

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

RESOLUTION NO. 12-006

**APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS
DEPARTMENT OF TRANSPORTATION TO PROVIDE
COURTESY PATROLS ON THE 183A TURNPIKE DURING 2012.**

WHEREAS, pursuant to an interlocal agreement by and between the Central Texas Regional Mobility Authority and the Texas Department of Transportation ("TxDOT") authorized by Resolution No. 11-006, adopted by the Board on January 26, 2011 ("Contract No. 86-1XXF7007"), TxDOT provides courtesy patrol services for the 183A Turnpike; and

WHEREAS, Contract No. 86-1XXF7007 expired on December 31, 2011; and

WHEREAS, the Executive Director recommends continuing to provide courtesy patrol services through TxDOT for the 183A Turnpike under the terms and conditions shown on the proposed interlocal agreement provided by TxDOT and attached to this resolution as Attachment A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes and approves the proposed interlocal agreement between CTRMA and TxDOT for courtesy patrol services for the 183A Turnpike, in the form or substantially the same form attached to this resolution as Attachment A; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute on behalf of CTRMA the proposed interlocal agreement in the form or substantially in the form attached as Attachment "A" to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 12-006
Date Passed: 1/25/12

ATTACHMENT “A” TO RESOLUTION 12-006

INTERLOCAL AGREEMENT WITH TxDOT

[on the following 7 pages]

Interlocal Agreement

Contract Services Transmittal Form

From: Toll Operations Division - 87 (District/Division/Office)	Contact Person: Sandi Frausto Phone No.: 512-463-6146
Subject: Courtesy Patrol Operations	
Other Entity Central Texas Regional Mobility Authority	Contract Maximum Amount Payable \$85,996.08
Are any federal funds used in this contract? No	
Is the other party to this contract a county? Yes _____ No <u> X </u> Does this contract involve the construction, improvement, or repair of a building or road? Yes _____ No <u> X </u> If the answer to both questions is yes, a resolution from the commissioners court must be included as Attachment D.	
Was the standard interlocal or amendment format modified? Yes _____ No <u> X </u> If modified, date of Contract Services approval: _____ Modifications made are as follows:	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation
Central Texas Regional Mobility Authority

TxDOT
Local Government (CTRMA)

II. PURPOSE: Provide Courtesy Patrol Operations

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$ 85,996.08 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on December 31, 2012 or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
Mike Heiligenstein

Title Executive Director

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Janice Mullenix
Director of Contract Services

ATTACHMENT A

Scope of Services

TxDOT shall support the Local Government on a 24-hour a day, 7 days a week operation for courtesy patrol for the 183A facility as depicted on the map in Attachment E. The primary services to be provided by TxDOT, directly or through the use of subcontractors, under the terms of TxDOT's procurements, will include the following:

1. Plaza Administration. TxDOT will:

- 1.1. Develop, deploy, maintain and operate traffic management services including but not limited to courtesy patrol;
- 1.2. Coordinate interactions with external entities, including, but not limited to, law enforcement agencies, towing services, and local traffic and emergency management centers;
- 1.3. At a minimum, report on staffing, work activities, incidents, complaints, traffic, revenue, and systems; and
- 1.4. Maintain and deploy disaster recovery plan.

Emergency Issues

Except on an emergency basis, the Local Government must inform TxDOT of any issues that they are having with the operation of the Local Government's toll facilities and TxDOT's subcontractor. Emergency issues must be followed up with informing TxDOT of the emergency as soon as possible.

Standard Operating Procedures

Services will be performed in accordance with standard operating procedures (SOPs) as established by TxDOT. Modification to the SOPs for application to the Local Government will be by mutual agreement between TxDOT and the Local Government.

ATTACHMENT B

Budget

Task	Totals
1). Facility Administration	\$ 85,996.08
Totals	\$ 85,996.08

Pricing Detail / Unit of Measure			
Description	Fixed Price/Variable/Cost Plus (invoice method)	Unit(s)	Unit Price
		2012	2012
Labor			
Manager	Fixed	Monthly	\$682.32
		12	
Direct Cost ⁽¹⁾			
Mileage / vehicle cost, supplies, uniforms, telephone, and fuel.	Fixed	Monthly	\$2,284.79
		12	
Variable Labor:			
Courtesy Patrol ⁽¹⁾	Variable (Hours worked)	Man hours (estimated at)	\$52.71
		956	

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract 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 the Texas Department of Transportation.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract 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.

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E

Location Maps Showing Project

