

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

RESOLUTION NO. 22-052

**APPROVING AN INTERLOCAL AGREEMENT WITH
THE TEXAS DEPARTMENT OF TRANSPORTATION FOR OFFICE SPACE BUILDOUT
AT THE TxTAG RIDGEPPOINT CUSTOMER SERVICE CENTER**

WHEREAS, since 2016, the Central Texas Regional Mobility Authority (“Mobility Authority”) and the Texas Department of Transportation (“TxDOT”) have co-located staff at the TxTag Burnet Road Customer Service Center (CSC) to provide walk-up services to their respective customers; and

WHEREAS, by Resolution No. 22-035, dated August 31, 2022, the Board of Directors approved a new interlocal agreement for continued co-location, including flexibility for the services to extend to the TxTAG Ridgepoint CSC; and

WHEREAS, to accommodate the Mobility Authority’s staff at the TxTag Ridgepoint CSC, TxDOT will be incurring costs for the buildout of approximately 74.76 square feet of walled office space that includes a payment window, two-way speakers, a commercial door with push bar panic device lock, desk areas and a security badge reader; and

WHEREAS, in order to reimburse TxDOT for costs incurred for the buildout at the TxTag Ridgepoint CSC, the Executive Director recommends that the Board approve an interlocal agreement with TxDOT in an amount not to exceed \$60, 633.98 and in the form or substantially same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the proposed interlocal agreement to reimburse TxDOT for costs incurred for the buildout required to accommodate Mobility Authority staff at the TxTag Ridgepoint CSC is hereby approved; and

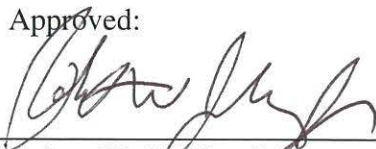
BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the interlocal agreement on behalf of the Mobility Authority in an amount not to exceed \$60, 633.98 and in the form or substantially same form as Exhibit A hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 14th day of December 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:


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

Exhibit A

ATTACHMENT A

Scope of Services

- I. The Local Government shall reimburse TxDOT for all labor, materials and supplies for the office space build out at the Toll Operations Center (TOC) located at 2420 Ridgepoint Drive, Austin Tx. 78754. The 74.76 Sqft walled office space build out will match existing office design and finish. The office space build out will include, but not limited to, the following:
 - Commercial door with push bar panic device locks
 - Tempered glass service windows with two-way speakers
 - Finish and paint
 - Desk areas
 - Additional lighting and electrical outlets
 - Security badge reader
- II. The Local Government shall not make any modifications to the shared office space or place any signage without prior written TxDOT approval. This includes prior, during and after the completion of the build out.
- III. Post-build out adjustments may be requested by TxDOT or the Local Government. Adjustments will be approved by TxDOT.
- IV. Local Government shall have the right to inspect the work and determine it has been performed as agreed prior to making any payment due under this Interlocal Agreement.

ATTACHMENT B

Budget

The Local Government shall reimburse the actual cost to TxDOT for the office space build out which shall not exceed \$60,633.98. TxDOT will invoice the Local Government on a monthly basis as TxDOT is billed for the build out.

The office space build out estimated cost detail is as follows:

Description	Cost
Standard Office Build Out	\$35,511.00
Two-Way Speaker	\$3,645.32
Security System Readers	\$1,372.00
Post-Build Out Adjustments	\$10,000.00
Total	\$50,528.32
20% Markup from TxDOT Contractor	\$10,105.66
Not to Exceed Budget	\$60, 633.98

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:	Central Texas Regional Mobility Authority Director of Operations 3300 North Interstate 35 Suite #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 Showing Project

Google Maps

2420 Ridgepoint Dr
TOD-TOC

