

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

**RESOLUTION NO. 20-088**

**APPROVING AN INTERLOCAL AGREEMENT TO PROVIDE  
TRANSPONDER TRANSACTION PROCESSING SERVICES TO THE  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

WHEREAS, by Resolution No. 11-137, dated on December 7, 2011, the Board approved an interlocal agreement with the Cameron County Regional Mobility Authority (“CCRMA”) under Chapter 791 of the Texas Government Code and Section 370.033 of the Transportation Code by which the Mobility Authority provided toll processing and collection services to CCRMA; and

WHEREAS, the current interlocal agreement with CCRMA expired on June 30, 2020; and

WHEREAS, CCRMA has requested that the Mobility Authority continue providing them transponder transaction processing services; and

WHEREAS, the Executive Director and CCRMA have negotiated a new interlocal agreement whereby the Mobility Authority would continue providing transponder transaction processing services to CCRMA with all costs associated with the services to be borne by CCRMA, including a proportionate share of the annual interoperability hub software and hardware maintenance costs; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement with CCRMA in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed interlocal agreement with CCRMA to continue providing transponder transaction processing services and authorizes the Executive Director to finalize and execute the interlocal agreement on behalf of the Mobility Authority in the form or substantially the same form as Exhibit A hereto.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 16<sup>th</sup> day of December 2020.

Submitted and reviewed by:

Approved:

  
Geoff Petrov (Dec 16, 2020 11:48 CST)

Geoffrey Petrov, General Counsel

  
Robert W Jenkins Jr (Dec 16, 2020 11:41 CST)

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

**Exhibit A**

## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is made and entered into effective as of the 1st day of July 2020, by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“CTRMA”) and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (“CCRMA”), 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 CCRMA is a regional mobility authority created pursuant to the request of Cameron County and operating pursuant to 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**, 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 CCRMA currently operates the SH 550 Toll Project in Cameron County, Texas; and

**WHEREAS**, the CCRMA is in need of transponder-based toll transaction processing services related to the SH 550 Toll Project and other future transportation projects that may need transponder-based toll transaction processing services; and

**WHEREAS**, the CTRMA is a party to the Central United States Interoperability Agreement (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**, CTRMA entered into an “Agreement for Transponder-Based Transaction Processing” with Kapsch TrafficCom USA, Inc. (“Kapsch”) dated April 27, 2005 to perform transponder-based transaction processing (the “Kapsch Agreement”) which was subsequently amended to allow for the provision of services to other regional mobility authorities; and

**WHEREAS**, CCRMA has requested that the transponder-based transaction processing performed for CTRMA under the Kapsch Agreement also be performed for CCRMA; and

**WHEREAS**, in addition to securing performance of transponder-based transaction processing for its benefit under the Kapsch Agreement the CCRMA desires that electronic toll

collection transactions related to use of CCRMA 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 Kapsch Agreement for the benefit of the CCRMA and to provide for processing of CCRMA'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 CCRMA's utilization of the resources and services provided under (i) the Kapsch Agreement; (ii) the Central United States Interoperability Agreement; and (iii) any amendments or successor agreements, in connection with the provision of transponder-based transaction processing for the SH 550 Toll Project and any other CCRMA transportation projects.

**2. Enforcement of Kapsch Agreement and Transponder-Based Transaction Processing.** The CTRMA has the right to seek performance under the Kapsch Agreement as it relates to transponder-based transaction processing services and enforce the terms of the agreement as it relates to CCRMA transactions. If at any time during the term of this Agreement CCRMA finds that Kapsch is not complying with the terms of the Kapsch Agreement as it relates to CCRMA transponder-based transaction processing, the CCRMA 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 CCRMA'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 CCRMA believes it has been damaged and is owed compensation or other relief by Kapsch, CTRMA shall cooperate with CCRMA to assert such claims on CCRMA's behalf. To the extent there are any third-party expenses associated with the pursuit of claims or remedial action for the benefit of CCRMA, CCRMA shall pay such expenses provided that such expenses and/or the retention of third parties in connection with such efforts is approved by CCRMA, in writing. It is CCRMA's obligation to monitor Kapsch's performance under the Kapsch Agreement as it relates to CCRMA transponder-based transaction processing, and CTRMA shall have no liability for lost revenue or other losses due to Kapsch's failure to perform.

**3. Transponder-based Transactions .** CTRMA shall submit transponder-based transactions on CCRMA facilities to the Central United States Interoperable Hub (or any subsequent hub established for transaction processing). The Scope of Services associated with transponder-based 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 CCRMA under this Agreement shall be made to the CCRMA via wiring instructions provided by the CCRMA to CTRMA Finance department.

**4. Associated Expenses.** CTRMA is periodically assessed certain maintenance, hardware, and software costs, third party audit costs, required testing costs and host server processing enhancements 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 CCRMA’s transactions, CCRMA shall reimburse CTRMA for the portion of CTRMA’s costs that are attributable to the proportional volume of CCRMA’s transactions. The calculation will be based on CCRMA transactions for the previous calendar year.

In the event CCRMA 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.

### 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 August 31, 2023. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing:

- a. if the Kapsch Agreement is terminated, this Agreement shall terminate on the same day that the Kapsch Agreement terminates. CTRMA shall give the CCRMA written notice of the termination within five (5) business days of the termination;
  - i. Notwithstanding Article III, Section 1(a), in the event that CTRMA enters into a substantially similar agreement with another vendor, CTRMA agrees in principle with entering into a new agreement to continue providing services to the CCRMA, if possible.
- 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 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

**CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Pete Sepulveda, Jr.  
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 CCRMA:

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 process all transactions subject to this Agreement and from specified in-lane toll collection systems in Cameron County, Texas, and such transactions shall be processed in accordance with the agreed to business rules, policies, and procedures.
3. The CTRMA shall collect and distribute to the CCRMA toll funds collected on behalf of the CCRMA within two weeks after the CTRMA has received funds due from the last of the other toll agencies remitting funds for CTRMA and/or CCRMA transactions for the preceding month.
4. The CTRMA shall provide timely assistance to the CCRMA in properly reconciling the payments from CTRMA to CCRMA.
5. The CTRMA shall make a good faith effort to include the CCRMA in the review of toll transaction processing agreements that affect the processing of CCRMA transactions or may result in a change to the toll transaction fee structure or performance measures.
6. Either directly or through access to consultant-provided systems and reports, the CTRMA shall make all reasonable efforts to provide to the CCRMA 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.
7. CTRMA shall make all reasonable efforts to provide to the CCRMA the same ownership of toll transaction related information that the CTRMA is afforded through their consultant agreements.
8. Per Article II.3 (Transponder-Based Transactions) and II.4 (Associated Expenses) of the Agreement, CCRMA will reimburse CTRMA for a proportional share of certain actual costs incurred as a party to the Interoperability Agreement.



## **ATTACHMENT “B”**

### **TRANSPONDER-BASED TRANSACTION FEE SCHEDULE**

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 or a minimum of \$0.08 as prescribed in the Central United States Interoperability Agreement. These fees will be deducted from the amounts due to CCRMA.