

**SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 03-62a

WHEREAS, the Texas Transportation Code authorizes the creation of a regional mobility authority for the purposes of constructing, maintaining, and operating one or more turnpike projects in a region of this state; and

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 46 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, the CTRMA is about to hire its first employee; and

WHEREAS, the CTRMA needs to establish a mechanism whereby benefits may be made available to, and administered for, CTRMA employees; and

WHEREAS, Williamson County has agreed to provide the administrative support necessary to allow CTRMA employees to receive benefits and to provide such support at no out-of-pocket cost to the CTRMA; and

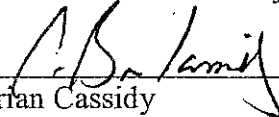
WHEREAS, on November 25, 2003, the Williamson County Commissioners Court adopted the interlocal agreement attached hereto as Attachment "A" providing for the administration of benefits for up to two CTRMA employees.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the entry into the interlocal agreement attached hereto as Attachment "A" providing for the administration of benefits for the CTRMA; and

BE IT FURTHER RESOLVED, that the Chairman be authorized to execute such interlocal agreement on behalf of the CTRMA.

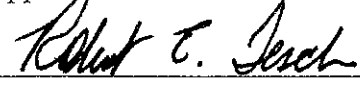
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 5th day of December, 2003.

Submitted and reviewed by:



C. Brian Cassidy
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 03-62a
Date Passed 12/05/03

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into effective this _____, 2003, by and between WILLIAMSON COUNTY (the "County") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "Authority"), each a political subdivision of the State of Texas. For purposes of this Agreement, the County and the Authority are each referred to individually as a "Party," and collectively, "the Parties."

WITNESSETH:

WHEREAS the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (V.T.C.A.), provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, the County has entered into previous agreements with political subdivisions operating within the County for purposes of administering payroll, group insurance programs, and other related employee benefit programs; and

WHEREAS, the Authority is comprised of both Travis and Williamson Counties, with the offices for its initial project located in Williamson County and projects and additional offices anticipated to be located in both counties; and

WHEREAS, the Authority has recently hired its first full-time employee, and while the Authority shall be responsible for paying the salary and benefits of its employees, in the interest of administrative efficiency, the Authority desires, and the County agrees, that the County will administer the payroll, health benefits, dental benefits, group insurance benefits, and Texas Employment Commission program for Authority employees;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I.

FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the County and the Authority have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this Agreement will be in full force and effect when approved by each Party.

II.

ACTIONS

1. **Costs.** The actual salaries of the Authority's employees and the actual costs for employee insurance, health, dental, and Texas Employment Commission benefits will be paid from the Authority to the County on a biweekly basis. The Authority shall cause all funds of the Authority for these costs to be deposited in a special fund of the County to be used solely for the provision of the payroll and employee benefits to Authority employees. Payment will be made through an ACH debit initiated by the County Treasurer from an account designated by the CTRMA. Such debit may be initiated up to two (2) days before the issuance of checks by the County to the Authority's employees.

2. **Employee Payroll.** The payroll of Authority employees shall be paid in the same manner and at the same time as like employees of the County.

3. **Employee Enrollment.** All employees of the Authority will be enrolled in the same group insurance program, group health benefits program, group dental benefits program, and group Texas Employment Commission program as like employees of the County.

4. **Administrative Costs.** The County does not foresee any significant administrative costs for administering the payroll and employee benefits for Authority employees so long as the number of Authority employees is minimal. Any time after which the number of full-time

Authority employees exceeds a total of two (2), the County reserves the right to require payment of an additional fee mutually agreed upon by the parties to cover the County's cost of administering such payroll and employee benefits services for Authority employees.

5. **Status of Authority Employees.** Personnel of the Authority are employees only of the Authority and in no way shall be considered employees of the County.

III.

GENERAL AND MISCELLANEOUS

1. **Term and Termination.** This Agreement shall continue in force and effect for an initial period of one (1) year from the Effective Date, and shall automatically renew for additional one (1) year terms, unless terminated by either Party by written notice submitted to the non-terminating Party 60 days prior to the expiration of the then-current term. A Party may terminate this Agreement at any time upon 60 days prior written notice to the other Party.

2. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the County and the Authority regarding any other subject or matter and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

3. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

4. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the County or the Authority

waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

5. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both the Authority and the County, and authorized by their respective governing bodies.

6. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

By: _____
JOHN DOERFLER
County Judge, Williamson County

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
ROBERT E. TESCH
Chairman