

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

**RESOLUTION NO. 03-52**

WHEREAS, Texas Transportation Code Section 361.003 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, Travis and Williamson Counties previously contributed \$250,000.00 each to fund the initial operations of the CTRMA; and

WHEREAS, on or about July 15, 2003, the CTRMA made a request for \$300,000 in additional operational funding from Travis County; and

WHEREAS, Travis County has agreed to provide additional funds; and

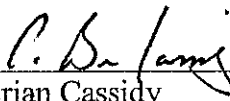
WHEREAS, on October 7, 2003, the Travis County Commissioners Court adopted the interlocal agreement attached hereto as Attachment "A" providing for the transfer of its funds directly to the CTRMA.

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 transfer of funds to the CTRMA; and

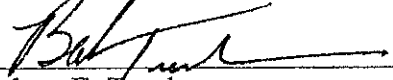
BE IT FURTHER RESOLVED, that the Chairman be authorized to execute such interlocal agreement on behalf of the CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 16th day of October, 2003.

Submitted and reviewed by:

  
\_\_\_\_\_  
C. Brian Cassidy  
Legal Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 03-52  
Date Passed 10/16/03

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between TRAVIS COUNTY (the "County") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "Authority"), political subdivisions of the State of Texas.

### WITNESSETH:

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more 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 previously provided the sum of \$250,000 to pay for various expenses relating to the creation and initial funding and operations of the Authority; and

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

### I.

#### FINDINGS

1. **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. **Transfer of Unencumbered Funds.** The County hereby agrees to transfer to the Authority \$300,000 for Authority purposes, as well as to provide for the possibility of future transfers of funds, on the following terms and conditions.
  - a. The Authority shall use funds transferred under this Agreement only to improve the system of roadways in Central Texas by studying, planning, and developing projects in a manner consistent with the Petition for Authority to Form the CTRMA filed by Travis and Williamson Counties. The work of the Authority shall include using best efforts to develop a Travis County project as its second project. Nothing herein shall preclude the use of the transferred funds for general administrative purposes of the Authority provided that the Authority is engaged in activities contemplated by this Subsection (a).
  - b. As soon as possible after execution of this Agreement, the County shall transfer \$300,000 to the Authority. The Authority shall submit an annual budget to the County for the coming fiscal year. For any additional County funding that the Authority anticipates requesting, the Authority shall submit a request and budget to the County between June 1<sup>st</sup> and July 15<sup>th</sup> preceding the fiscal year during which the Authority desires the County to transfer the funds. For any unforeseeable requests for County funding, the Authority shall submit to the County a request and budget at least 60 days before the date the Authority desires the County to transfer the funds.

- c. All expenditures, invoices, transfers, and payments of funds under this Agreement shall comply with (i) the budget submitted by the Authority, (ii) applicable state and federal law, and (iii) for funds that the County has received from or will be reimbursed by another entity, the requirements of any agreement with that entity governing those funds, including but not limited to the Interlocal Agreement for Regional Mobility and Transportation Projects Between Capital Metropolitan Transportation Authority ("Cap Metro") and Travis County, as amended.
- d. The Authority shall submit to the County no less than quarterly a report detailing how the Authority expended any and all funds received under this Agreement during that quarter. The County reserves the right to subject the Authority's records pertaining to this Agreement to an audit by the Travis County Auditor. In the event of such an audit, or an audit of the County by Cap Metro or any other entity from which the County derives funds transferred under this Agreement, the Authority agrees to fully cooperate with the County, including making available any and all records necessary for the audit.
- e. The Authority shall comply with applicable state law when procuring goods and services and all procurement processes shall be designed to allow for competition and ensure selection of the best possible proposal. The Authority shall not expend funds transferred under this Agreement for entertainment, liquor, or recreational activities. The County may terminate this Agreement either (i) in the event of the Authority's noncompliance with the foregoing

terms and conditions, or (ii) if the County finds that this Agreement is no longer in the County's best interest, provided that no such termination may occur, without the Authority's consent, if the Authority is acting in compliance with Subsection (a) above. In the event of a termination, the County shall be obligated to transfer only those funds required to reimburse the Authority for legitimate expenditures prior to the date of termination.

2. **Acceptance of Transfer.** The Authority hereby accepts the transfer of said funds and pledges to utilize said funds for Authority purposes in compliance with the foregoing terms and conditions.

### III.

#### GENERAL AND MISCELLANEOUS

1. **Prior Written Agreements.** This Agreement supercedes and replaces the prior agreement between the Parties dated June 4, 2003. Otherwise, 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.
2. **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, 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. The County shall not be obligated to fund any additional monies other than as stated herein. The Party paying for the performance of governmental functions or services shall make payments from current revenues available to the paying Party.

3. **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.

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

5. **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 or provisions, and the rights and obligation 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, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6. **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 above first written, 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.

**TRAVIS COUNTY**

By: Samuel T. Biscoe  
SAMUEL BISCOE  
County Judge  
Travis County, Texas  
Date: 10.7.03

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_  
ROBERT TESCH, Chairman  
Date: