

**INTERLOCAL COOPERATION AGREEMENT
NORTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY**

This North Central Texas Regional Certification Agency ("NCTRCA") Interlocal Cooperation Agreement ("Agreement"), made and entered into as of the date specified herein by and among the local governments specified (the "Participants");

WITNESSETH

Whereas, it is in the best interest of the participants to this Agreement to jointly provide certification and other related services for the Disadvantaged Business Enterprise, Minority and/or Women-Owned Business Enterprises (D/M/WBE) programs of the individual local governments; and

Whereas, the State of Texas, Chapter 791 of the Interlocal Cooperation Act, (hereinafter referred to as the "Act") has provided that local governments may contract or agree with one or more local governments to provide governmental functions and services which improve the efficiency and effectiveness of the local governments' performance of administrative functions; and

Whereas, Section 791.013(a) of the Act authorizes the parties to an Interlocal contract to create an administrative agency or designate an existing local government to supervise the performance of the contract;

Now, therefore, the Participants, in consideration of the premises and other good and valuable consideration, hereby contract and agree one with the other to create an agency pursuant to Section 791.013(b) of the Act to employ personnel, perform the administrative activities and provide administrative services necessary to perform the interlocal contract as follows:

**INTERLOCAL AGREEMENT
State of Texas, County of Tarrant**

Name of Organization and Purpose

Name: The name of this organization shall be the North Central Texas Regional Certification Agency, Inc. ("NCTRCA").

Purpose: The purpose of the NCTRCA shall be to factually audit applications for certification as a Disadvantaged Business Enterprise ("DBE"), or a Minority or Women Owned Business Enterprise ("M/WBE"), in accordance with federal, state and local laws and regulations, as well as guidelines adopted by the NCTRCA.

Membership

Current Members: The current members of the NCTRCA are those entities listed in Exhibit "A" attached hereto.

New Members: The NCTRCA may establish in its By-laws reasonable procedures, not inconsistent with this Agreement, for admitting new members into the NCTRCA.

By-laws

By-laws Incorporated by Reference: The NCTRCA organizational by-laws are incorporated by reference into this Agreement, as if written word for word herein.

Amendments: The by-laws may be amended by action of the NCTRCA under the following procedure:

(1) All recommendations by the Board of Directors for changes to this Agreement shall be sent by the most effective means to representatives of each member entity. Approval must be made by three-fifths of the representatives of the member entities.

(2) The by-laws may be amended a maximum of one time in any twelve month period. They shall not be amended in the initial twelve-month period, nor within 90 (ninety) days after an appropriation has been approved by the membership.

Officers and Board of Directors

Composition: The Board of Directors shall be comprised of not have less than five member representatives, and no more than one representative for every member entity in the NCTRCA, as established in the by-laws.

Board of Directors and Officers: The Officers of the NCTRCA shall be elected from the representatives of the member entities. They shall be elected once a year by a majority vote of a quorum of representatives present at the annual meeting in January. The officers of the NCTRCA shall be consist of a Chairperson, Vice-Chairperson, Treasurer, and other officers as may be necessary and duly approved as part of the by-laws.

Powers Reserved: The Board of Directors shall have all legal powers not inconsistent with this Interlocal Agreement.

Term of Contract

Automatic Renewal: This Agreement shall automatically renew annually unless the member entity chooses to withdraw from the NCTRCA.

Withdrawal: A member entity is not considered withdrawn from the NCTRCA unless it gives written notice of its intent to withdraw to the NCTRCA not less than thirty (30) days prior to the effective date of the withdrawal. A member entity may not withdraw prior to the end of the NCTRCA's fiscal year without forfeiting its share of the NCTRCA's annual budget. A member entity shall be held to have withdrawn if it fails to legally appropriate its share of the NCTRCA's annual budget.

Funding

Annual Appropriation: The operations of the NCTRCA shall be funded through an annual appropriation to be set and approved by the Board of Directors as set forth herein and in the by-laws. Each member entity, by its execution hereof, agrees to and shall pay, out of current funds, to the NCTRCA its share of the annual appropriation. Said payment shall be due at least sixty (60) days prior to the first day of each calendar year, or within thirty (30) days of the execution of this Agreement. All annual appropriations must be approved by a majority of the Board of Directors in accordance with provisions set forth in the by-laws. A copy of the appropriation shall be sent to the representative of each member entity by mail.

Third-Party Contracts: The by-laws may provide procedures for entering into contracts with third parties who may not legally enter into this Agreement, for purposes consistent with this Agreement. The Board of Directors shall determine the terms and considerations for such agreements, as long as these terms and considerations are not more favorable to the third parties than the terms of this Agreement and to the member entities.

Miscellaneous

Venue and Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, with venue for any legal actions lying exclusively in the counties of Dallas and Tarrant, Texas.

Legal Construction: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be considered as if such invalid, illegal or unenforceable provision(s) had never been contained in the Agreement.

Captions: The captions to various clauses to this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

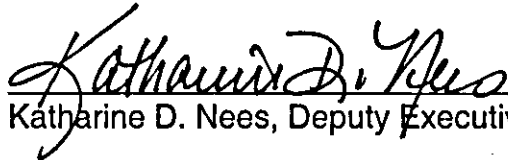
Entire Agreement: This Agreement embodies the complete agreement of the parties hereto relating to the matter contained therein, and cannot be modified except as provided herein by written addendum or agreement of the member entities.

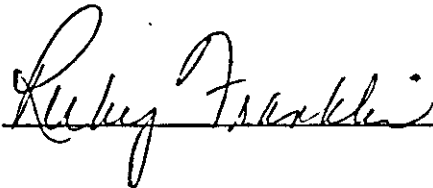
Execution in Counterparts: This Agreement may be executed in counterparts by the execution of a separate signature page by each member entity, indicating the date of the annual execution by each member entity, and, after full execution hereof in such manner, the same shall be deemed to be one and the same instrument. At least one (1)-signed copy shall be forwarded to the NCTRCA offices where it will be kept on file for the benefit of the member entities.

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Signature Page

On behalf of the Board of Directors, I acknowledge that the North Texas Tollway Authority will be a Participant in this Interlocal Agreement and that our contribution as a Participant for calendar year 2004 shall be \$5,720, as established by the approved annual appropriation for the Agency.

Executed this 9th day of October, 2003.


Katharine D. Nees, Deputy Executive Director

Attest: 
By _____

