

STATE OF TEXAS

COUNTY OF BRAZOS

FISCAL AND PERSONNEL MANAGEMENT AGREEMENT

This agreement entered into by and between Brazos County, a political subdivision of the State of Texas, hereinafter referred to as the “County” and the Brazos County Regional Mobility Authority, hereinafter referred to as the “RMA”, the designated Regional Mobility Authority for Brazos County as authorized by Chapter 370 of the Transportation Code.

WITNESSETH

WHEREAS, on May 30, 2019 the Texas Transportation Commission adopted Minute Order No. 115491 which authorized the creation of the Brazos County Regional Mobility Authority to directly benefit the State of Texas, Brazos County, and the traveling public through the improvement of the State’s transportation system in and around Brazos County; and

WHEREAS, the RMA requests that Brazos County provide fiscal and personnel management assistance including payroll, benefits, accounts payable, financial tracking and the annual financials; and

WHEREAS, the County has determined it is in the public interest to assist the RMA in securing and managing funds for transportation planning purposes in the local area;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1

PURPOSE

- 1.01 The purpose of this Agreement is to provide fiscal and personnel management assistance to the RMA.

ARTICLE II

TERM

- 2.01 The term of this Agreement begins on 10/01/2022 and ends 09/30/2023 or sooner by mutual agreement by both parties. This is not to be construed as the term of employment for employees providing the services to the RMA. See Section 4.07 and 4.08 of this contract.

ARTICLE III

DESCRIPTION OF SERVICES

3.01 The County agrees to provide fiscal and personnel management assistance to the RMA by acting as the financial disbursing agent for RMA funds.

ARTICLE IV

FISCAL MANAGEMENT AND DISBURSEMENT

4.01 The County shall maintain one or more separate trust accounts under the supervision of the County Auditor to carry out the requirements of this Agreement and is responsible only in the capacity of a trust officer for the funds involved. The County will be responsible for paying all invoices that comply with existing State statutes, County fiscal policy, and the RMA's state approved and adopted procurement procedures on behalf of the RMA. Such invoices must have been properly approved and documented, and the County should have resources on hand to make full payment. The RMA hereby agrees to seek reimbursement from all available sources on a periodic basis, no longer than every thirty (30) days.

4.02 All warrants issued to the county or the RMA by the State of Texas, or federal agencies, for work performed by any agency or consultant under contract to the RMA shall be properly endorsed and deposited in the trust account.

4.03 The RMA shall make contracts and commitments in its own name. The RMA shall forward invoices and payment obligations to the County Auditor's Office for processing and payment. The budget for all activities on behalf of the RMA program will be set by the RMA.

4.04 The disbursement of funds to agencies or consultants under contract to the RMA will be made by the County in the amounts as specified by the RMA, so long as the RMA budget has sufficient funds to accommodate all payment requests.

However, the RMA is fully responsible for all such contracts and releases the County from any liability which may arise as a result of the County performing any non-negligent task pursuant to this Agreement.

The County is under no obligation to process payment requests unless sufficient funds for such purposes are present in the RMA budget.

4.05 The RMA is solely responsible for the accuracy of the records of funds expended by itself and those agencies or consultants who contract with the RMA.

4.06 The RMA assumes responsibilities for the legal and proper expenditures of all locally derived planning monies under the guidance of the RMA Board and Texas Department of Transportation. The RMA adopts its own line item budget which is not subject to approval by the County Court of Commissioners but shall be grouped into expense group/categories similar

to the County's. Any expenditure over those established amounts and beyond the RMA Director's delegated authority shall be submitted to the Board of Directors for a budget amendment. All monies shall be budgeted and expended according to the guidelines set forth by the RMA Board.

4.07 The County will ensure that sufficient staff will be available as needed to support those services required by the RMA.

4.08 A. All employees working on RMA matters under the supervision of the RMA Director will be required to follow all personnel policies that have been established by the County. RMA employees that qualify will be afforded all fringe benefits that have been established for County employees, to include retirement, medical and life insurance, vacation, sick leave, holidays, deferred compensation and any other benefits normally extended to County employees.

4.09 The RMA Board of Directors shall select an Executive Director who will have full-time responsibility for administering the work program of the RMA. The Director will also be responsible for hiring and supervising the RMA's staff. The Director is required to follow all personnel policies established by the County for hiring and/or firing employees. Any action taken with regards to hiring and/or firing does not require the County's Commissioners Court approval.

4.10 The Director will take direction on RMA policy and technical matters from the RMA Board of Directors and direction on fiscal administrative matters from Brazos County.

4.11 The RMA shall pay all costs associated with the employees as described in paragraph 4.08. The County Auditor is hereby authorized to make payment for RMA personnel costs, to be reimbursed from RMA funds, as described in paragraph 4.01.

4.12 The RMA agrees to indemnify the County for any amounts to which the County may become liable because of the action or omission of any employee under immediate supervision of the RMA Director.

ARTICLE V

TERMINATION

5.01 This Agreement may be terminated in whole or in part by either party hereto whenever such termination is found to be the best interest of either party. Termination shall be effected by the conveyance of a written notification thereof to the other party at least thirty (30) days in advance of the effective date of the termination.

All notices pursuant to this Agreement shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to County: County Judge
Brazos County Administration Building
200 S. Texas Ave., Suite 332
Bryan, Texas 77803

With a copy to:

County Auditor
200 S. Texas Ave., Ste. 218
Bryan, Texas 77803

If to RMA: Brazos County Regional Mobility Authority
309 North Washington Avenue, Ste. 14
Bryan, Texas 77803-5369

ARTICLE VI

NON-DISCRIMINATION

6.01 It is mutually agreed that all parties hereto shall be bound by the provisions of Title 49, Code of Federal Regulations, Part 27 and Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, Title 23, Code of Federal regulations, Part 710.405(b), and Executive Order 11246 titled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60).

ARTICLE VII

GOVERNING LAW

7.01 The laws of the State of Texas shall govern this Agreement and all obligations hereunder of the parties are performable in Brazos County, Texas.

ARTICLE VIII

NON-ASSIGNMENT

8.01 This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives successors and assigns. Neither the County nor the RMA shall assign or sublet any duty of this Agreement, excepting those already indemnified herein, without the written consent of the other.

ARTICLE IX

SEVERABILITY

9.01 Should any provisions of this contract for any reason be held to be invalid, illegal, or unenforceable in any other respect such invalidity, illegality unenforceability shall not affect any other provision hereof.

ARTICLE X

ENTIRETY OF AGREEMENT

10.01 This is the entire Agreement between the parties and no modification of this Agreement shall be of any force or effect, unless it is in writing and signed by both parties. No official employee, agent or Representative of the County of Brazos has any authority, either expressed or implied, to amend this Agreement except pursuant to such express authority as may be granted by the County of Brazos.

Approved to be effective on the date of the last party to sign.

BRAZOS COUNTY, TEXAS

BRAZOS COUNTY REGIONAL
MOBILITY AUTHORITY

Duane Peters, County Judge

RMA Chairperson

Date: _____

Date: _____