to subsection 502.011(a) of the Texas Transportation Code. County Tax Assessor-Collector may rely on the information provided by NTTA as reflected in the DMV System in determining whether to refuse registration.
2. NTTA will supply County with an information sheet describing the procedure for established habitual violators to resolve their outstanding tolls and fees to obtain vehicle registration.
3. NTTA will notify County Tax Assessor-Collector if a person for whom County Tax Assessor-Collector has refused to register a vehicle is no longer determined to be a habitual violator. The notice will be in the form of a "cleared" receipt that may be presented by the owner to the County Tax Assessor-Collector. The receipt will include written instructions directing the cleared owner to retain 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 providing the Department with information required for placing or clearing habitual-violator registration flags in the DMV System.
5. The information provided by NTTA to the County Tax Assessor-Collector and the Department will contain only 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 notify County Assessor-Collector if an established habitual violator perfects an appeal in accordance with §366.108 of the Code and posts a bond in accordance with subsection 366.108(e) of the Code to stay NTTA's exercise of habitual violator remedies pending the appeal. NTTA will also notify the Department that a habitual-violator flag for such person must be removed in the DMV System pending the appeal.
7. 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 and/or deputies will review the DMV System for each owner who attempts to register or re-register any vehicle to determine if the owner has been identified as an established habitual violator.
2. County Tax Assessor-Collector will refuse to register or re-register all motor vehicles of a registered owner who has been identified as an established habitual violator unless a cleared receipt as described in subsection II.A.3 is presented, in which case the County Tax Assessor-Collector 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 motor vehicle owners identified as established habitual violators.
4. County may at its sole discretion provide persons identified as established habitual violators 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 Tax Assessor-Collector 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 established habitual violators residing in Johnson 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:

Johnson County Tax Office  
P.O. Box 75  
Cleburne, Texas 76033

#### **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 JOHNSON COUNTY TAX ASSESSOR-COLLECTOR:**

Hon. Scott Porter, Johnson County Tax Assessor/Collector  
P.O. Box 75  
Cleburne, Texas 76033

**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 its 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 Johnson 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 Johnson 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, except as required by the order of a court having jurisdiction over this Agreement or by applicable law. Notwithstanding the above, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions, and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act and will follow the advice, decision, and opinion of the Attorney General regarding the release of information requested pursuant to the Public Information Act.

## **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 Johnson, Texas, and the North Texas Tollway Authority in the manner provided by law.

*Signature page to follow.*



**THE COUNTY OF JOHNSON**


  
By: Hon. Roger Harmon, County Judge

Date: 4-14-14

APPROVED:

  
Hon. Scott Porter, Johnson County Tax Assessor-Collector

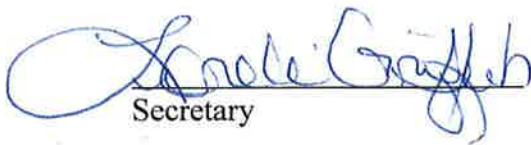
ATTEST:

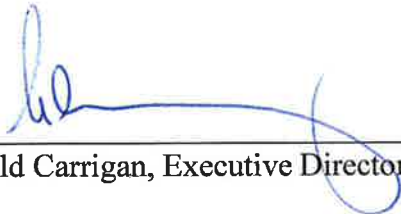
  
County Clerk



**NORTH TEXAS TOLLWAY AUTHORITY**

ATTEST:

  
Secretary

  
Gerald Carrigan, Executive Director

Date: 4/9/14



### Exhibit A

County Population of Established 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