

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

RESOLUTION NO. 23-044

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

WHEREAS, by Resolution No. 20-088, dated December 16, 2020, 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 August 31, 2023; 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.

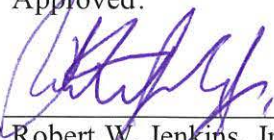
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of October 2023.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



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 October 1, 2023, 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, 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, CTRMA is a party to the Central United States Interoperability Agreement and the Southern States Interoperability Agreement (collectively, the “Interoperability Agreements”), through which toll transactions on various tolled facilities throughout the central and southeast United States are processed and credited to the operator of the facility on which the transaction occurred; and

WHEREAS, CTRMA has developed a proprietary Data Platform System (“DPS”) to submit transactions to the Central United States Interoperability Hub and the South-East Interoperability Hub (collectively, the “Interoperability Hubs”) for processing pursuant to the Interoperability Agreements; and

WHEREAS, 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, CCRMA currently operates the SH 550 Phase I, Segment 1, Direct Connectors and North Port Spur facilities (collectively, the “CCRMA Projects”) and

WHEREAS, CCRMA is in need of transponder-based toll transaction processing services related to the CCRMA Projects and potentially other future transportation projects; 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 Parties have agreed that it would be to their mutual benefit for CTRMA to facilitate the processing of CCRMA’s transactions with CTRMA’s connection to the Interoperability Hubs through its DPS and the Interoperability Agreements; and

WHEREAS, this Interlocal Agreement is made in accordance with TEX. GOV'T CODE § 791.025 to the extent applicable;

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, CTRMA and/or its consultants shall facilitate CCRMA's utilization of the resources and services provided through (i) CTRMA's DPS; (ii) the Interoperability Agreements; and (iii) any amendments or successor agreements, in connection with the provision of transponder-based transaction processing for the CCRMA Projects and any future CCRMA transportation projects.

2. Transponder-based Transactions and Associated Expenses. CTRMA shall submit transponder-based transactions received from CCRMA's Kapsch Project Host Server to the Interoperability Hubs (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".

3. Associated Expenses. CTRMA is periodically assessed certain costs for maintenance, hardware, software, third party audits, required testing, host server processing enhancements and other miscellaneous costs as a party to the Central United States Interoperability Agreement. Such costs are borne by all 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 Interoperability 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 and CTRMA transactions for the previous calendar year. In the event that changes occur to cost sharing under either of the Interoperability Agreements or CCRMA becomes a direct party to either of the Interoperability Agreements or the Interoperability Hubs, the Parties agree to amend this Agreement as necessary to accommodate the changes.

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 full force and effect until August 31, 2028, unless otherwise terminated as set forth below:

- a. if the Central United States Interoperability Agreement or the Southern States Interoperability Agreement is terminated, this Agreement shall terminate on the same day that the Central United States Interoperability Agreement or the Southern States Interoperability Agreement terminates. CTRMA shall give CCRMA written notice of the termination within five (5) business days of the termination;
- b. either party may terminate this Agreement upon ninety (90) days written notice to the other; or
- c. this Agreement may be terminated by mutual 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.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
James M. Bass
Executive Director

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

By:  _____
Pete Sepulveda, Jr.
Executive Director

ATTACHMENT "A"

SCOPE OF SERVICES-TRANSPONDER TRANSACTIONS

1. CCRMA shall submit transponder-based transactions to CTRMA's DPS through CCRMA's Kapsch Project Host Server.
2. CTRMA shall submit transponder-based transactions received from CCRMA to the Interoperability Hubs (or any subsequent hub established for transaction processing), in accordance with the approved interoperable business rules and interface control documents. CTRMA will ensure the transactions are submitted to the Interoperability Hubs but does not guarantee any performance related to acceptance by the Interoperability Hubs, collections or payment.
3. CTRMA shall collect and distribute to CCRMA toll funds collected on behalf of CCRMA within two weeks after 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. CTRMA will only forward funds to CCRMA that it receives related to CCRMA's transactions. CTRMA bears no responsibility for funds that have not been reconciled or paid. Payments due to CCRMA shall be made via wire transfer to Texas Regional Bank.
4. CTRMA shall provide timely assistance to CCRMA in properly reconciling the payments from CTRMA to CCRMA.
5. CTRMA shall make a good faith effort to include 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, CTRMA shall make all reasonable efforts to provide to CCRMA the same access to information and reports that 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 CCRMA the same ownership of toll transaction related information that CTRMA is afforded through their consultant agreements.
8. Per Article II.3 of the Agreement, CCRMA will reimburse CTRMA for a proportional share of certain actual costs incurred as a party to the Central United States Interoperability Agreement.

ATTACHMENT “B”

TRANSPONDER TRANSACTION FEES

Transactions submitted to the Central United States Interoperability Hub through CTRMA shall be processed at the cost prescribed in the Central United States Interoperability Agreement. The current transaction fees are \$0.05 + 3% of the toll for each transaction or a minimum of \$0.08. These fees will be deducted from the amounts due to CCRMA.

Transactions submitted to the Southern States Interoperability Hub through CTRMA shall be processed at the cost prescribed in the Southern States Interoperability Agreement. The current transaction fees are 3% of the toll for each transaction. These fees will be deducted from the amounts due to CCRMA.

CTRMA DATA PLATFORM TRANSACTION PROCESSING FEES

Transactions submitted to CTRMA’s Data Platform System (DPS) through CCRMA’s Kapsch Project Host Server shall be processed at a cost of \$0.0163 for each transaction. These fees will be deducted from the amounts due to CCRMA.