

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

RESOLUTION NO. 07-57

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, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, the Texas Transportation Commission authorized the formation of the Camino Real Regional Mobility Authority ("CRRMA") and the City of El Paso created the CRRMA in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, in a continuation of the CTRMA's efforts to provide support to other Regional Mobility Authorities throughout the State, the CRRMA and the CTRMA desire to work together in order to facilitate the CRRMA's efforts to address its administrative and organizational needs; and

WHEREAS, the CTRMA staff has negotiated a proposed Interlocal Agreement ("Interlocal Agreement") with the CRRMA which sets forth various terms regarding the CRRMA's utilization of the services of CTRMA staff and consultants, such proposed Interlocal Agreement being attached hereto as "Attachment "A""; and

WHEREAS, the Board of Directors of the CRRMA has approved and caused to be executed the Interlocal Agreement; and

WHEREAS, the CTRMA staff recommends that the CTRMA enter into the Interlocal Agreement with the CRRMA.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves the execution of the Interlocal Agreement for the mutual benefit of the CTRMA and the CRRMA; and

BE IT FURTHER RESOLVED, that the Executive Director and staff are directed to operate under the Interlocal Agreement consistent with all applicable rules, regulations, statutes, and this Resolution and that such Interlocal Agreement may be executed by the Executive Director.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of August, 2007.

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 07-57
Date Passed 8/29/07

ATTACHMENT "A"
To
Resolution No. 07-57
CRRMA-CTRMA Interlocal Agreement

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made, entered into and effective the 10th day of August 2007, by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "CTRMA") and the CAMINO REAL REGIONAL MOBILITY AUTHORITY ("CRRMA"), political subdivisions of the State of Texas (collectively, the "Parties").

WITNESSETH:

WHEREAS, the CTRMA is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370.031(b) of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE § 26.01 *et seq.* (the "RMA Rules"); and

WHEREAS, the CRRMA is a regional mobility authority created pursuant to the request of the City of El Paso, Texas and operating pursuant to Chapter 370.031(c) of the RMA Act and the RMA Rules; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, §370.033 of the RMA Act provides that regional mobility authorities may enter into interlocal agreements with other governmental entities for project development related services; and

WHEREAS, the CTRMA has previously hired employees and entered into contracts with several consultants for the provision of services related to transportation project development, financing operations and maintenance; and

WHEREAS, the CRRMA is in immediate need of various project management, administrative, outside legal and other services related to the financing and development of the proposed State Spur 601 Project located in El Paso County, Texas as well as on-going need for these services relative to the operation of the CRRMA; and

WHEREAS, the Parties have agreed that it would be to their mutual benefit for certain CTRMA employees and consultants to be available to provide needed project development and related services to the CRRMA;

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 Parties 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 both Parties.

II. ACTIONS

1. Provision of Services. Subject to the terms of this Agreement, the CRRMA is hereby authorized to utilize the services of various CTRMA employees and consultants in furtherance of CRRMA project development relative to the State Spur 601 Project and such other projects as requested by the CRRMA from time to time. Such employees or consultants shall include, but not be limited to Everett Owen, P.E. as an engineering consultant, Locke Liddell & Sapp, PLLC for outside legal services, and the CTRMA's Chief Financial Officer, Communications Director, General Counsel and such other CTRMA staff and consultants as appropriate and agreed to by the Parties, including the potential use of a CTRMA Employee or Consultant as an Interim Executive Director for the CRRMA (sometimes referred to as the "CTRMA Employees" or "CTRMA Consultants"). These CTRMA Employees or CTRMA Consultants are currently under contract to the CTRMA and were hired consistent with the procurement policies of the CTRMA. In the event the CRRMA requests and the CTRMA agrees to the use of a CTRMA Employee or Consultant as an Interim Director for the CRRMA, the Parties shall reduce such agreement to writing as an amendment to this Interlocal Agreement.

2. Hours. The number of hours, if any, to be worked by any CTRMA Employees or CTRMA Consultants under this Agreement shall be as agreed to in advance of any project by the Parties on an "as needed" and "as available" basis. The CTRMA shall reserve the right to limit the utilization of the CTRMA employees and CTRMA Consultants based on CTRMA project requirements.

3. Compensation. It is expressly agreed and understood by the Parties that the CRRMA is not currently funded and therefore, no encumbrance of any debt may be made upon the CRRMA pursuant to this Agreement or otherwise. The Parties further agree and understand that all fees to and compensation of the CTRMA contemplated herein shall only become due and payable upon the CRRMA's issuance of any bonds and actual receipt of funds by the CRRMA for which the CTRMA's services were provided or upon the receipt of funds from third parties intended to cover all or a portion of CRRMA's expenses in connection with a project. The rates charged for services provided by any CTRMA Employees or CTRMA Consultants shall be as set forth in Appendix "A", which is attached hereto and incorporated herein for all purposes, or as otherwise agreed to in writing by the Parties. Actual expenses for travel and lodging incurred in the performance of work under this Agreement shall be reimbursable by CRRMA to CTRMA, subject to such expenditures being made in compliance with the applicable policies of the CRRMA. All payments made by the CRRMA pursuant to this Agreement shall be made from current revenues available to the CRRMA.

4. **Payment.** Payments due to the CTRMA under this Agreement shall be made pursuant to the submittal of a detailed and itemized invoice. All payments made by the CRRMA shall be sent to the CTRMA at the following address, or such other address provided by the CTRMA in writing:

Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 78701
Attn: Chief Financial Officer

III. GENERAL AND MISCELLANEOUS

1. **Term and Termination.** This Agreement shall be effective as of the date first written above and shall continue in force and effect until August 10, 2008. However, it shall continue for consecutive one (1) year terms thereafter, unless and until either Party terminates this Agreement. The term of this Agreement may be terminated upon thirty (30) days written notice by either Party.

2. **Prior Written 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.

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 not to 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 right(s) or claim(s) on behalf of any third party. Neither of the Parties 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 Parties to this Agreement 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 both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

8. Notices. All notices provided pursuant this Interlocal Agreement shall be hand delivered or mailed, certified return receipt requested, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing by the other party:

CTRMA: Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 78701

CRRMA: Camino Real Regional Mobility Authority
2 Civic Center Plaza, 9th Floor
El Paso, Texas 79901

9. Entire Agreement. This Interlocal Agreement contains all commitments and agreements of the parties hereto, and no verbal or written commitment shall have any force or effect if not contained herein. This Agreement may not be amended unless reduced to writing and executed by authorized representatives of both parties hereto.

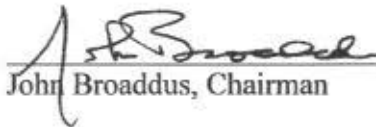
(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

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


**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Robert E. Tesch, Chairman

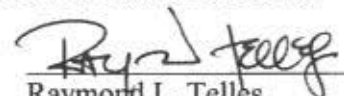
**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

By: 
John Broaddus, Chairman

ATTEST:

By: 
Ralph Adame, Secretary

APPROVED AS TO FORM:

By: 
Raymond L. Telles
Assistant City Attorney

APPENDIX "A"

2007 RATE SCHEDULE FOR CTRMA

CONSULTANTS AND EMPLOYEES

CTRMA STAFF

Position	Hourly Rate
Chief Financial Officer	\$91.14
General Counsel	\$85.97
Community Development Director	\$67.46
Director of Operations	\$76.05
Director of Communications	\$59.52
Communications Specialist	\$26.45

ENGINEERING CONSULTANT

Everett Owen, P.E.	\$100.00
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LEGAL COUNSEL

Locke Liddell & Sapp LLP	Standard Rate (2007)	Organization (20% Disc.)	Project Specific (15% Disc.)
Cassidy	\$490.00	\$392.00	\$416.50
Ashmos	\$410.00	\$328.00	\$348.50
Kidwell	\$300.00	\$240.00	\$255.00
Cockerham	\$280.00	\$224.00	\$238.00
Winland	\$260.00	\$208.00	\$221.00
Cohagan	\$190.00	\$152.00	\$161.50