

STATE OF TEXAS §
 § **INTERLOCAL AGREEMENT**
 COUNTY OF TARRANT §

This Agreement (“Agreement”) is made and entered into by and between the County of Tarrant, Texas, with the agreement, consent, and participation of the Tarrant 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 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) and a political subdivision of the State of Texas.

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 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, such a consolidated effort in the effectuation of Texas Transportation Code Chapters 372 and 502 is in each party's best interest and that of the public and will increase the effective and efficient functioning of each party; and

WHEREAS, NTTA represents to County that it has the authority to enter into this Agreement and perform the obligations and duties stated herein; and

WHEREAS, NTTA represents and warrants to County that NTTA has the authority to report habitual violator information to County via the Department in the manner set forth in this Agreement. NTTA further represents and warrants that County may rely upon the presence of NTTA flags in the Department vehicle registration system (“DMV System”) in denying vehicle registrations/renewals under this Agreement; and

WHEREAS, NTTA shall make the payments provided for in this Agreement from current funds available to NTTA.

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 the 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 shall rely on the information in the DMV System database, which information shall constitute the written notice pursuant to subsection 502.011(a) of the 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. This information sheet will provide a telephone number or the location of an office where individual inquiries and complaints can be made regarding denial of registration by the County Tax Assessor/Collector and explain the procedures necessary to resolve the outstanding tolls and fees in order to obtain valid registration.
3. NTTA must provide owners cleared for registration with a "cleared" receipt that may be presented by the owner to the County. The content, form and layout of the receipt shall be agreed to by the parties. Written instructions shall be included on the receipt directing the cleared owner to maintain it for 30 days. The receipt form must be approved by County before use by NTTA. NTTA may enable owner generation of the receipt through the NTTA online payment system.
4. NTTA agrees that it will be solely responsible for placing or clearing registration flags in the DMV System. NTTA further agrees that it will be solely responsible for County's denial of registration or registration renewal based on habitual violator determinations reported to Department by NTTA and flagged in the DMV System at NTTA's request.

5. NTTA shall only request Department to flag vehicle 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.

B. COUNTY'S DUTIES:

1. County Tax Assessor/Collector shall review the DMV System for vehicle registration block flags for all owners who attempt to register any vehicle.
2. Subject to subsection II.B.6 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 will proceed to register or re-register the vehicle(s) covered by the cleared receipt.
3. County shall distribute the instruction sheet described in subsection II.A.2 to flagged motor vehicle owners. County shall also provide owners with a map to NTTA offices, if NTTA has provided one to County for distribution.
4. County shall provide flagged owners with access to a computer terminal at the Tax Office that is linked to the NTTA's online payment system.
5. County shall provide owners who pay online via the Tax Office terminal with printouts of any clearance receipts generated by the NTTA's online payment system.
6. Notwithstanding subsection II.B.2, County shall 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 its date of execution by the last party to sign the Agreement. Thereafter, this Agreement shall automatically renew annually for a twelve (12) months 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 shall 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 NTTA will pay the County \$5.24 for each time the County Tax-Assessor Collector processes pursuant to subsection II.B.2 a receipt issued by NTTA pursuant to subsection II.A.3 reflecting that the motor vehicle owner's tolls and fees are cleared. The County Tax Assessor/Collector shall present an itemized invoice to NTTA within 21 days of the end of each month during the term of the Agreement. NTTA shall make payment without demand within 30 days of receipt of the invoice to:

Tarrant County
100 E. Weatherford Street
Fort Worth, Texas 76196

V. NOTICE

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall 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 TARRANT COUNTY TAX ASSESSOR/COLLECTOR:

Hon. Ron Wright Tarrant County Tax Assessor/Collector
100 E. Weatherford Street
Fort Worth, Texas 76196

TO THE NTTA:

North Texas Tollway Authority
5900 W 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 shall be 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 shall 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 shall lie exclusively in Tarrant County, Texas.

IX. NONDISCRIMINATION

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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 shall not be deemed to 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 shall 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 shall be deemed an original, but all of which shall constitute one and the same instrument.

XVII. 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.

XVIII. SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors and assigns to the other party to this contract. Neither party will 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 will be effective without the written consent of all parties.

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 Tarrant Commissioners Court and by resolution of the respective NTTA Board of Directors.

XXI. COORDINATION.

The parties shall each identify, by name, address, and telephone number, an individual or individuals who shall have authority on behalf of that party to coordinate, direct and

supervise this Agreement.

XXII. CONFIDENTIALITY

The parties recognize that 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 agree to take reasonable measures to maintain the confidentiality of the information and not to 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 shall 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 shall 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 shall 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 either party shall 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 Tarrant and the North Texas Tollway Authority in the manner provided by law.

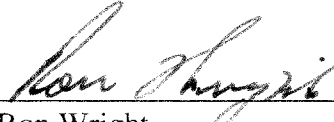
Signature page to follow.

THE COUNTY OF TARRANT



B. Glen Whitley, County Judge
Date: 11-5-13

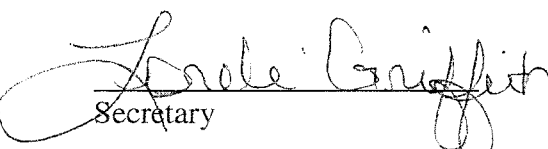
APPROVED:




Ron Wright
Tarrant County Tax Assessor/Collector

ATTEST

NORTH TEXAS TOLLWAY AUTHORITY



Secretary



Gerald Carrigan, Executive Director
Date: 10/23/13

*APPROVED AS TO FORM:

By: _____


Tarrant County
District Attorney's Office

**By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.*