

**A RESOLUTION OF
THE FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
AUTHORIZING AN INTERLOCAL AGREEMENT REGARDING
STATEWIDE INTEROPERABILITY OF ELECTRONIC TOLL COLLECTIONS WITH THE TEXAS
DEPARTMENT OF TRANSPORTATION, HARRIS COUNTY, NORTH TEXAS TOLLWAY AUTHORITY,
AND THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

June 19, 2013

WHEREAS, the Fort Bend Grand Parkway Toll Road Authority (the "FBGPTRA") is a local government corporation operating pursuant to Texas Transportation Code, Chapter 284; and

WHEREAS, the FBGPTRA, Harris County, acting through the Harris County Toll Road Authority ("HCTRA"), the Texas Department of Transportation ("TxDOT"), acting through its Texas Turnpike Authority division, the North Texas Tollway Authority ("NTTA"), and the Central Texas Regional Mobility Authority ("CTRMA") each operates one or more turnpike projects in the state that employ transponder devices to collect tolls from customers; and

WHEREAS, in 2002, to ensure development of a collaborative and coordinated approach to interoperability of transponder based transactions among all the toll providers throughout the state, the Board of Directors of the Transportation and Expressway Authority Membership of Texas ("TeamTx"), a Texas non-profit corporation organized to promote and assist in the development, ownership, operation, financing, and planning of toll projects in the state, created an Interoperability Task Force; and

WHEREAS, a Memorandum of Understanding (Interoperability) dated November 23, 2004, was executed among the NTTA, TxDOT, and Harris County to guide the development of a statewide interoperability solution; and

WHEREAS, in 2005, TeamTx established an Interoperability Committee (the "Committee"), composed of members representing the NTTA, TxDOT, Harris County, and CTRMA; and

WHEREAS, the Committee is charged with formulating and serving as custodian of interoperability business rules, information control documents, and standards agreed upon by the members of the Committee; and

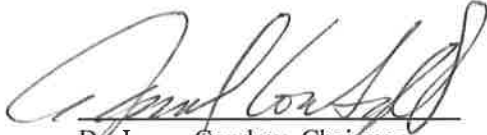
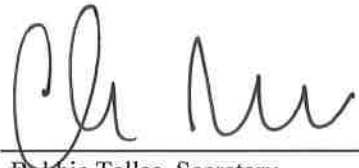
WHEREAS, TxDOT, Harris County, NTTA, and CTRMA executed an Interlocal Agreement ("Contract") on December 13, 2007 concerning Interoperability of Toll Collection Systems; and

WHEREAS, the Contract sets forth the various terms and Interoperability Business Requirements necessary to insure continuing interoperability of party's respective toll systems that are interoperable with each other; and

WHEREAS, the FBGPTRA desires to enter into the Contract with TxDOT, Harris County, NTTA, and CTRMA to insure continuing interoperability of each party's respective toll systems through the execution of Amendment No. 1 to the Contract.

NOW THEREFORE, BE IT RESOLVED, that the FBGPTRA Board of Directors approves Amendment No. 1 to the Contract to add FBGPTRA as an additional party to the Interoperability of Toll Collection System Agreement

ATTEST:


Dr. James Condrey, Chairman
Bobbie Tallas, Secretary
Charles Rencher

**Interlocal Amendment
Contract Services Transmittal Form**

| | |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| From: Toll Operations Division | Contact Person: Anna Saldaña Phone No.: 512 874-9710 |
| Subject: Addition of Fort Bend Grand Parkway Toll Road Authority to Statewide Interoperability Inter-local Agreement | |
| Other Agency/Entity: Fort Bend Grand Parkway Toll Road Authority | Contract Maximum Amount Payable |
| Are any federal funds used in this contract? No | |
| Will the non-TxDOT party undertake any out-of-state travel? Yes _____ No <u>X</u> | |
| Was the standard amendment format modified? Yes _____ No <u>X</u> | |
| If modified, date of Contract Services approval: _____ | |
| Modifications made are as follows: | |

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT TO INTERLOCAL CONTRACT

Amendment Number 01

THIS INTERLOCAL AMENDMENT is made by and between the State of Texas acting by and through the Texas Department of Transportation, (TxDOT), Harris County, North Texas Tollway Authority (NTTA), Central Texas Regional Mobility Authority (CTRMA), and shall become effective when fully executed by all parties.

BACKGROUND

The TxDOT and the Local Governments executed a contract on December 13, 2007 concerning Interoperability of Toll Collection Systems.

It is mutually understood and agreed by and between the undersigned contracting parties to the above numbered Interlocal Contract to amend the contract as follows:

AGREEMENT

1. Add Fort Bend Grand Parkway Toll Road Authority (GPTRA) as an additional contracting party to the Interoperability of Toll Collection System Agreement, subject to all terms and conditions of the Agreement and of the associated Interoperability Business Rules and Interface Control Documents (ICDs) adopted by the State Wide Interoperability Committee.
2. Attachment A, Agreements, is deleted in its entirety and is replaced with Attachment A-1, Agreements, attached to this Amendment.
3. The Board of Directors of the Fort Bend Grand Parkway Toll Road Authority, by resolution or ordinance, dated _____, has authorized the GPTRA to enter into this Agreement and perform its obligations hereunder (Exhibit D).
4. Exhibit A, Harris County ordinance is deleted in its entirety and is replaced with Exhibit A-1, Harris County ordinance, dated _____, attached to this Amendment.
5. Exhibit C, Central Texas Regional Mobility Authority, CTRMA ordinance is deleted in its entirety and is replaced with Exhibit C-1, CTRMA ordinance, dated _____, attached to this Amendment.

All other terms and conditions of the above numbered Interlocal Contract not hereby amended remain in full force and effect.

FOR HARRIS COUNTY

By _____ Date _____
AUTHORIZED SIGNATURE

Name _____
TYPED OR PRINTED NAME

Title _____
TYPED OR PRINTED TITLE

APPROVED AS TO FORM:

BY: _____

FOR THE NORTH TEXAS TOLLWAY AUTHORITY

By _____ Date _____
AUTHORIZED SIGNATURE

Name _____
TYPED OR PRINTED NAME

Title _____
TYPED OR PRINTED TITLE

APPROVED AS TO FORM:

BY: _____

FOR THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
AUTHORIZED SIGNATURE


Name _____
TYPED OR PRINTED NAME

Title _____
TYPED OR PRINTED TITLE

APPROVED AS TO FORM:

BY: _____

FOR THE FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

By  Date 6/19/13
AUTHORIZED SIGNATURE
Name James D. Condrey, DDS
TYPED OR PRINTED NAME
Title Chairman
TYPED OR PRINTED TITLE

APPROVED AS TO FORM:

BY:



THE STATE OF TEXAS

By _____ Date _____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

**ATTACHMENT A-1
AGREEMENTS****RECITALS**

Harris County, TxDOT, the NTTA, CTRMA and the GPTRA are governmental entities authorized to design, construct and operate turnpikes and other toll facilities in the State of Texas. The use of electronic toll collection on such facilities is essential to their efficient operation and to maximizing their mobility benefits. Harris County, TxDOT, the NTTA, the CTRMA, and the GPTRA are committed to ensuring that the transponder technologies utilized to effectuate electronic toll collection on their respective facilities are interoperable so as to further enhance the current and potential benefits of those technologies for the citizens of the State of Texas. The foundation of an interoperability network includes a data-transfer and communications architecture (the "Architecture") that provides a high level of efficiency in light of the anticipated expansion of interoperable transportation payment services to toll and non-toll authorities within the State of Texas. The Parties desire to utilize an Architecture that processes and distributes shared interoperable information between service provider authorities. For and in consideration of these premises, Harris County, TxDOT, the NTTA, the CTRMA, and the GPTRA agree as follows:

AGREEMENT

1. **Installation, Integration and Operation.** The Parties agree to install and integrate a system including a set of interoperable interfaces as part of their respective toll collection systems. The Parties further agree to operate the interoperable components of their toll collections systems in accordance with the Interoperability Business Requirements and the Interface Control Documents ("ICDs") agreed upon by the parties in connection with the adoption of this Agreement, as they may be amended periodically in accordance with this Agreement.
2. **Interoperability Business Requirements and ICDs.** The Interoperability Business Requirements contain specific parameters that are derived from current business policies. Each party agrees to review such policies periodically and for possible modifications as their business needs change. Proposed changes to the Interoperability Business Requirements or ICDs shall be submitted to the Statewide Interoperability Committee for consideration. Any changes to the Interoperability Business Requirements or ICDs must be promulgated and approved by the Statewide Interoperability Committee and will be effective one hundred eighty (180) days following the promulgation of the final approved version thereof by the Statewide Interoperability Committee; provided, however, that any two or more of the Parties may by mutual agreement agree to implement such changes as between themselves at an earlier date.
3. **Physical network.** The Parties agree to establish network connectivity with sufficient capacity to satisfy the requirements of the Interoperability Business Requirements. This network infrastructure may be modified,

however, any network infrastructure modification affecting more than one party shall be made only if agreed to by all affected parties.

4. **Termination.** Any party's participation in this Agreement may be cancelled by any party at any time with or without cause one hundred and twenty (120) days after that Party provides written notice of its intent to terminate to all other Parties. Such termination shall not release either the terminating or remaining Parties from any liability for events occurring or obligations arising prior to the date of the termination.

5. **Notices to TxDOT.** All written notices, demands, and other papers or documents to be delivered to TxDOT under this Agreement shall be delivered to:

**Texas Department of Transportation
Toll Operations Division
Dewitt C. Greer Building
125 East 11th Street Austin, Texas 78701-2483
Attention: Turnpike Information Technology Director**

6. **Notices to NTTA.** All written notices, demands, and other papers or documents to be delivered to NTTA under this Agreement shall be delivered as follows, or at such other place or places as the NTTA may designate by written notice delivered to the CTRMA, Harris County, the GPTRA, and TxDOT:

if by courier, hand delivery, or overnight service, to:

**North Texas Tollway Authority
5900 West Plano Parkway, Suite 100
Plano, TX 75093
Attention: Deputy Executive Director**

If by any other service, to:

**North Texas Tollway Authority
P.O. Box 2600729
Plano, TX 75026
Attention: Deputy Executive Director**

7. **Notices to Harris County.** All written notices, demands, and other papers or documents to be delivered to Harris County under this Agreement shall be delivered to:

**The Harris County Commissioners Court
1001 Preston, 9th Floor
Houston, TX 77002
Attention: Clerk of Commissioners Court**

or at such other place or places as it may from time to time designate by written notice delivered to the CTRMA, the NTTA, the GPTRA, and TxDOT. For purposes of notice under the Agreement, a copy of any notice or communication to Harris County hereunder shall also be forwarded to the following address:

**The Harris County Toll Road Authority
330 Meadowfern, Suite 200
Houston, TX 77067
Attention: Executive Director**

8. **Notices to CTRMA.** All written notices, demands, and other papers or documents to be delivered to CTRMA under this Agreement shall be delivered to:

**Central Texas Regional Mobility Authority
301 Congress Ave., Suite 650
Austin, TX 78701
Attention: Director of Operations**

or at such other place or places as it may from time to time designate by written notice delivered to the Harris County, NTTA, GPTRA, and TxDOT.

9. **Notices to GPTRA.** All written notices, demands, and other papers or documents to be delivered to GPTRA under this Agreement shall be delivered to:

**Fort Bend Grand Parkway Toll Road Authority
P.O. Box 2789
SugarLand, TX 77489
Attention: Director of Operations**

or at such other place or places as it may from time to time designate by written notice delivered to the Harris County, NTTA, CTRMA and TxDOT.

10. **Relationship of the Parties.** Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Parties or by any third party as creating, (1) the relationship of principal and agent, partnership or joint venture between the Parties or (2) a joint enterprise between the Parties and/or any other party. Without limiting the foregoing, the purposes for which the Parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the Parties hereto.

11. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective Parties and their legal successors. Other than as provided in the preceding sentence, neither Harris County, TxDOT, the CTRMA, the NTTA, nor the GPTRA shall assign, sublet or transfer its respective interests in this Agreement without the prior written consent of the other Parties to this Agreement, unless otherwise provided by law.

12. **Severability.** If any provision of this Agreement, or the application thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected

thereby, but shall be enforced to the greatest extent permitted by applicable law.

- 13. Written Amendments.** Any change in the agreements, terms and/or responsibilities of the Parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by all the Parties. Provided, however, that nothing in this paragraph shall impair or limit the effectiveness of any changes to the Interoperability Business Requirements or ICDs promulgated by the Statewide Interoperability Committee in accordance with Paragraph 2 above.
- 14. Limitations.** All covenants and obligations of Harris County, TxDOT, the CTRMA, the NTTA, and the GPTRA under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of Harris County, TxDOT, the CTRMA, NTTA, or the GPTRA shall have any personal obligations or liability hereunder.
- 15. Sole Benefit.** This Agreement is entered into for the sole benefit of Harris County, TxDOT, the CTRMA, the NTTA, the GPTRA, and their respective legal successors, and nothing in this Agreement or in any approval subsequently provided by a party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.
- 16. Authorization.** Each party to this Agreement represents to the others that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Agreement. Each signatory on behalf of Harris County, TxDOT, the CTRMA, the NTTA, and the GPTRA, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.
- 17. Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas.
- 18. Interpretation.** No provision of this Agreement shall be construed against or interpreted to be to the disadvantage of any party hereto by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.
- 19. Waiver.** No delay or omission by a party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any of the Parties hereto of any of the covenants, conditions or agreements to be performed by the others or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement

herein contained.

- 20. Waiver.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.
- 21. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the Parties.
- 22. Headings.** The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.
- 23. Conflicts Between Agreements.** If the terms of this Agreement conflict with the terms of any other agreement between all of these Parties, the most recent agreement shall prevail.
- 24. Gratuities.** Any person who is doing business with or who reasonably speaking may do business with TxDOT under this agreement may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of TxDOT.
- 25. Conflict of Interest.** TxDOT, Harris County, the CTRMA, the NTTA, and the GPTRA shall not assign an employee to a project if the employee:
- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state, Harris County, the CTRMA, the NTTA, or the GPTRA relating to the project;
 - B. has a direct or indirect financial interest in the outcome of the project
 - C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT, Harris County, the CTRMA, the NTTA, or the GPTRA; or
 - D. is a current part-time or full-time employee of any other Party.
- 26. Continuing Cooperation.** In their (a) development and implementation of technologies for their facilities, (b) promulgation of rules or standards, and (c) contracting with other toll authorities or with vendors, the Parties agree to support and advance the interoperability (as defined in the Interoperability MOU) of their electronic toll collection systems and shall work collaboratively in determining the modifications that are necessary to support and advance interoperability (as so defined).

- 27. No Election of Remedies.** In the event of a default by one Party hereunder, each other Party shall have the right to pursue any and all remedies available to that other Party under applicable law.
- 28. State Auditor's Provision.** The State Auditor may conduct an audit of investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement 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.