



BOBBY JINDAL
GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
P.O. Box 94245
Baton Rouge, Louisiana 70804-9245
www.dotd.la.gov



SHERRI H. LEBAS, P.E.
SECRETARY

April 13, 2012

Mr. John Bannerman
North Texas Tollway Authority
5900 W. Plano Parkway
Plano, Texas 75093

Re: Interlocal Agreement

Dear Mr. Bannerman:

Attached hereto find your Authority's original of the Interlocal Agreement with LADOT for information sharing. The NTTA's agreement with LDPS should be attached. Please send me a copy of the LDPS agreement for my files.

With kindest regards,

Cheryl L. Duvieilh
Executive Counsel

CLD/jv

Attachment

C: Rhett A. Desselle

THE STATE OF TEXAS §
 §
THE COUNTY OF COLLIN §

THE STATE OF LOUISIANA

THE PARISH OF EAST BATON ROUGE

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("ILA") is entered into by and between The Louisiana Department of Transportation and Development, a state agency and department of the State of Louisiana, ("LDTD") and the North Texas Tollway Authority, a political subdivision of the State of Texas, ("NTTA") under Texas Government Code, Chapter 791.

1) **Contracting Parties:** Contracting Parties for the purpose of this ILA are:

<u>The Louisiana Department of Transportation and Development</u>	LDTD
<u>North Texas Tollway Authority</u>	NTTA

2) **Purpose:** The purpose of this ILA is for each party to receive a list of license plate numbers from the other party and share that information related to those license plate numbers to facilitate the collection of tolls from out-of-state owners of registered vehicles.

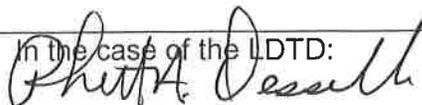
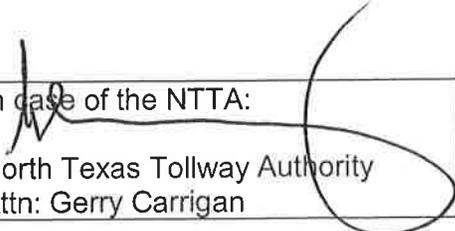
3) **Statement of Services:** LDTD will exchange with NTTA lists of license plate numbers of out-of-state vehicles. NTTA will review and look-up the information on out-of-state license plate numbers and provide the most recent name and complete address of the registered owner of the vehicle that is readily available to LDTD. NTTA will receive the most recent name and complete address of the registered out of state owners in Louisiana by Letter Agreement with the Louisiana Department of Public Safety ("LDPS"), DPS&C Network Connectivity. Upon execution of the Agreement with LDPS and NTTA, a copy will be attached hereto and incorporated herein. There will be no charge to NTTA for the service. Subsequently, if a charge to NTTA becomes due to LDPS, LDTD will pay the charge(s).

4) **ILA Payments:** Each party will provide the requested information as set forth in 3) above in exchange for the information it receives from the other party as full and adequate consideration for the services performed under this ILA.

5) **Term of ILA:** This ILA begins when fully executed by both parties and will terminate 30 days after written notice of termination is mailed to the party at the address provided under Section 7, Notices, below. This ILA may also be terminated at any time upon mutual written agreement of the Contracting Parties.

6) **Relationship of the Parties.** Nothing in this ILA shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partnership or joint venture between the LDTD and the NTTA.

7) **Notices.** In each instance under this ILA in which one party is required or permitted to give notice to the other, such notice shall be deemed given (i) when delivered in hand, (ii) one (1) business day after being deposited with a reputable overnight air courier service, or (iii) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and, in all events, addressed as follows:

In the case of the LDTD:  Louisiana Department of Transportation and Development	In case of the NTTA:  North Texas Tollway Authority Attn: Gerry Carrigan
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Attn: Rhett A. Desselle, Assistant Secretary of Operations P O Box 94245 Baton Rouge, Louisiana 70804	Interim Executive Director 5900 W. Plano Parkway Plano, Texas 75093
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Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

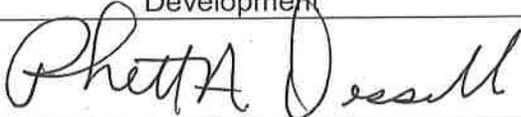
- 8) **Successors and Assigns.** This ILA shall bind and shall be for the sole and exclusive benefit of, the respective parties and their legal successors. Other than as provided in the preceding sentence, neither the LDTD nor the NTTA shall assign, sublet, or transfer their respective interests in this ILA without the prior written consent of the other party to this ILA, unless otherwise provided by law.
- 9) **Severability.** If any provision of this ILA, or the application thereof to any person or Circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the ILA and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- 10) **Written Amendments.** Any change in the ILA, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this ILA shall be of any effect unless in writing and executed by the LDTD and the NTTA.
- 11) **Limitations.** All covenant and obligations of the LDTD and the NTTA under this ILA shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of the LDTD or the NTTA shall have any personal obligations or liability hereunder.
- 12) **Sole Benefit.** This ILA is entered into for the sole benefit of the LDTD and the NTTA and their respective successors and permitted assigns. Nothing in this ILA or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any person, firm, corporation or other entity, including, without limitation, the public in general.
- 13) **Authorization.** This ILA is entered into subject to the provisions of the LDTD's statutory authority and the rules and regulations of the LDTD and all applicable state and federal laws and the applicable regulations of administrative agencies with jurisdiction over the subject matter of this ILA. Each party to this ILA represents to the other that it is fully authorized to enter into this ILA and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this ILA. Each signatory on behalf of the LDTD and the NTTA, as applicable, is fully authorized to bind that entity to the terms of this ILA.
- 14) **Venue.** The provisions of this ILA shall be construed in accordance with the laws and court decisions of the State of Texas, and venue for any legal actions arising hereunder shall be brought in Collin County, Texas, if initiated by LDTD and in East Baton Rouge Parish, Louisiana, if initiated by NTTA.
- 15) **Interpretation.** No provision of this ILA shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.
- 16) **Waiver.** No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

- 17) **Entire Agreement.** This ILA constitutes the entire agreement between parties with respect to the subject matter thereof. There are no representations, understandings, or agreements relative hereto which are not fully expressed in this ILA.
- 18) **Counterparts.** This ILA may be executed in several counterparts, each of which shall be deemed an original and shall constitute one single agreement between the parties.
- 19) **Headings.** The article and section used in this ILA are for reference and convenience only, and shall not enter into the interpretation hereof.

LDTD

Louisiana Department of Transportation and
Development

BY:



AUTHORIZED SIGNATURE

Rhett A. Desselle, P.E.
Assistant Secretary of Operations

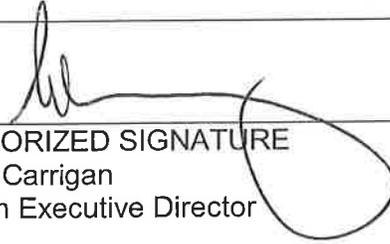
DATE:

3/29/2012

NTTA

North Texas Tollway Authority

BY



AUTHORIZED SIGNATURE

Gerry Carrigan
Interim Executive Director

DATE:

3/14/12