

THE STATE OF TEXAS §

THE COUNTY OF COLLIN §

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("ILA") is entered into by the contracting parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

North Texas Tollway Authority	NTTA
Fort Bend Grand Parkway Toll Road Authority	FBGPTRA

II. PURPOSE: The purpose of this ILA is to memorialize FBGPTRA's agreement to reimburse NTTA for certain costs incurred by NTTA in connection with (i) FBGPTRA's request for addition as an "Additional Party," pursuant to, and as described in, Section VII of the Interlocal Agreement by and between the Texas Department of Transportation, Harris County, NTTA, and the Central Texas Regional Mobility Authority, effective September 11, 2007 (the "Interoperability Agreement") and, (ii) upon certification of the Statewide Interoperability pursuant to said Section VII of the Interoperability Agreement, adding FBGPTRA as an "Additional Party" to the Interoperability Agreement.

III. STATEMENT OF SERVICES TO BE PERFORMED and LIMITATION OF NTTA'S LIABILITY IN CONNECTION THEREWITH: NTTA shall provide the following services to facilitate FBGPTRA's integration with the underlying software system (the "IOP Hub") in connection with FBGPTRA's addition as a party to the Interoperability Agreement: (i) modifications to the IOP Hub to test, and upon certification, include FBGPTRA as a participating toll authority (including testing for whether the FBGPTRA toll system is capable of meeting the interoperability business requirements and the requirements of the interface control documents promulgated by the Statewide Interoperability Committee), and (ii) testing of the interface between FBGPTRA's tolling systems and the IOP Hub. NTTA may engage one or more contractors to provide such services in whole or in part. Insofar as NTTA is providing these services strictly at its cost and as an accommodation to FBGPTRA, in the event of any defect, failure, omission, or other nonperformance of the services, FBGPTRA's rights and remedies against NTTA in connection with the services are limited to those, if any, which may be asserted by FBGPTRA against and recoverable in a direct action against NTTA's contractor(s), as to which NTTA shall provide reasonable cooperation. The foregoing limitation of liability is a material term of this ILA. **FURTHERMORE, THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY AND NTTA SHALL HAVE NO LIABILITY IN CONNECTION WITH THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT REGARDLESS OF WHETHER OR NOT NTTA IS ALLEGEDLY NEGLIGENT, IN WHOLE OR IN PART.**

IV. CONTRACT PAYMENT: FBGPTRA shall reimburse NTTA for an amount not to exceed \$131,790.00 for its costs incurred in connection with providing the services to be performed pursuant to this ILA within thirty (30) days of an invoice from NTTA. Without limiting the provisions of Section XX, if FBGPTRA fails to make the NTTA reimbursement, NTTA may suspend its services under this ILA until reimbursement is made.

V. TERM OF ILA: This ILA begins when executed by NTTA and FBGPTRA. This ILA shall remain in effect until the earlier of (i) the services described herein have been performed, (ii) it is terminated by written agreement signed by both parties, or (iii) the Interoperability Agreement is terminated and a new legal structure for the IOP Hub is substituted therefor.

VI. RELATIONSHIP OF PARTIES: Nothing in this ILA shall be deemed or construed by the parties, or by any third party, as creating the relationship of a principal or agent, partnership, joint venture, or joint enterprise between the parties.

VII. LEGAL AUTHORITY: This ILA is entered into by the parties under Government Code, Chapter 791, and Texas Transportation Code, Chapters 284, 366, 370, and 431.

The Board of Directors of NTTA, by resolution dated _____, has authorized the NTTA to enter into this ILA and to perform its obligations hereunder (**Exhibit A**).

The Board of Directors of FBGPTRA, by resolution dated August 21, 2013, has authorized the FBGPTRA to enter into this ILA and to perform its obligations hereunder (**Exhibit B**).

The Commissioners Court of the County of Fort Bend, Texas, by court order dated August 27, 2013, has authorized the FBGPTRA to enter into this ILA and to perform its obligations hereunder (**Exhibit C**).

Each signatory on behalf of NTTA and FBGPTRA represents that he or she is fully authorized to bind that entity to the terms of this ILA.

Other than the above-described authorizations obtained through resolution or court order, and the execution of this ILA described in Section V, no waiver, consent, approval, or authorization from any third party is required to be obtained in connection with the execution, delivery, or performance of this ILA.

VIII. NOTICES: In each instance under this ILA in which one party is required or permitted to give notice to the other, including the provision of invoices, 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, return receipt requested, postage prepaid, and, in all events addressed as follows:

In the case of NTTA:	In the case of FBGPTRA:
North Texas Tollway Authority Attn: Executive Director 5900 W. Plano Parkway Plano, Texas 75093	Fort Bend Grand Parkway Toll Road Authority Attn: Mike Stone PO Box 2789 Sugar Land, TX 77489

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.

IX. Successors and Assigns: This ILA shall bind and shall be for the sole and exclusive benefit of the parties and their legal successors. Other than as provided in the preceding sentence, neither NTTA nor FBGPTRA 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.

X. Severability: If any provision of this ILA (other than the concluding sentence of Section III), 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 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. If the limitation of liability set forth in Section III is rendered or declared illegal, invalid, or unenforceable, NTTA, at its sole option, may terminate this ILA.

XI. 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 NTTA and FBGPTRA.

XII. Limitations: All covenants and obligations of NTTA and FBGPTRA under this ILA shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of NTTA or FBGPTRA shall have any personal obligations or liability hereunder.

XIII. Sole Benefit: This ILA is entered into for the sole benefit of NTTA and FBGPTRA 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.

XIV. 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.

XV. Interpretation: No provision of this ILA shall be construed against or interpreted to the disadvantage of either party hereto 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.

XVI. Waiver: No delay or omission by a 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.

XVII. Counterparts: This ILA may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the parties.

XVIII. Headings: The section headings used in this ILA are for reference and convenience only, and shall not enter into the interpretation hereof.

XIX. Conflicts between Agreements: If the terms of this ILA conflict with the terms of any other agreement between NTTA and FBGPTRA, the most recent agreement shall prevail.

XX. No Election of Remedies: Except as limited by Section III, in the event of a default by one party hereunder, the other party shall have the right to pursue any and all remedies available to that party under applicable law, including, without limitation, the right of a party to set off past due and outstanding amounts properly owed to it by the other party against sums owed the first party.

NORTH TEXAS TOLLWAY AUTHORITY:

By: _____ Date: _____
Gerry Carrigan,
Executive Director
North Texas Tollway Authority

FORT BEND GRAND PARK TOLL ROAD AUTHORITY:

By: _____ Date: August 21, 2013
Dr. James Condrey, President
Fort Bend Grand Parkway Toll Road Authority

Approved as to form [If required]:
General Counsel to FBGPTRA

Attest [If required]:

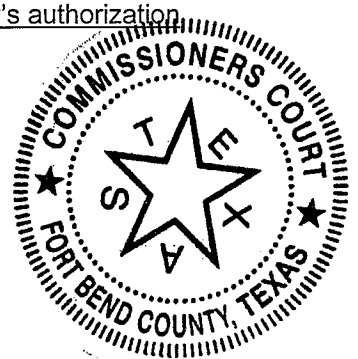
By: _____
Name: _____

By: _____

The County of Fort Bend, Texas joins in the execution of this ILA to evidence the County's authorization of its execution by FBGPTRA and approval of its terms.

COUNTY OF FORT BEND, TEXAS:

By: _____ Date: 8-27-2013
Name: Robert E. Hebert, County Judge
County of Fort Bend, Texas



Approved as to form [If required]:
County Attorney

Attest [If required]:

By: Marcus D. Spencer
Name: Marcus D. Spencer

By: Dianna Wilson
Name: Dianna Wilson

CERTIFICATE FOR RESOLUTION

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I, the undersigned officer of the Board of Directors of the Fort Bend Grand Parkway Toll Road Authority, do hereby certify as follows:

1. The Board of Directors of the Fort Bend Grand Parkway Toll Road Authority, convened in regular session on the 21st day of August, 2013, and the roll was called of the members of the Board:

Jim Condrey	Chairman
Bobbie A. Tallas	Vice Chairman
Charles Rencher	Secretary
William D. Kee, III	Assistant Secretary
Melody Hess	Treasurer

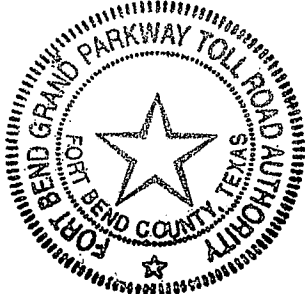
and all of said persons were present except Director(s) Rencher and Hess, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE
INTERLOCAL AGREEMENT WITH THE
NORTH TEXAS TOLLWAY AUTHORITY

was introduced for the consideration of the Board. It was then duly moved and seconded that the resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried unanimously.

2. A true, full, and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; the action approving the resolution has been duly recorded in the Board's minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that the resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place, and subject of the meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 21st day of August, 2013.



(SEAL)

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Secretary, Board of Directors

EXHIBIT "B"

RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE
INTERLOCAL AGREEMENT WITH THE
NORTH TEXAS TOLLWAY AUTHORITY

WHEREAS, the Fort Bend Grand Parkway Toll Road Authority (the "Authority") is a local government corporation operating pursuant to Texas Transportation Code, Chapter 284; and

WHEREAS, the Authority is authorized and desires to enter into an Interlocal Agreement with the North Texas Tollway Authority (the "NTTA") to reimburse the NTTA for certain costs incurred by NTTA in connection with the Authority's request for addition as an "Additional Party," pursuant to, and as described in, Section VII of the Interlocal Agreement by and between the Texas Department of Transportation, Harris County, NTTA, and the Central Texas Regional Mobility Authority (the "Interoperability Agreement"); and

WHEREAS, the Board of Directors of the Authority (the "Board") is of the opinion that administrative efficiency will be served by authorizing the Chairman to execute the Interlocal Agreement as approved by the Board; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY THAT:

Section 1: The Board of Directors of the Authority hereby authorizes the Chairman to execute the Interlocal Agreement related to reimbursement of NTTA for certain costs related to the Interoperability Agreement.

Section 2: This Resolution is effective immediately upon passage.

PASSED AND APPROVED on August 21, 2013.

/s/ James D. Condrey
Chairman, Board of Directors

ATTEST:

/s/ Charles Rencher
Secretary, Board of Directors

(SEAL)



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The Commissioners Court of Fort Bend County, Texas, convened in REGULAR SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the 27 day of August, 2013, at the County Courthouse, with a quorum of said Court present:

Whereupon, among other business the following was transacted at said meeting: a written Order entitled:

ORDER AUTHORIZING THE FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY TO ENTER INTO INTERLOCAL AGREEMENT WITH THE
NORTH TEXAS TOLLWAY AUTHORITY

(the "Order") was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved by Comm. Meyers and seconded by Comm. Morrison that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order prevailed and carried by the following vote:

AYES: 5

NOES: 0

The County Judge thereupon announced that the Order has been duly and lawfully adopted. The Order thus adopted follows:

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**ORDER AUTHORIZING THE FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY TO ENTER INTO INTERLOCAL AGREEMENT WITH THE
NORTH TEXAS TOLLWAY AUTHORITY**

RECITALS

WHEREAS, the Fort Bend Grand Parkway Toll Road Authority (the "Authority") is a local government corporation pursuant to the Texas Transportation Code, Chapter 284; and

WHEREAS, the Authority is authorized and desires to enter into an Interlocal Agreement with the North Texas Tollway Authority (the "NTTA") to reimburse the NTTA for certain costs incurred by NTTA in connection with the Authority's request for addition as an "Additional Party," pursuant to, and as described in, Section VII of the Interlocal Agreement by and between the Texas Department of Transportation, Harris County, NTTA, and the Central Texas Regional Mobility Authority (the "Interoperability Agreement"); and

WHEREAS, on August 21, 2013, the Board of Directors of the Authority authorized the Chairman to execute the Interlocal Agreement; and

WHEREAS, the NTTA has requested Fort Bend County (the "County") to join in the execution of the ILA and provide an order by the Commissioners Court of the County as evidence of the authority provided to the Authority to enter into the ILA and to perform its obligations contained therein;

BE IT ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

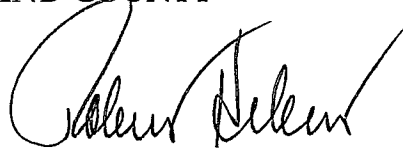
Section 1: The County hereby authorizes the Authority to enter the ILA related to reimbursement of NTTA for certain costs related to the Interoperability Agreement.

Section 2: The Commissioners Court hereby authorizes the County Judge to execute the ILA and the County Clerk to attest to the ILA on behalf of the County to evidence the County's authorization of its execution by the Authority and approval of its terms.

Section 3: This Order is effective immediately upon passage.

ADOPTED this 27 day of August, 2013.

FORT BEND COUNTY



8-27-13

Robert Hebert, County Judge

ATTEST:



Dianne Wilson, County Clerk and Ex-Officio
Clerk of the Commissioners Court of
Fort Bend County, Texas

(SEAL)

