

# EXHIBIT

## "A"

### INTERLOCAL AGREEMENT FOR TRANSFER OF TRANSIT VEHICLES BY AND BETWEEN CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY AND THE CITY OF ROUND ROCK

This Interlocal Agreement ("**Agreement**") is entered by and between Capital Metropolitan Transportation Authority, a rapid transit authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code ("**Capital Metro**"), and the City of Round Rock, a home rule city and municipal corporation, organized under Chapter 9 of the Local Government Code acting through the City of Round Rock Fire Department ("**City**"), each individually referred to as "Party" and collectively referred to as "Parties," pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the City of Round Rock Fire Department ("**RRFD**") has identified a need for transit vehicles capable of transporting individuals, including for use in connection with its 2018 "Big Rig and Mass Transit International Academy", a heavy-duty vehicle rescue training exercise scheduled for November 15-18, 2018 at the City's Public Safety Training Academy (the "**Training**");

WHEREAS, Capital Metro is willing to transfer to the City three (3) non-running, retired transit vehicles that Capital Metro has deemed to be surplus in exchange for the participation of seven (7) Capital Metro participants in the Training, free of charge;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, Capital Metro and the City agree as follows:

#### SECTION 1. OBLIGATIONS OF CAPITAL METRO

- 1.1 Capital Metro will transfer to the City title to the following transit vehicles deemed surplus by Capital Metro (the "**Vehicles**"):

Year	Make – Model/	Vehicle Type	VIN	Value
2011	Champion - Challenger	Bus	1GB3G3BL9B1152491	\$1,771.50
1998	New Flyer – D35LF	Bus	5FYD2SL04WU018232	\$1,500.00
2001	Gillig - G22D102N4	Bus	15GGD221211071953	\$1,300.00
Total Value				\$4,571.50

- 1.2. Capital Metro will transfer the Vehicles "as-is, where is" with no warranties, express or implied.
- 1.3 Capital Metro will make the preparations for transport of the Vehicles, including removal of bus batteries, draining the diesel fuel, engine oil, transmission fluid,

hydraulic fluid, wheelchair ramp fluid, windshield washer fluid, and removal of the branding decals. The Vehicles will be made available for pick up at 9315 McNeil Road by August 15, 2018.

## **SECTION 2. OBLIGATIONS OF THE CITY**

2.1 The City will allow the participation of seven (7) individuals designated by Capital Metro in the Training and will waive the associated registration fees set forth below: Training, free of charge:

Description	Quantity	Seat Cost	Value
2018 BRMT Registration	7	\$640.00	\$4,480.00
Total Value			\$4,480.00

2.2 The City will tow the Vehicles away from 9315 McNeil Road, at the City's sole expense.

2.3 THE CITY ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE VEHICLES "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND ACKNOWLEDGES THAT CAPITAL METRO HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE VEHICLE OR ITS FITNESS FOR A PARTICULAR PURPOSE.

## **SECTION 3. TERM**

The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("**Effective Date**") and shall continue through November 18, 2018, unless terminated as provided in this Agreement.

## **SECTION 4. LIABILITY**

TO THE EXTENT ALLOWED BY TEXAS LAW, THE CITY AND CAPITAL METRO AGREE THAT EACH IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR ITS NEGLIGENCE ACTS OR OMISSIONS FOR CLAIMS, SUITS, CAUSES OF ACTION, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY AND DEATH, ARISING OUT OF OR CONNECTED TO THIS AGREEMENT.

## **SECTION 5. TERMINATION AND REMEDIES**

In the event of a material breach by a Party, the non-breaching Party may terminate this Agreement by providing ten (10) day advanced notice to the breaching Party. Termination under this Section is in addition to all legal and equitable remedies allowed by law to enforce the terms of this Agreement.

## **SECTION 6. MISCELLANEOUS PROVISIONS**

6.1 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and may be effected by personal delivery in writing, by registered or certified mail return receipt requested, or receipt of electronic mail addressed to the respective Party at the address set forth as follows:

6.1.1 The City:

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

With copies to:

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

Wayne Pietzsch  
City of Round Rock Fire Department  
203 Commerce Blvd.  
Round Rock, Texas 78664  
Phone: (512) 450-3442  
[Wayne.Pietzsch@roundrocktexas.gov](mailto:Wayne.Pietzsch@roundrocktexas.gov)

Assistant Chief Shane Glaiser  
Round Rock City Manager  
City of Round Rock  
Phone: 512-677-1106  
[Sglaiser@roundrocktexas.gov](mailto:Sglaiser@roundrocktexas.gov)

6.1.2 Capital Metro:

Capital Metropolitan Transportation Authority  
Attn: Darryl Jamail, Director of Security  
2910 E. 5th St.  
Austin, TX 78702  
[Darryl.Jamail@capmetro.org](mailto:Darryl.Jamail@capmetro.org)  
Phone: (512) 369-7717

Capital Metropolitan Transportation Authority  
Attn: Andrew Murphy, Operations  
2910 E. 5th St.  
Austin, TX 78702  
[Andrew.Murphy@capmetro.org](mailto:Andrew.Murphy@capmetro.org)  
Phone: (512) 389-7566

With copies to:

Capital Metropolitan Transportation Authority  
Attn: Kerri L. Butcher, Chief Counsel  
2910 E. 5th St.  
Austin, TX 78702  
[Kerri.Butcher@capmetro.org](mailto:Kerri.Butcher@capmetro.org)  
Phone: (512) 369-6287

- 6.2 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.
- 6.3 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 6.4 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Travis County, Texas.
- 6.5 Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.
- 6.6 Recitals. The recitals to this Agreement are incorporated herein.
- 6.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.
- 6.8 No Assignment. The Parties may not assign or transfer their rights under this Agreement.
- 6.9 Compliance with Law. Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.
- 6.10 No Waiver of Rights. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

#### 6.11 Certifications.

- 6.11.1 The Parties certify that: (a) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected governmental entity; (b) the proposed arrangements serve the interest of efficient and economical administration of the governmental function; (c) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under an Agreement given to the lowest responsible bidder nor is this Agreement prohibited by Texas Government Code, Section 791; and (d) this Agreement neither requires nor permits either party to exceed its duties and responsibilities or the limitations of its authority.
- 6.11.2 The signers of this Agreement certify that they possess the right, power, legal capacity and full legal authority to execute this Agreement on behalf of their respective Parties and to bind their respective Parties to the terms and conditions set forth herein.

[Signatures on the following page.]

In witness whereof, the Parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Randy Clarke  
President/CEO

Date: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
CMTA Legal

**CITY OF ROUND ROCK**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
City of Round Rock Legal