

EXHIBIT

"A"

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ROUND ROCK, TEXAS AND CAPITAL AREA RURAL TRANSPORTATION SYSTEM

This Interlocal Agreement (the "Agreement") is made and entered into by and between the CITY OF ROUND ROCK, TEXAS (the "City"), a home rule municipal corporation of the State of Texas, and CAPITAL AREA RURAL TRANSPORTATION SYSTEM ("CARTS"), a political subdivision of the State of Texas. The City and CARTS are herein referred to as the "Parties."

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows local governments and political subdivisions of the state to contract with one another to perform governmental functions and services as set forth in 791.003(A); and

WHEREAS, CARTS is a rural/urban transit district organized under Chapter 458 of the Texas Transportation Code; and

WHEREAS, CARTS desires to utilize an existing and unoccupied ticket office located in the City's Downtown Transit Terminal at 300 West Bagdad Avenue, Round Rock, Texas 78664, for operation of its programs; and

WHEREAS, the City desires for CARTS to maintain an operational facility within the City; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

This Agreement is entered into between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provision is incorporated into this Agreement and this Agreement shall be interpreted in accordance with same.

2. PURPOSE

The purpose of this Agreement is for the City to provide a ticketing office at the City's Downtown Transit Terminal for CARTS to utilize and maintain as set forth herein. CARTS operation and maintenance at the City's Downtown Transit Terminal will: 1) optimize the City's connection to the Greyhound Interstate passenger/package network; 2) provide for easier connections to the City's transit services for the CARTS patrons who need to access services within the City; and 3) provide the City's residents an avenue to connect with Capital Metro, Austin and all points served by CARTS Interurban network.

3. TERM

The term of this Agreement shall be for five (5) years from the date of execution of this Agreement.

4. SERVICES

The City agrees to allow CARTS to occupy and maintain the existing and currently unoccupied ticketing office located within the City's Downtown Transit Terminal for the term of this Agreement for the fee set forth in Section 5 below.

CARTS agrees that staff present at the ticketing office shall represent the City's transit program through ticket sales and the provision of pertinent information, in addition to providing CARTS services.

CARTS agrees maintain the facility consistent with City's standards and immediately remedy any damage caused by CARTS staff.

5. TERMS

The Parties expressly agree that CARTS shall be allowed to use and maintain the ticketing office located in the City's Downtown Transit Terminal. In consideration for use of the office, CARTS shall be responsible for payment of all utilities for the Downtown Transit Terminal. Utility payments shall be made in a timely manner to the appropriate service providers.

6. INDEMNIFICATION

CARTS shall indemnify, defend and hold harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of CARTS, its officers, employees or agents in performing services pursuant to this Agreement.

7. NOTICE

Any notice given hereunder shall be in writing, and may be effected by personal delivery or by registered or certified mail, return receipt requested, at the address of the respective parties indicated below:

CARTS: David L. Marsh
General Manager - CARTS
P.O. Box 6050
Austin, Texas 78762

City: City Manager
City of Round Rock
221 East Main Street
Round Rock, TX 78664

and

City Attorney Stephan L. Sheets
309 East Main Street
Round Rock, TX 78664

The foregoing addresses for notice may be changed by either City or CARTS by delivering written notice of such change to the other parties, in accordance with the requirements of this Section 6: Notice.

8. GENERAL PROVISIONS

A. Interlocal Cooperation. CARTS and City agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party hereto acknowledges and represents that this Agreement has been duly authorized by their respective governing body.

B. Entire Agreement: Amendments. This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by the parties hereto.

C. Interpretation. The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted pursuant to the Interlocal Cooperation Act. All terms and provisions hereof are to be construed and interpreted consistently with such Act.

D. Invalid Provisions. Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

E. Applicable Laws. This Agreement shall be construed in accordance with the laws and Constitution of the United States and the State of Texas. All obligations hereunder are performable in Williamson County, Texas, and venue for any action arising hereunder shall be in Williamson County, Texas.

F. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice; provided, however, that CARTS shall be responsible for payment due to City for occupancy prior to the termination of this Agreement.

[Signatures on the following page.]

CAPITAL AREA RURAL TRANSPORTATION SYSTEM

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney