

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

**RESOLUTION NO. 09-58**

**Interlocal Agreement With  
Grayson County Regional Mobility Authority**

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 Grayson County Regional Mobility Authority ("GCRMA") and Grayson County, Texas created the GCRMA in accordance with the Transportation Code and the RMA Rules; and

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

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

WHEREAS, the CTRMA staff recommends that the CTRMA enter into an Interlocal Agreement with the GCRMA 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 GCRMA, 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 GCRMA 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 26th day of August, 2009.

Submitted and reviewed by:



Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 09-58  
Date Passed 8/26/09

**INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** is made and entered into effective the \_\_\_ day of \_\_\_\_\_, 2009, by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "CTRMA") and the GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY ("GCRMA"), 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 §§ 26.01 *et seq.* (the "RMA Rules"); and

**WHEREAS**, the GCRMA is a regional mobility authority created pursuant to the request of Grayson County and operating pursuant to Chapter 370 of the RMA Act and sections 26.01 *et seq.* of 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 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 consultants for the provision of services related to transportation project development, financing operations, and maintenance; and

**WHEREAS**, the GCRMA is in need of project management and other services related to the proposed extension of the Dallas North Tollway into Grayson County (the "Grayson County Toll Road"), 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 GCRMA.

**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 GCRMA is hereby authorized to utilize the project management and related services of CTRMA consultant Everett Owen, P.E (the "Project Manager"). The GCRMA shall also have the opportunity to utilize the services of the CTRMA Director of Operations, Communications Director, and other CTRMA staff and consultants as appropriate and agreed to by the Parties.

2. **Hours.** Unless otherwise agreed to by the Parties, the number of hours worked by the Project Manager on behalf of the GCRMA under this Agreement shall not exceed eighty (80) hours per month. The number of hours, if any, to be worked by any other CTRMA employees or consultants under this Agreement shall be as agreed to by the Parties on an "as needed" and "as available" basis.

3. **Compensation.** Subject to paragraph 4 below, the CTRMA shall invoice the GCRMA on a monthly basis for services rendered by Project Manager or other CTRMA employees or consultants. The rate charged for the Project Manager's services under this Agreement shall be \$150 per hour or as otherwise agreed to in writing by the Parties, and in no event shall the aggregate amount paid by the GCRMA for the Project Manager's services exceed \$150,000 annually. The rate charged for services provided by any other CTRMA employees or 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 the GCRMA to the CTRMA, subject to paragraph 4 below.

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

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

All amounts invoiced to the GCRMA must be reimbursable by TxDOT pursuant to the Financial Assistance Agreement between the GCRMA and TxDOT, dated April 14, 2009, related to the Grayson County Toll Road (a copy of which is attached hereto as Appendix "B"). The GCRMA shall submit a payment request to TxDOT within fifteen (15) days of receipt of a conforming invoice from the CTRMA. Payment shall be due to the CTRMA from the GCRMA within thirty (30) days of the GCRMA's receipt of payment from TxDOT. The CTRMA acknowledges that, unless agreed otherwise by the Parties for specific work, the GCRMA shall have no liability for amounts invoiced by the CTRMA which are not to be reimbursable by TxDOT under the Financial Assistance Agreement.

**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 December 31, 2010. The term of the Agreement may be extended by written agreement of the Parties.
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.

**DRAFT**  
**8/21/2009**

**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

**GRAYSON COUNTY  
REGIONAL MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Jerdy Gary,  
Chairman

**APPENDIX "A"**  
**RATE SCHEDULE**

**Position**

**Hourly Rate**

**DRAFT**  
**8/21/2009**

**APPENDIX "B"**

**FINANCIAL ASSISTANCE AGREEMENT BETWEEN GCRMA AND TXDOT FOR  
THE GRAYSON COUNTY TOLL ROAD**