

STATE OF TEXAS

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**INTERLOCAL AGREEMENT FOR
PEBC PROFESSIONAL SERVICES**

COUNTY OF TARRANT

WHEREAS, the County of Tarrant, the County of Dallas, and the North Texas Tollway Authority have joined together to create the Public Employees Benefit Cooperative, hereinafter referred to as PEBC, to provide quality health-related benefits to its employees; and

WHEREAS, the PEBC Board desires for Tarrant County to provide professional services regarding the transmission of eligibility data from PEBC members to various vendors and the monthly reconciliation of any changes to that data; and

WHEREAS, Section 791.025 of the Texas Government Code permits agreements between local governments for the provision of professional services;

WHEREAS, the parties find the service provided by Tarrant County is a service that each of the parties is authorized to perform individually;

WHEREAS, the parties find that the payments by the parties for services performed pursuant to this agreement may be made from current revenues readily available to the paying parties; and

WHEREAS, the parties each find that the amount paid for the services performed under this agreement fairly compensates Tarrant County.

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into individually by the PEBC's members and Tarrant County upon and for the mutual consideration stated herein:

**I.
WITNESSED**

This Agreement is entered into individually by the Counties of Tarrant and Dallas, and the North Texas Tollway Authority (PEBC) and Tarrant County for the purpose of providing professional services regarding the transmission of PEBC eligibility data to vendors and the monthly reconciliation of any changes to that data which the governing bodies of the PEBC members find serves a public purpose and services the public welfare of its citizens.

II.
SCOPE OF SERVICES

Tarrant County will provide for the initial transmission of eligibility data to the vendors and the monthly reconciliation of any changes to that data.

III.
TERM

The term of this Interlocal Agreement shall commence on the date of execution by the last party to sign. This Agreement shall remain in effect through December 31, 1999. The Agreement may be extended by mutual written agreement by the PEBC membership and Tarrant County. This Agreement may be terminated without cause by either of the parties with a 30-day notification in writing to all parties.

IV.
COSTS

The total cost of this Agreement shall be \$100,000,00. Upon execution of this Agreement, the PEBC members shall pay to Tarrant County its pro rata share of this amount. The pro rata share of each PEBC member shall be its total number of enrolled units (which includes active employees, retirees [if applicable]) and COBRA participants, as compared to the total number of all such individuals of all PEBC members as of January 1, 1999. For purposes of this Agreement, the pro rata percentage and amount of each PEBC member is as follows:

	<i>Number of Employees</i>	<i>Percentage</i>	<i>Pro Rata Amt.</i>
Tarrant County	4,566	43%	\$43,000
Dallas County	5,908	55%	\$55,000
NTTA	240	2%	\$2,000
TOTAL	10,714	100%	\$100,000

V.
AGENCY-INDEPENDENT CONTRACT

Tarrant County and the PEBC member agencies agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with this Interlocal Agreement. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party.

VI.
AMENDMENT

This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

VII.
BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

This Agreement has been duly executed and delivered to all parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

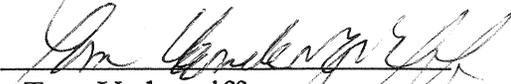
VIII.
APPLICABLE LAW

This Agreement shall be expressly subject to the participating parties' Sovereign Immunity, Title 5 of the TEXAS CIVIL PRACTICES AND REMEDIES CODE and all applicable federal and state law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action filed by either parties shall be in Tarrant County, Texas.

IX.
SEVERABILITY

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

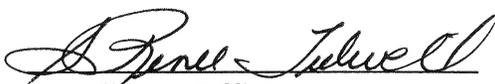
**STATE OF TEXAS
COUNTY OF TARRANT**

By: 
Tom Vadergriff
County Judge

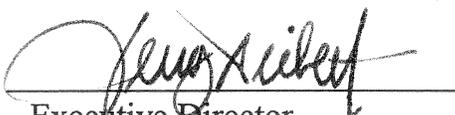
APPROVED AS TO FORM:

By: 
Assistant District Attorney

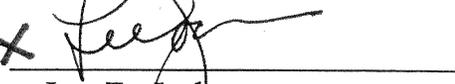
CERTIFICATION OF FUNDS:

By: 
Auditor's Office
Tarrant County

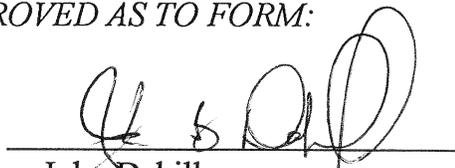
**NORTH TEXAS TOLLWAY
AUTHORITY**

By: 
Executive Director

**STATE OF TEXAS
COUNTY OF DALLAS**

By: 
Lee F. Jackson
County Judge

APPROVED AS TO FORM:

By: 
John Dahill
District Attorney
Civil Section