

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

RESOLUTION NO. 07-74

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 Hidalgo County Regional Mobility Authority ("HCRMA") and Hidalgo County, Texas created the HCRMA 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 HCRMA and the CTRMA desire to work together in order to facilitate the HCRMA's efforts to address its administrative, organizational and project-related needs; and

WHEREAS, the general form of an Interlocal Agreement ("Interlocal Agreement") with the HCRMA is attached hereto as "Attachment "A"" which sets forth various terms regarding the HCRMA's utilization of the services of CTRMA staff and consultants; and

WHEREAS, the CTRMA staff recommends that the CTRMA enter into an Interlocal Agreement with the HCRMA in substantially the form attached hereto as "Attachment "A"".

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves the execution of an Interlocal Agreement in substantially the form attached hereto as "Attachment "A"" for the mutual benefit of the CTRMA and the HCRMA, and directs the Executive Director and staff to finalize the Interlocal Agreement on mutually acceptable terms and conditions consistent with this Resolution, and that such Interlocal Agreement may be executed by the Executive Director upon its completion and adoption of an appropriate Resolution by the HCRMA Board of Directors consistent with the terms hereof; 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.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 7th day of December, 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 07-74
Date Passed 12/7/07

Attachment "A" to
Resolution 07-74

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective the ___ day of _____, 200__, by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "CTRMA") and the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY ("HCRMA"), 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 HCRMA is a regional mobility authority created pursuant to the request of the Hidalgo County, Texas and operating pursuant to Chapter 370.031(b) 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 HCRMA is in need of project management and other services related to the proposed _____ Toll Project located in Hidalgo County, Texas as well as other future projects; 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 HCRMA.

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

Attachment "A" to
Resolution 07-74

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. Provision of Services. Subject to the terms of this Agreement, the HCRMA is hereby authorized to utilize the project management and related services of CTRMA consultants Everett Owen, P.E. as an engineering consultant, Locke Liddell & Sapp for legal services consultation and First Southwest _____ for financial services consultation (sometimes referred to as the "CTRMA Consultants"). These consultants are all under contract to the CTRMA and were hired consistent with the procurement policies of the CTRMA.

The HCRMA shall also have the opportunity to utilize the services of the CTRMA Chief Financial Officer, Communications Director, General Counsel and other CTRMA staff and consultants as appropriate and agreed to by the Parties.

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 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 requirements.

3. Compensation. Subject to paragraph 4 below, the CTRMA shall invoice the HCRMA on a monthly basis for services rendered by the CTRMA Consultants or CTRMA employees. The rates charged for services provided by any CTRMA employees or CTRMA Consultants shall be as set forth in Appendix "A" or as otherwise agreed to by the Parties. Actual expenses for travel and lodging incurred in the performance of work under this Agreement shall be reimbursable by HCRMA to CTRMA, subject to paragraph 4 below.

4. Payment. Payments due to the CTRMA under this Agreement shall be made by the HCRMA to:

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

Attachment "A" to
Resolution 07-74

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

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

By: _____
Name and Title: _____