

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

**RESOLUTION NO. 18-050**

**APPROVING AN INTERLOCAL AGREEMENT WITH THE NORTH EAST  
REGIONAL MOBILITY AUTHORITY FOR ELECTRONIC AND VIDEO TOLL  
COLLECTION TRANSACTION PROCESSING AND IMAGE REVIEW SERVICES**

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, Section 370.033 of the Transportation Code provides that regional mobility authorities may enter into interlocal agreements with other governmental entities; and

WHEREAS, by Resolution No. 13-001, dated January 30, 2013, the Board approved an Interlocal Agreement with the North East Texas Regional Mobility Authority ("NET RMA") to provide NET RMA electronic toll transaction processing and video toll collection services through the Mobility Authority's third-party vendors thru June 30, 2013; and

WHEREAS, by Resolution No. 15-055, dated September 30, 2015, the Board approved an amendment to the NET RMA Interlocal Agreement to provide NET RMA electronic toll transaction processing and video toll collection services through the Mobility Authority's third-party vendors thru June 30, 2020; and

WHEREAS, in April 2017, the Mobility Authority, with support and cooperation from the NET RMA, initiated the procurement of Pay By Mail processing, violation processing, collections, and customer support (collectively, the "Services"); and

WHEREAS, with input from the NET RMA, the Mobility Authority selected Cofiroute USA, LLC ("Cofiroute") as the best qualified firm to provide the Services; and

WHEREAS, by Resolution No. 18-005 dated February 28, 2018, the Board approved an agreement with Cofiroute to provide violation processing, customer service and collections; and

WHEREAS, by Resolution No. 18-033 dated July 25, 2018, the Board approved an agreement with Kapsch TrafficCom, USA (formerly Caseta / Telvent / Schneider Electric) for manual license plate image review necessary for the processing of Pay By Mail transactions; and

WHEREAS, the NET RMA has requested that the Mobility Authority continue to provide NET RMA electronic toll transaction processing and video toll collection services through the Mobility Authority's third-party vendors, Cofiroute USA, LLC and Kapsch TrafficCom, USA; and

WHEREAS, the NET RMA staff and the Mobility Authority staff have developed a new proposed Interlocal Agreement, attached hereto as Exhibit A, through which the Mobility Authority would continue to provide NET RMA with electronic toll transaction processing and video toll collection services as described therein; and

WHEREAS, by Resolution No. 18-43, dated August 14, 2018, the NET RMA Board of Directors approved the entry into an Interlocal Agreement with the Mobility Authority in the form or substantially the same form attached hereto as Exhibit A; and

WHEREAS, since its formation in 2003, the Mobility Authority has sought to assist other regional mobility authorities in achieving their mission; and

WHEREAS, the proposed Interlocal Agreement provides that the cost of the electronic and video toll collection transaction processing and image review services provided to NET RMA would be made on a pass-through basis, resulting in no additional cost to the Mobility Authority; and

WHEREAS, the Executive Director recommends that the Board also approve and authorize him to finalize and execute the proposed Interlocal Agreement in the form or substantially the form attached hereto as Exhibit A.

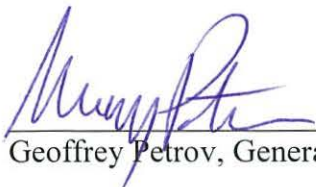
NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the entry into the Interlocal Agreement with NET RMA in the form or substantially same the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the Interlocal Agreement with NET RMA on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26<sup>th</sup> day of September 2018.

Submitted and reviewed by:

Approved:



Geoffrey Petrov, General Counsel



Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is made and entered into effective as of the 30th day of September, 2018, by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“CTRMA”) and the NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY (“NET RMA”), 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 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the “RMA Rules”); and

**WHEREAS**, the NET RMA is a regional mobility authority created pursuant to the request of Gregg and Smith Counties and operating pursuant to the RMA Act and the RMA Rules; and

**WHEREAS**, subsequent to the initial formation of the NET RMA the Counties of Cherokee, Rusk, Harrison, Upshur, Bowie, Panola, Titus, Van Zandt, Wood, and Kaufman joined the Authority and are represented on the Board of Directors of the NET RMA; 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**, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

**WHEREAS**, the NET RMA currently operates Segments 1, 2, 3A, 3B and 5 of Toll 49 and is pursuing the development of Segments 4, 6, 7, and 8 of Toll 49 (Segments 1–8 collectively, the “Toll 49 Project”); and

**WHEREAS**, the NET RMA is in need of toll transaction processing and toll collection services related to the Toll 49 Project and potentially other future transportation projects; and

**WHEREAS**, the CTRMA is a party to the Agreement Regarding Interoperability of Toll Systems and Transponders (the “Interoperability Agreement”), through which toll transactions on various tolled facilities throughout the state are processed and credited to the operator of the facility on which the transaction occurred; and

**WHEREAS**, the CTRMA and NET RMA jointly participated in a procurement for Pay By Mail processing, violations processing, collections, and customer services (the “Services”); and

**WHEREAS**, following the joint evaluation process and selection of a vendor, the CTRMA entered into an agreement with Cofiroute USA, LLC for the provision of the Services (the “Cofiroute Contract”); and

**WHEREAS**, the Cofiroute Contract specifically provides that the Services will be provided to CTRMA and will also be provided for the benefit of NET RMA; and

**WHEREAS**, the Cofiroute Contract further provides that the terms related to the performance of the Services for CTRMA shall apply equally to the Services provided for NET RMA and that CTRMA will have the right to seek performance under the Cofiroute Contract on its behalf and on behalf of other entities, including NET RMA; and

**WHEREAS**, one necessary element required for Cofiroute to perform the Services is the review of images of license plates (“Image Reviews”) to assure that such images are accurate when they are associated with Pay by Mail processing and collection efforts; and

**WHEREAS**, CTRMA has entered into an “Agreement for Image Review Services” dated September 7, 2018, with Kapsch TrafficCom USA, Inc. (“Kapsch”) to perform Image Reviews (the “Kapsch Agreement”); and

**WHEREAS**, the Image Reviews performed for CTRMA under the Kapsch Agreement will also be performed for NET RMA; and

**WHEREAS**, in addition to securing performance of the Services and Image Reviews for its benefit under the Cofiroute Contract and the Kapsch Agreement NET RMA also desires that electronic toll collection transactions related to use of NET RMA facilities be processed through the Interoperability Agreement through CTRMA; and

**WHEREAS**, the Parties have agreed that it would be to their mutual benefit for the CTRMA to seek performance under the Cofiroute Contract and the Kapsch Agreement for the benefit of the NET RMA and to provide for processing of NET RMA’s transactions through the Interoperability Agreement,

**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 the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by each party.

## **II. ACTIONS**

**1. Provision of Services.** Subject to the terms of this Agreement, the CTRMA and/or its consultants shall facilitate the NET RMA's utilization of the resources and services provided under (i) the Cofiroute Contract; (ii) the Kapsch Agreement; (iii) the Interoperability Agreement; and (iv) any amendments or successor agreements, in connection with the provision of the Services and Image Reviews for the Toll 49 Project and any other NET RMA transportation projects. Article 1 and Appendix "A" of the Cofiroute Contract set forth the general scope of the Services, including but not limited to Pay By Mail transaction processing, toll collection, violation processing, collection management, court support services, and Habitual Violator program services. All terms related to the performance of the Services under the Cofiroute Contract to CTRMA apply equally to the Services provided to the NET RMA. Article 1 and Attachment "A" of the Kapsch Agreement set forth the standards for performance of the Image Reviews, including optical character recognition image reviews and manual image reviews. NET RMA related Image Reviews will be considered as CTRMA-related Image Reviews for purposes of the Kapsch Agreement and enforcement of the terms thereof.

**2. Enforcement of Cofiroute Contract; Key Performance Indicators.** The CTRMA has the right to seek performance under the Cofiroute Contract and enforce the terms of the contract on behalf of the NET RMA. The toll collection processing Services being provided pursuant to this Agreement are an extension of the Services being provided to the CTRMA under the Cofiroute Contract. As such, unless different Key Performance Indicators ("KPIs") are identified by NET RMA and agreed to by Cofiroute, CTRMA shall require that the same KPIs set forth in Appendix "B" of the Cofiroute Contract are established and maintained for the Services for NET RMA facilities. As further provided below, CTRMA shall enforce such KPIs and other standards in the Cofiroute Contract on the NET RMA's behalf, and CTRMA shall not agree to modify the KPIs as they apply to NET RMA's facilities without the prior written consent of NET RMA, provided that nothing herein shall preclude CTRMA from establishing different KPIs that are unique to CTRMA facilities or operations without the consent of NET RMA. If at any time during the term of this Agreement NET RMA finds that Cofiroute is not meeting the KPIs for toll collection processing services for NET RMA facilities or is otherwise not complying with the terms of the Cofiroute Contract, the NET RMA may provide written notification to CTRMA of the nature of the non-compliance and the necessary corrective action. Upon receipt of such notification, CTRMA shall, on NET RMA's behalf and in a timely manner, use the remedies available in the Cofiroute Contract to enforce the contract and to demand that Cofiroute take corrective action. In the event NET RMA believes it has been damaged and is owed compensation or other relief by Cofiroute, CTRMA shall cooperate with NET RMA to assert such claims on NET RMA's behalf. To the extent there are any third-party expenses associated with the pursuit of claims or remedial action for the benefit of NET RMA, NET RMA shall pay such expenses provided that such expenses and/or the retention of third parties in connection with such efforts is approved by NET RMA, in writing. It is NET RMA's obligation to monitor Cofiroute's performance under the Cofiroute Contract as it relates to NET RMA (including, without limitation, proper implementation of NET RMA's fee structure), and CTRMA shall have no liability for lost revenue or other losses due to Cofiroute's failure to perform.

**3. Cost of Services and Payment.** NET RMA shall provide Cofiroute with all necessary information regarding tolls and fees to be charged to users of NET RMA facilities. The

Cofiroute Contract provides that Cofiroute shall be entitled to retain a portion of the tolls and fees as full compensation for the Services provided under the Cofiroute Contract, in amounts as provided for in Appendix "C" of that contract and reflected in Attachment "B". As directed by NET RMA, Cofiroute will remit the tolls and fees collected for the use of NET RMA facilities, net of the compensation owed to Cofiroute for the provision of the Services, to the NET RMA on a weekly basis. NET RMA shall be responsible for verifying that Cofiroute is charging the correct tolls and fees and is retaining amounts authorized under the Cofiroute Contract, and Cofiroute shall provide NET RMA with a weekly summary, in such detail as is required by NET RMA, of tolls and fees charged and tolls and fees collected in providing Services for the preceding week. In the event there is a discrepancy that cannot be resolved through direct discussion between NET RMA and Cofiroute, or an event of nonpayment of amounts NET RMA claims it is owed, CTRMA will, at NET RMA's request and in a timely manner, take actions necessary to secure necessary information (including, without limitation, asserting the right to review, copy and audit Cofiroute's records related to NET RMA facilities as provided for in the Cofiroute Contract) and/or assert such rights and claims as are provided for in the Cofiroute Contract and that are directed by NET RMA. To the extent there are any third-party expenses associated with the pursuit of claims or remedial action for the benefit of NET RMA, NET RMA shall pay such expenses provided that such expenses and/or the retention of third parties in connection with such efforts is approved by NET RMA, in writing.

Payments due to NET RMA under this Agreement shall be made to the NET RMA's Trustee, ZB, NA dba Zions Bank (an affiliate of Amegy Bank), via wiring instructions provided by the NET RMA.

**4. Amendments to the Cofiroute Contract.** The Cofiroute Contract was jointly procured by both the CTRMA and the NET RMA, and the provision of Services to the NET RMA is contingent upon the terms of the Cofiroute Contract. As such, CTRMA shall not agree to amend any material terms of the Cofiroute Contract that relate to Services to be provided to NET RMA without the prior written consent of NET RMA.

**5. Enforcement of Kapsch Agreement and Cost of Image Reviews.** The CTRMA has the right to seek performance under the Kapsch Agreement as it relates to Image Reviews and enforce the terms of the agreement as it relates to NET RMA transactions. If at any time during the term of this Agreement NET RMA finds that Kapsch is not complying with the terms of the Kapsch Agreement as it relates to NET RMA Image Reviews, the NET RMA may provide written notification to CTRMA of the nature of the non-compliance and the necessary corrective action. Upon receipt of such notification, CTRMA shall, on NET RMA's behalf and in a timely manner, use the remedies available in the Kapsch Agreement to enforce the agreement and to demand that Kapsch take corrective action. In the event NET RMA believes it has been damaged and is owed compensation or other relief by Kapsch, CTRMA shall cooperate with NET RMA to assert such claims on NET RMA's behalf. To the extent there are any third-party expenses associated with the pursuit of claims or remedial action for the benefit of NET RMA, NET RMA shall pay such expenses provided that such expenses and/or the retention of third parties in connection with such efforts is approved by NET RMA, in writing. It is NET RMA's obligation to monitor Kapsch's performance under the Kapsch Agreement as it relates to NET RMA Image Reviews, and CTRMA shall have no liability for lost revenue or other losses due to Kapsch's failure to perform.

Kapsch will charge for services related to Image Reviews on a per transaction basis. The fees are set forth on Attachment "B". In the event there is a decrease in fees charged under the Kapsch Agreement due to enhanced technology, operational efficiencies experienced by Kapsch, or any other reason, Attachment "B" will be amended accordingly and NET RMA will receive the benefit of the decreased fees.

In the event the NET RMA enters into a future agreement for image review services, this Agreement may be amended to remove the obligations of Kapsch and CTRMA as they relate to the Image Reviews provided under the Kapsch Agreement.

**6. Transponder-based Transactions and Associated Expenses.** CTRMA shall submit transponder based transaction on NET RMA facilities to the Central United States Interoperable Hub (or any subsequent hub established for transaction processing). The Scope of Services associated with electronic transaction processing provided for hereunder is set forth on Attachment "A"; and the fees for such services are set forth on Attachment "B". Payments due to NET RMA under this section shall be made via wire transfer as provided in Section II.3. In the event NET RMA becomes a direct party to the Interoperability Agreement or the Central United States Interoperable Hub, the parties agree to amend this Agreement as necessary to accommodate the change.

CTRMA is periodically assessed certain maintenance, hardware, and software costs as a party to the Interoperability Agreement. Such costs are borne by all of the parties to that agreement based on the relative volume of transactions processed for each party in relation to the total volume of transactions processed by the Central United States Interoperable Hub. Because costs are charged to CTRMA as a result of NET RMA's transactions, NET RMA shall reimburse CTRMA for the portion of CTRMA's costs that are attributable to the proportional volume of NET RMA's transactions. The calculation will be based on NET RMA and CTRMA transactions for the previous calendar year.

### **III. GENERAL AND MISCELLANEOUS**

**1. Term and Termination.** Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until March 8, 2023. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing:

- a. if the Cofiroute Contract is terminated, this Agreement shall terminate on the same day that the Cofiroute Contract terminates, provided that the CTRMA shall give the NET RMA written notice of the termination within five (5) business days of providing notice to or receiving notice from Cofiroute in accordance with the Cofiroute Contract;
- b. either party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of the Services or Image Reviews to be provided in accordance with this Agreement, provided that the party seeking to terminate the



Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; or

- c. either party may terminate this Agreement upon ninety (90) days written notice to the other.

**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 rights or claims 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.

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

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Mike Heiligenstein  
Executive Director

**NORTH EAST TEXAS  
REGIONAL MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Chris Miller  
Executive Director

## **ATTACHMENT “A”**

### **SCOPE OF SERVICES-TRANSPONDER TRANSACTIONS**

The Scope of Services may include, but not be limited to, the following tasks on behalf of the NET RMA:

1. The CTRMA shall submit transponder-based transactions to the Central United States Interoperable Hub, in accordance with the approved interoperable business rules and interface control documents.
2. The CTRMA shall collect and distribute to the NET RMA toll funds collected on behalf of the NET RMA within two weeks after the CTRMA has received funds due from the last of the other toll agencies remitting funds for CTRMA and/or NET RMA transactions for the preceding month.
3. The CTRMA shall provide timely assistance to the NET RMA in properly reconciling the payments from CTRMA to NET RMA.
4. The CTRMA shall make a good faith effort to include the NET RMA in the review of toll transaction processing agreements that affect the processing of NET RMA transactions or may result in a change to the toll transaction fee structure or performance measures.
5. Either directly or through access to consultant-provided systems and reports, the CTRMA shall make all reasonable efforts to provide to the NET RMA the same access to information and reports that the CTRMA requires to audit, reconcile, or resolve customer service or financial related matters related to electronic toll transactions.
6. CTRMA shall make all reasonable efforts to provide to the NET RMA the same ownership of toll transaction related information that the CTRMA is afforded through their consultant agreements.
7. Per Article II.6 of the Agreement, NET RMA will reimburse CTRMA for a proportional share of certain actual costs incurred as a party to the Interoperability Agreement.

## ATTACHMENT “B”

### PAY BY MAIL RATE SCHEDULE

In accordance with the provisions of the Cofiroute Contract, pricing for the Pay By Mail services to be provided is as follows:

<u>Pay Item</u>	<u>Description of Item</u>	<u>Unit</u>	<u>Volume (per month)</u>	<u>Unit Price</u>		<u>% of Toll Collected</u>	
				<u>Proposed Price (USD)</u>	<u>Maximum Allowed (USD)</u>	<u>Proposed Percentage (%)</u>	<u>Maximum Allowed (%)</u>
1	Transaction Paid from Pre-paid Balance (Plate-based Account)	Transaction	0-150,000 150,001 – 300,000 >300,000			18% 15% 10%	25% 25% 25%
2	Paid First Video Bill (paid prior to issuance of 1st Notice of Non-Payment)	One Paid Bill (30 days of transactions)	0-50,000 50,001 – 75,000 >75,000	\$ 0.54 \$ 0.54 \$ 0.54	\$ 1.00 \$ 1.00 \$ 1.00	17% 17% 17%	20% 20% 20%
3	Paid 1st Notice of Non-Payment (paid prior to issuance of Violation Notice)	One Paid Notice (30 days of transactions)	0-20,000 20,001-40,000 >40,000	\$ 2.50 \$ 2.50 \$ 2.50		13% 13% 13%	15% 15% 15%
4	Paid Violation Notice	One Paid Notice (30 days of transactions)	0-10,000 10,001 – 20,000 >20,000	\$ 5.60 \$ 5.60 \$ 5.60		8% 8% 8%	10% 10% 10%
5	Paid in Collections	Each Transaction Paid	0-5,000 5,001 – 10,000 >10,000	\$ 3.52 \$ 3.52 \$ 3.52		0% 0% 0%	5% 5% 5%
6	Image Review	Transaction	N/A	N/A			
7	Court Packets	Packet	0-50 51-150 >150	\$ 20.00 \$ 17.00 \$ 15.00			

**Notes:**

1. Each set of transactions on a bill or notice shall age together.
2. Cofiroute shall only be paid for one of the pay items for each set of transactions. That is, once a set of transactions moves from the toll bill to the 1st Notice of Non-Payment, the unit prices associated with that service are used to determine payment. The unit prices for the Paid First Video Bill would no longer apply to this set of transactions. Transactions shall only be charged once, according to the phase in which the transaction was paid.
3. The unit price will be determined by the aggregate value of transactions (CTRMA, NET RMA, and any other RMA participating through CTRMA combined) for the calendar month.
4. Image reviews will be provided through the Kapsch Agreement. In the event the Kapsch Agreement is terminated, Cofiroute may perform image reviews at rates to be determined pursuant to the Cofiroute Contract.

### **TRANSPONDER TRANSACTION FEES**

Transactions submitted to the Central United States Interoperable Hub through CTRMA shall be processed at a cost of \$0.05 + 3% of the toll for each transaction. These fees will be deducted from the amounts due to NET RMA.

### **IMAGE REVIEW FEES UNDER KAPSCH AGREEMENT**

Optical Character Recognition (software program): \$.019 per transaction  
Manual review: \$.039 per transaction  
Non-revenue: \$0 per transaction

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE NORTH EAST TEXAS  
REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 18-43**

WHEREAS, the North East Texas Regional Mobility Authority (“NET RMA”) was created pursuant to the request of Gregg and Smith Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et seq.* (the “RMA Rules”); and

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

WHEREAS, subsequent to the initial formation of the NET RMA the Counties of Cherokee, Rusk, Harrison, Upshur, Bowie, Panola, Titus, Van Zandt, Wood, and Kaufman joined the Authority and are represented on the Board of Directors; 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 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, Section 370.033 of the Transportation Code provides that regional mobility authorities may enter into interlocal agreements with other governmental entities; and

WHEREAS, on November 6, 2012 in Resolution No. 12-34, the NET RMA Board of Directors approved entry into an interlocal agreement with the CTRMA providing for the submission of transponder-based transactions to the interoperability hub and for processing and collection services for Pay By Mail transactions of the NET RMA; and

WHEREAS, on September 22, 2015, in Resolution No. 15-33, the NET RMA Board of Directors extended the interlocal agreement with CTRMA; and

WHEREAS, in April 2017, the CTRMA, with support and cooperation from the NET RMA, initiated the procurement of Pay By Mail processing, violation processing, collections, and customer support (collectively, the “Services”); and

WHEREAS, with input from the NET RMA, the CTRMA selected Cofiroute USA, LLC (“Cofiroute”) as the best qualified firm to provide the Services; and

WHEREAS, the CTRMA has entered into an agreement with Cofiroute to provide the Services (the "Cofiroute Contract"), and the Cofiroute Contract recognizes that the Services may also be provided for the benefit of NET RMA; and

WHEREAS, the CTRMA has entered into an agreement with Kapsch TrafficCom USA, Inc. to provide image review services (the "Image Reviews") necessary for the processing of Pay By Mail transactions (the "Kapsch Agreement"), and these services may be made available to the NET RMA through the CTRMA; and

WHEREAS, transponder transactions on NET RMA facilities must be processed through the Central United States Interoperable Hub (the "Hub"), and CTRMA has previously served as the conduit for transmitting NET RMA transactions to the Hub; and

WHEREAS, the NET RMA staff and consultants believe that the NET RMA will benefit from the provision of the Services through the Cofiroute Contract and the Image Reviews through the Kapsch Agreement, as well as continuing to access the Hub through CTRMA, and therefore it is in the NET RMA's best interest to enter into a new interlocal agreement with the CTRMA for the provision of the Services and the Image Reviews, as well as the forwarding of transponder transactions to the Hub, in the form or substantially the same form attached hereto as Attachment "A" (the "Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement protects the interests of the NET RMA and provides a means for enforcement of the terms of the Cofiroute Contract and Kapsch Agreement through CTRMA for the benefit of the NET RMA.

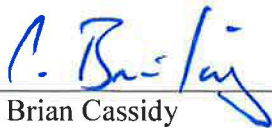
NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the entry into the Interlocal Agreement between the NET RMA and CTRMA, in the form or substantially the same form attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute the Interlocal Agreement between the NET RMA and CTRMA on behalf of the NET RMA.

Adopted by the Board of Directors of the North East Texas Regional Mobility Authority on the 14th day of August, 2018.

Submitted and reviewed by:

Approved:



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



Linda Ryan Thomas  
Chair, Board of Directors  
Date Passed: 08/14/18  
Resolution No. 18-43