

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

RESOLUTION NO. 20-049

**APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT
OF TRANSPORTATION TO CO-LOCATE PERSONNEL FOR THE PURPOSES OF
SERVING PAY-BY-MAIL CUSTOMERS OF BOTH AGENCIES**

WHEREAS, by Resolution No. 16-047, dated July 27, 2016 the Board of Directors approved an interlocal agreement with the Texas Department of Transportation (TxDOT) to co-locate personnel at certain TxTag Customer Service Centers for the purposes of more efficiently serving Pay-By-Mail customers of both agencies; and

WHEREAS, this collaboration with TxDOT has allowed the Mobility Authority to provide walk-up services to 22,000 customers and the collection of \$835,000 in payments; and

WHEREAS, the original interlocal agreement has expired and both agencies wish to continue their co-location arrangement by entering into a new interlocal agreement at no cost to either agency; and

WHEREAS, the Executive Director recommends that the Board of Directors approve a new interlocal agreement with TxDOT for the co-location of personnel at TxTag Customer Service Centers in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves and authorizes the Executive Director to finalize and execute the proposed interlocal agreement with TxDOT for the continued co-location of personnel at TxTag Customer Service Centers in the form or substantially the same form as is attached hereto as Exhibit A.

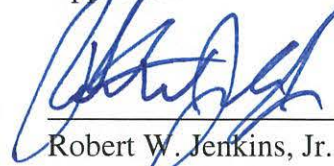
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of August 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

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
Central Texas Regional Mobility Authority Local Government

II. PURPOSE: To better serve the public, the Texas Department of Transportation desires to share office space with the Local Government at locations managed by TxDOT.

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

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed **\$0.00** 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 on **August 01, 2022** 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 Local Government to obtain and perform 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 and **Attachment D**, Resolution or Ordinance and Attachment E, Location Maps Showing Project

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
 AUTHORIZED SIGNATURE
Mike Heiligenstein
 TYPED OR PRINTED NAME AND TITLE
Title 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 _____
 Kenneth Stewart
 Director of Contract Services

ATTACHMENT A

Scope of Services

- I. This agreement will provide improved customer service to TxTag customers with the convenience of having two toll entities with two respective back-office systems, in one location. TxDOT shall house employees and equipment of the Local Government at locations managed by TxDOT to provide customer service to customers with inquiries on Local Government back-office system.
- II. Local Government will be responding to billing issues and any and all inquiries with their own equipment and back-office system.
- III. Local Government shall operate during the same hours of operations as TxDOT for any and all locations.
- IV. TxDOT reserves the right to add or delete locations under this contract. TxDOT will coordinate with the Local Government for locations to be added. TxDOT will provide ten business days written notice to the Local Government for locations to be deleted.
- V. Local Government employee(s) will not be granted access to or use any TxDOT equipment or back-office system. TxDOT employee(s) will not be granted access to or use any Local Government equipment or Local Government back-office system.

ATTACHMENT B

Budget

No funds shall be exchanged under this agreement.

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

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

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 contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

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.

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. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

| | |
|---------------------------|---|
| Local Government:: | Director of Operations Central Texas Regional Mobility Authority 3300 North Interstate 35 Frontage Road #300 Austin, Texas 78705 |
| TxDOT: | Texas Department of Transportation Director of Contract Services 125 East 11th Street Austin, Texas 78701 |

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

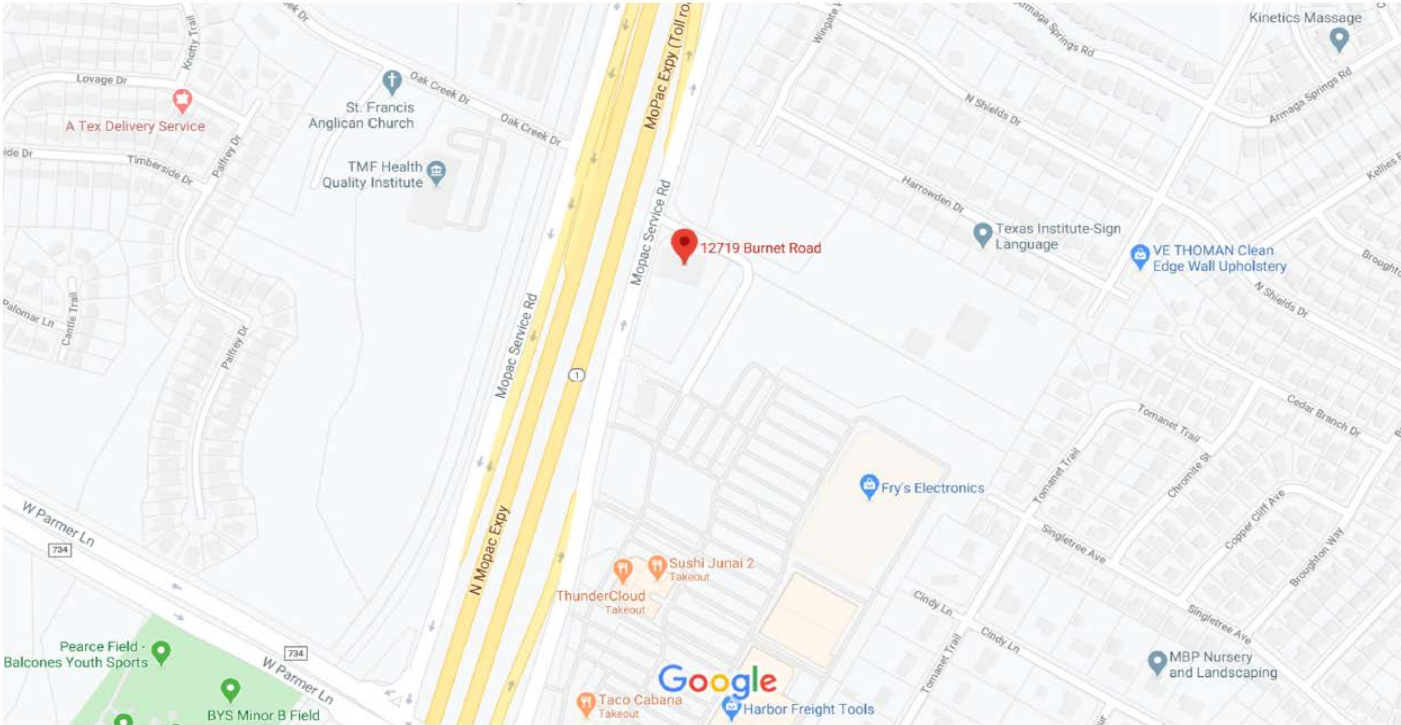
ATTACHMENT D
Resolution or Ordinance

Attachment E

Location Maps



12719 Burnet Rd
TOD-CSC



2420 Ridgepoint Dr
TOD-TOC

