

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

RESOLUTION NO. 06-47

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 43 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements ("CDAs"); and

WHEREAS, the CTRMA identified the 183-A Turnpike Project (the "Project") as its initial project in a petition filed under the RMA Rules; and

WHEREAS, in Minute Order No. 109877, approved on November 18, 2004, the Texas Transportation Commission granted its approval of the Project and the development thereof by the CTRMA subject to the conditions therein specified; and

WHEREAS, in Resolution No. 04-43, dated September 8, 2004, the Board of Directors approved of the selection of Hill Country Constructors as the Developer of the Project and subsequently entered into a Comprehensive Development Agreement for the development and construction of the Project; and

WHEREAS, in Resolution No. 05-06, dated January 26, 2005, the Board of Directors approved entering into a Project Development Agreement ("PDA") with the Texas Department of Transportation ("TxDOT") regarding the various project development issues related to construction, completion and operation of the Project; and

WHEREAS, Hill Country Constructors has undertaken construction of the Project with planned completion in early 2007; and

WHEREAS, the PDA provides that operation of the Project will be interoperable with various TxDOT projects and that the CTRMA shall utilize the TxDOT Customer Service Center and Violations Processing Center ("CSC/VPC") for purposes of processing the Project's tolls, customer inquiries and assistance, and violations as well as other related services ("CSC/VPC Services"); and

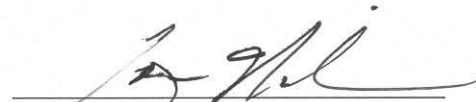
WHEREAS, the CTRMA staff recommends that the CTRMA enter into the attached Interlocal Agreement attached hereto as Attachment "A" for purposes of obtaining the CSC/VPC Services described therein,

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves entering into the Interlocal Agreement with TxDOT attached hereto as Attachment "A" for the purposes set forth therein; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute such Interlocal Agreement in its final form on behalf of the CTRMA.

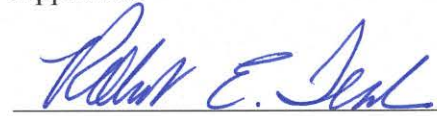
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of August, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-47
Date Passed 08/30/06

Attachment "A"

Interlocal Agreement with TxDOT for Utilizing the Customer Service Center and
Violations Processing Center in the Operation of CTRMA Toll Projects

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation TxDOT
The Central Texas Regional Mobility Authority CTRMA

II. PURPOSE: CTRMA and TxDOT previously entered into a "Development, Operation, and Maintenance Agreement" for the 183-A Turnpike Project (the "Project Agreement") in which the Parties agreed that it will benefit the CTRMA, TxDOT, and the traveling public for the CTRMA to utilize the services of TxDOT's CSC/VPC for the CTRMA's customer service, and violation processing services.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: TxDOT intends to provide Customer Service Center support to CTRMA including: account management, credit card processing, customer service, Transponder distribution, systems support and violation processing services. To the extent that CTRMA requests that TxDOT modify or supplement their policies, CTRMA agrees to reimburse TxDOT for reasonable costs of implementing any modifications or supplemental business practices.

Initially there shall be no transaction processing fees charged to the CTRMA. If in the future it is determined that TxDOT will charge such fees, fees shall be based on data demonstrating reasonable costs of transaction processing.

The total amount of this contract shall not exceed \$ n/a and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates August 30, 2011 or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated _____, has authorized the Central Texas Regional Mobility Authority to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

FOR THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____

AUTHORIZED SIGNATURE
Mike Heiligenstein
Executive Director

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____

Janice Mullenix
Director, Contract Services Section
Office of General Counsel

ATTACHMENT A

Scope of Services

I. Recitals

This Agreement will be in full force and effect when approved by each party. It is understood by the Parties that this document will be revisited as necessary by mutual agreement to ensure that it reflects the current agreements and understandings of the participating agencies.

II. DEFINITIONS

Adjustment - A financial transaction applied to an account that negatively or positively (debit or credit) modifies the account's balance. A toll Adjustment financially modifies a specific transaction (toll or violation) that was previously posted/paid on the account (and thus modifies the account's balance). An account Adjustment financially modifies the account balance directly (and is not related to a specific toll or violation transaction).

Automatic Vehicle Identification (AVI) – A system consisting of an antenna and reader installed in a toll lane and a transponder mounted on a vehicle that allows for automatic identification of a vehicle as it passes through the lane.

Central Toll Repository (CTR) Host – The host computer for the CTRMA toll collection system located in the computer room in the administrative headquarters building of the CTRMA (or as otherwise located) that acts as the central depository for all ETC data related to use of any facility within the CTRMA System.

CTRMA System - Any tolled roadway owned and/or operated by the CTRMA or on behalf of the CTRMA by any third party.

Customer Service Center (CSC) – The customer service center to be operated by TxDOT that distributes TxTag Transponders, supports the TxTag customers and processes transactions and violations as identified.

Electronic Toll Collection (ETC) – A system of integrated devices and components that permit the automatic recording of vehicle transactions through electronic media in a toll revenue collections system.

Interface Control Document (ICD) – The current mutually agreed upon document that specifies the file(s) transferred between two systems (i.e. CSC system and TMS Host). The document specifies file naming, format, content, transfer timing and transfer protocol/process.

Reconciled Transaction - A transaction (toll or violation) that the Home Authority has provided a status (i.e. posted, rejected, etc.) to the Away Authority for a transaction that the Home Authority received (from the Away Authority) and processed.

Toll Revenue or Revenue – Funds due or paid for posted transactions including Reconciled Transactions less Adjustments.

Transponder – A device placed on or within an automobile that is capable of transmitting or receiving information used to assess or collect tolls that results in recognizable vehicle identification for tolling purposes, either with TxDOT's ETC program or with an interoperable third party. This includes, but is not limited to, a "TxTag Transponder".

TxTag® – The trademark registered by the North Texas Tollway Authority and licensed for use by TxDOT for branding TxDOT's ETC program.

Valid Transaction – The data recorded by the passage of a vehicle equipped with an electronic TxTag Transponder (which is properly read by the toll management system and which has a valid status) through a CTRMA tolling point.

Violation Processing System (VPS) – The violation processing system currently being developed and implemented by TxDOT, as an integral part of the TxDOT CSC system, which will process and manage violation.

III.

TRANSPONDER DISTRIBUTION AND TRANSFER OF FUNDS

1. TxDOT will distribute TxTag Transponders and will be responsible for establishing and maintaining all related customer accounts in accordance with the "Customer Service Center and Violations Processing Center TxTag Business Policies" (Exhibit 1) and the "Customer Service Center (CSC) / Toll Management System (TMS) Interface Control Document" (Exhibit 2) attached hereto. As such, TxDOT will create a file, known as the Tag Validation List (TVL), which lists TxTag and interoperable Transponders, and denotes the status of each Transponder as specified in the ICD. The TVL file and updates thereto will be sent to the CTR Host as provided in the ICD so that CTRMA can incorporate the list in the recording of transactions occurring on the CTRMA System. Such transfers will occur as specified in the ICD and will accurately reflect the Transponder status at the time the list is created.
2. CTRMA will send ETC data collected through the Central Toll Repository (CTR) Host to the CSC for processing as specified in the ICD. TxDOT will process all transferred CTRMA Transponder transactions as specified herein.
3. No less than monthly, TxDOT will pay CTRMA for CTRMA ETC transactions that successfully post (in the TxTag CSC, regardless of the status of the respective Transponder at the time of the transaction). Funds will be transferred through wire transfer or other electronic means to an account designated by CTRMA in writing to TxDOT. Toll Revenues will be calculated as gross funds due to CTRMA by TxDOT for Valid and Reconciled Transactions, less Adjustments and fees, that originated on mutually agreed CTRMA System facilities (including payment for violations that were converted to toll transactions).
4. CTRMA retains the right to send all transaction data received from a non-TxTag Transponder directly to the appropriate interoperable agencies or through a third-party.

5. Documentation supporting the calculation of transferred funds will be provided for each transfer of funds from TxDOT to CTRMA. TxDOT will also provide, on a monthly basis, reports showing Toll Revenues, fees and Adjustments from use of CTRMA System facilities, and mutually agreed upon Revenue reports. Such reports will be due no later than the 15th of each month, and will be current through the end of the previous month. All records maintained by TxDOT concerning use of CTRMA System facilities and the derivation of amounts due to CTRMA will be available upon request for audit for a period of three (3) years.
6. TxDOT will provide reports and data to assist the CTRMA in reconciling the transaction data and revenue. TxDOT operational and management reports related to CTRMA will also be provided to CTRMA as reasonably necessary to assist the CTRMA in assessing system performance. The content of such reports will include the information contained in the sample reports attached hereto as "Customer Service Center Subscriber Reports" Exhibit 3; the exact format of the reports will be agreed to by the parties.
7. The CTRMA and TxDOT agree to periodically review Revenue payments to CTRMA from TxDOT. Additional language will be considered to limit the CTRMA's exposure to unpaid Revenue if appropriate data shows that an unacceptable amount of Revenue is not paid to CTRMA because transactions do not post to TxDOT accounts or unacceptable large periods of time pass without payment or reconciliation of transactions owed to CTRMA.

IV. TOLL VIOLATIONS

1. Failure or refusal to pay the proper toll on a CTRMA System facility may result in a toll violation as set forth in § 370.177 of the RMA Act and CTRMA adopted policies.
2. Violation transactions and associated images will be collected at the CTRMA CTR Host. At the beginning of the data flow process, all transaction data will be sent by CTRMA to the CSC to match accounts. Then after non-matches are returned, CTRMA will determine which ones to send back to the CSC for violation processing. The CTR Host will only transmit violations to the CSC that should be pursued by TxDOT. Violation data sent by CTRMA will be transmitted as specified in the ICD.
3. The CSC system and the VPS interfaces will provide the ability for CTRMA to review, and continue or cancel the established CSC violation process at the following points: (i) prior to any notification being sent to the registered vehicle owner; (ii) prior to initiation of any third-party collection activities; and (iii) prior to initiation of any legal action. The CTRMA violation transactions that are received by TxDOT and determined to be customers of interoperable agencies or have images that are non-readable by the TxDOT systems will not be further processed by TxDOT. Although such transactions will not be processed by TxDOT, status will be sent back to CTRMA notifying them of the transactions that are not going to be pursued.
4. Actual and agreed upon costs for changes made to the established violations processing system at CTRMA's request, be reimbursed to TxDOT by CTRMA.
5. TxDOT will direct vehicle owners to send payment for violations directly to TxDOT where these payments will be processed. Electronic data relating to all payments will be transmitted to the CTR Host as specified in the ICD. All toll payments that are for violations related to use of a CTRMA System facility will be wired to the CTRMA specified account.

6. TxDOT will provide one (1) court liaison staffed by the CSC to be dedicated to the pursuit of CTRMA violations. As TxDOT will incur the cost of the court liaison position, all fees collected on CTRMA toll violations will be retained by TxDOT. If staffing one (1) court liaison is found to be insufficient in the future, the Parties agree to revise the staffing levels and renegotiate the costs incurred.

V. SYSTEM SPECIFICATIONS AND FILE TRANSFER

1. The ICD documents are the technical specifications required for a working interface between the CSC and the CTR Host subsystem and define the timing, format and content for file and date transfers. CTRMA will design its toll collection system to adhere to the technical specifications set forth in the ICD. TxDOT will process transactions and transfer data in the format and within the timeframes set forth in the ICD. TxDOT will not be responsible for processing transactions which do not adhere to the ICD. The ICD may be amended from time to time without requiring a new Agreement, but will require the mutual written consent of the Parties.

2. The Transponders to be distributed by TxDOT will be compliant with the current version Texas Interoperability Business Requirements. The AVI equipment utilized by the CTRMA will be compliant with the current version Texas Interoperability Business Requirements.

VI. CUSTOMER SERVICE STANDARDS

1. The CSC will employ a high level of customer service when handling all customers. TxDOT will establish standards and meet such standards. Meetings will be held quarterly to review reports on operational performance and customer issues. Reports will be provided in advance to the CTRMA to reflect the customer service performance levels. Specified performance categories to be addressed in such reports include, but are not limited to, the following: (i) CSC call center statistics; (ii) website responses and trends; (iii) customer account and transaction management; (iv) tag distribution tracking; (v.) processing of payments and refunds; (vi) customer satisfaction and dispute resolution; (vii) processing and management of violations; (viii) collection agency interactions and statistics; (ix) law enforcement and court interactions and statistics; (x) interoperability statistics; (xi) CSC administration and operation (documentation, staffing, employee turnover and training, vendor management, disaster recovery, safety procedures, etc.); and (xii) revenue management and reconciliation practices.

2. Routine maintenance of the CSC system will be performed at times that cause minimal impact to customer service. During normal hours of operation and when possible, TxDOT will provide reasonable customer service options to ensure appropriate handling of customer issues. When possible, CTRMA will be provided prior notification of any service disruptions caused by maintenance activities.

3. CTRMA may, at its own expense, conduct surveys of customers who use CTRMA System facilities concerning their customer service experiences. Such surveys will be shared and coordinated with TxDOT prior to conducting such surveys. Upon conclusion of the surveys, results will be provided to TxDOT.

**VII.
CUSTOMER INFORMATION**

1. TxDOT will provide customer account data including contact information for TxTag customers who use CTRMA roadways. CTRMA may use this information to conduct communication and marketing activities.
2. The Parties will share customer account information only for the purpose of collecting tolls, the enforcement of toll violations, or as otherwise permitted by this Agreement or required by law.
3. As stated in the TxTag License and Use Agreement, account information will not be disclosed to third parties without the TxTag Transponder user's consent except permitted by law and the policies of TxDOT. Customer account information provided to CTRMA or TxDOT will be disclosed to third parties only if the intended use of the information is specifically related to work to be performed in accordance with the terms of this agreement or other related work mutually agreed to by both TxDOT and CTRMA in conjunction with the administration of the TxTag program.
4. TxDOT and CTRMA will implement a mutually agreed upon customer dispute resolution process. All data associated with each unresolved dispute will be sent to CTRMA.

**VIII.
SYSTEM CONFORMANCE TESTING**

1. The integration of the CTRMA's ETC system and the TxDOT's CSC will be jointly tested prior to opening the 183-A Turnpike Project to revenue service. Scripts will be developed and mutually agreed upon to test: (i) the transfer and accuracy of the files as specified in the ICD; (ii) various ETC and non-payment transactions created in the lanes to verify the transmission of data to the CSC; (iii) reports generated at the host and CSC to verify the ETC and non-payment transactions reconciliation; and (iv) reports produced on both systems to reconcile the payment and wire transfer amounts.
2. TxDOT and CTRMA will develop mutually agreed upon performance standards for CTRMA's systems. Standards include, the ability to create a transaction record for each toll transaction containing all pertinent data to process the transaction, the transponder read success rate, the correct determination of vehicle class, the systems ability to detect a violating vehicle, the systems ability to capture a readable plate image and to obtain a correct result by Optical Character Recognition. Percentages for accuracy and quality will be defined at a later date by the Parties.

**IX.
MARKETING**

1. TxDOT will engage in a marketing program to promote the use of toll roads and TxTag Transponders and to inform the public regarding the manner in which interested users may establish TxTag accounts.
2. The CTRMA will engage in marketing efforts to promote the use of CTRMA System facilities, and may direct potential users to the TxDOT CSC for TxTag account establishment.

3. The Parties will coordinate their marketing efforts to ensure that consistent information is being communicated to the public. Each Party will discuss at the quarterly meetings referenced in VI. (1.) above its marketing activities to the Public Information Officer, Marketing Director, or other designated individual of the other Party.

4. CTRMA and TxDOT will make readily available to each other statistical data which may be useful in the planning, financing, construction, operation, and marketing of toll facilities. Such information would include, but not be limited to, TxTag penetration rates, TxTag demographic data and TxTag usage trends.

**X.
NOTICES**

All notices required under this Agreement, including account information for purposes of wiring funds, will be in writing and sent to:

TxDOT: Mr. Phil Russell, P.E.
TxDOT Division Director
TxDOT Texas Turnpike Authority Division
125 East 11th Street
Austin, TX 78701

CTRMA: Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, Texas 78701

All such notices will be deemed delivered upon the earliest of (i) actual physically receipted delivery, (ii) the next business day in the case of delivery by overnight mail or delivery, (iii) two (2) business days after deposit in the US Postal System if sent by first class mail; or (iv) upon acknowledged receipt by the recipient if sent by electronic mail.

ATTACHMENT B

Budget

TxDOT intends to provide Customer Service Center support to CTRMA including: account management, credit card processing, customer service, Transponder distribution, systems support and violation processing services. To the extent that CTRMA requests that TxDOT modify or supplement their policies, CTRMA agrees to reimburse TxDOT for reasonable costs of implementing any modifications or supplemental business practices.

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

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

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This Agreement shall automatically renew annually unless otherwise terminated by either Party from the Effective Date hereof, provided that it may be terminated by either Party, with or without cause, upon 180 days prior written notice.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee,

to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 11. Notification

CTRMA shall be notified of any changes anticipated to the CSC and/or AVI system and the TxDOT shall not take any unilateral decision that is related to the AVI system. CTRMA shall be notified in advance of all changes to the system that directly affect CTRMA. Appropriate time to evaluate the effect of the changes to the CTRMA system shall be provided, but never less than at least fifteen (15) business days after delivery of notice shall be provided. Upon the completion of this evaluation CTRMA and TxDOT shall meet to resolve any outstanding issues at the quarterly meetings referenced in VI. (1.) above, or earlier if requested by either Party.

CTRMA shall notify TxDOT of any changes anticipated to the AVI system and the CTRMA shall not take any unilateral decision that is related to the AVI system. CTRMA shall notify TxDOT in advance of all changes to the system that directly affect the CSC. Appropriate time to evaluate the effect of the changes to the CSC system shall be provided, but never less than at least fifteen (15) business days after delivery of notice shall be provided. Upon the completion of this evaluation CTRMA and TxDOT shall meet to resolve any outstanding issues at the quarterly meetings referenced in VI. (1.) above, or earlier if requested by either Party.

Article 12. Other Services

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

Article 13. 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.

Article 14. 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.

ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E

Location Maps Showing Project

