

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

RESOLUTION NO. 17-064

**APPROVE AN INTERLOCAL AGREEMENT WITH
THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE
HIGHWAY EMERGENCY RESPONSE OPERATION (HERO) PROGRAM**

WHEREAS, since it was re-initiated in September 2010, the Mobility Authority has been administering the Highway Emergency Responders Operators (HERO) program to assist first responders with traffic incidents, clear large debris from the roadway, and provide free roadside assistance to stranded motorists in Central Texas; and

WHEREAS, by Resolution Nos. 12-043, 16-006 and 16-072, the Board of Directors has extended the HERO program through January 31, 2018 and expanded the service coverage area; and

WHEREAS, beginning December 4, 2017, the Texas Department of Transportation ("TxDOT") will take over the HERO program and further expand service coverage area, including Mobility Authority facilities on US 183, US 290, SH 71 and MoPac; and

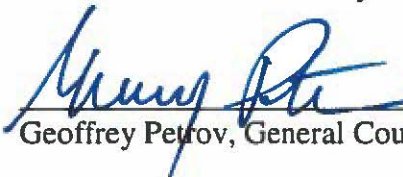
WHEREAS, the Mobility Authority and TxDOT have negotiated an interlocal agreement in an amount not to exceed \$1,741,457.27 to cover HERO services on Mobility Authority facilities including 183A, Manor Expressway, MoPac Expressway, and 71 Express through August 31, 2020 on an as-needed basis; and

WHEREAS, the Executive Director recommends that the Board of Directors approve the interlocal agreement with TxDOT for HERO services on Mobility Authority facilities in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that proposed interlocal agreement with TxDOT for HERO services is hereby approved and the Executive Director is authorized and directed to execute the interlocal agreement in the form or substantially the same form as is attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 13th day of December 2017.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

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 | TxDOT |
| Central Texas Regional Mobility Authority (CTRMA) | Local Government |

II. PURPOSE: TxDOT, the Performing Agency, will provide Safety Service Patrol, the common term for HERO of the five highway segments identified by the Project Location Maps attached as Loop1, from Parmer Lane to SH 45 South; 290 East Toll Rd from US 183 to Joyce Turner Drive in Manor; 183-A Toll Road from RR 276 to Lakeline Mall Drive; US 183 from US 290 East to SH 71 East; and SH 71 Express Toll Road from US 183 South to SH 130. CTRMA will contribute to the costs TxDOT incurs to provide that service.

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 \$1,741,457.27 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 August 31, 2020 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 December 13, 2017, 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 Projects.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
 AUTHORIZED SIGNATURE
 Mike Heiligenstein, 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 _____
 James Bass
 Executive Director

ATTACHMENT A**Scope of Services**

TxDOT, the Performing Agency, shall provide services for the Local Government Central Texas Regional Mobility Authority (CTRMA) for Fiscal Years (FY) 18 through FY 20.

Over the past several years, TxDOT Austin District and mobility partners have utilized Safety Service Patrol (SSP) services as an integral part of Traffic Incident Management (TIM). For various reasons, purchase orders for ownership and management of an SSP program called the Highway Emergency Response Operator (HERO) program have transferred to TxDOT from Central Texas Regional Mobility Authority (CTRMA), the regional mobility partner in Austin. As Traffic Management Systems (TMS) technologies and strategies have evolved, HERO has maintained its critical role in keeping roads clear. CTRMA has managed the HERO Patrol Service program since 2010, assisting law enforcement agencies and other emergency and support response agencies with incident management following accidents and facilitating roadway clean-up. This service has covered TxDOT-managed roads in the Austin area including portions of I-35 and US 183. CTRMA's HERO program is terminating on December 3, 2017 with TxDOT initiating a new HERO program as a result of Purchase Order (PO or BPO) 60132000060530. The TxDOT HERO Program for which PO is awarded includes expanded Austin-area highway portions, as specifically set forth in Attachment E – Location Map Showing Projects. The TxDOT HERO Program will continue to use the existing HERO Program phone number, updated blue truck graphics, and operate through existing facilities at the Combined Transportation and Emergency Communications Center (CTECC) in East Austin.

TxDOT shall coordinate with the Local Government to issue a written Notice to Proceed (NTP) for Segment No. 1 roadway for Tx1/Loop1/MOPAC once the Agreement has been executed. Once other roadway segments have been identified, the Local Government will issue the next NTP per each roadway prior to any services being performed by TxDOT. After the NTP is issued, TxDOT will require ramp up time of 60 days in order to get equipment in place to perform the work.

TxDOT's written progress report shall describe activities during the reporting period; and overall status, including a percent complete for the task authorized by each active roadway.

TxDOT shall submit monthly invoices in a format acceptable to the Local Government. Invoices will be paid in accordance with the rates determined on Attachment B Budget, which is attached to this agreement.

TxDOT's vendor is to provide all personnel, supervision, expertise, vehicles, equipment, materials, parts, licenses, supplies and incidentals necessary to provide Highway Emergency Response Operator (HERO) services on the Texas capital region roadways identified in Attachment E – Location Map Showing Projects. The services will minimize traffic congestion and improve highway safety by clearing damaged and disabled vehicles and debris from the Travel Lanes and providing traffic control and scene protection at incidents.

ATTACHMENT B**BUDGET****Annual Budget FY 2018, FY 2019, & FY 2020**

The Local Government will reimburse TxDOT for the established share of maintenance costs calculated under Table B-1 below as a percentage of the costs incurred by TxDOT to provide HERO services on the Texas capital region roadways. Table B-2 below is the estimated cost for all roadways per year and the contract total for three years.

Table B-1: Cost Sharing Percentage Split for Routine Maintenance

| Roadway | Roadways/Segments | North or West Limit | South or East Limit | Miles | Total Estimated Cost | % split | CTRMA Participation Cost |
|---------|---------------------------------------|---------------------|-----------------------------|-------|----------------------|---------|--------------------------|
| 1 | TX 1/Loop 1/MoPac (GP and ML) | Pamer Lane | SH 45 South | 21.8 | \$ 591,315.47 | 25% | \$ 147,828.87 |
| 2 | 290 East Toll Rd/Manor Expressway RMA | US 183 | Joyce Turner Drive in Manor | 6.2 | \$ 102,981.91 | 67% | \$ 68,997.88 |
| 3 | 183-A Toll Road RMA | RR 276 | Lakeline Mall Drive | 10.3 | \$ 295,657.73 | 100% | \$ 295,657.73 |
| 4 | SH 71 Express Toll Road | US 183 South | SH 130 | 3.9 | \$ 147,828.87 | 46% | \$ 68,001.28 |
| | | | | 42.2 | \$ 1,137,783.98 | | \$ 580,485.76 |

Table B-2 Cost per year

| Roadway | Roadways/Segments | FY 18 | FY 19 | FY 20 | Contract Total |
|---------|---------------------------------------|--------------------------|--------------------------|--------------------------|-----------------|
| | | CTRMA Participation Cost | CTRMA Participation Cost | CTRMA Participation Cost | |
| 1 | TX 1/Loop 1/MoPac (GP and ML) | \$ 147,828.87 | \$ 147,828.87 | \$ 147,828.87 | \$ 443,486.60 |
| 2 | 290 East Toll Rd/Manor Expressway RMA | \$ 68,997.88 | \$ 68,997.88 | \$ 68,997.88 | \$ 206,993.64 |
| 3 | 183-A Toll Road RMA | \$ 295,657.73 | \$ 295,657.73 | \$ 295,657.73 | \$ 886,973.19 |
| 4 | SH 71 Express Toll Road | \$ 68,001.28 | \$ 68,001.28 | \$ 68,001.28 | \$ 204,003.84 |
| | Total | \$ 580,485.76 | \$ 580,485.76 | \$ 580,485.76 | \$ 1,741,457.27 |

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.

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.

Article 11. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

| | |
|--------------------------|--|
| Local Government: | Central Texas Regional Mobility Authority Construction & Maintenance Manager 3300 N. IH-35, Suite 300 Austin, Texas 78705 |
| TxDOT: | Director, Contract Services Texas Department of Transportation 125 E. 11th Street Austin, TX 78701 |

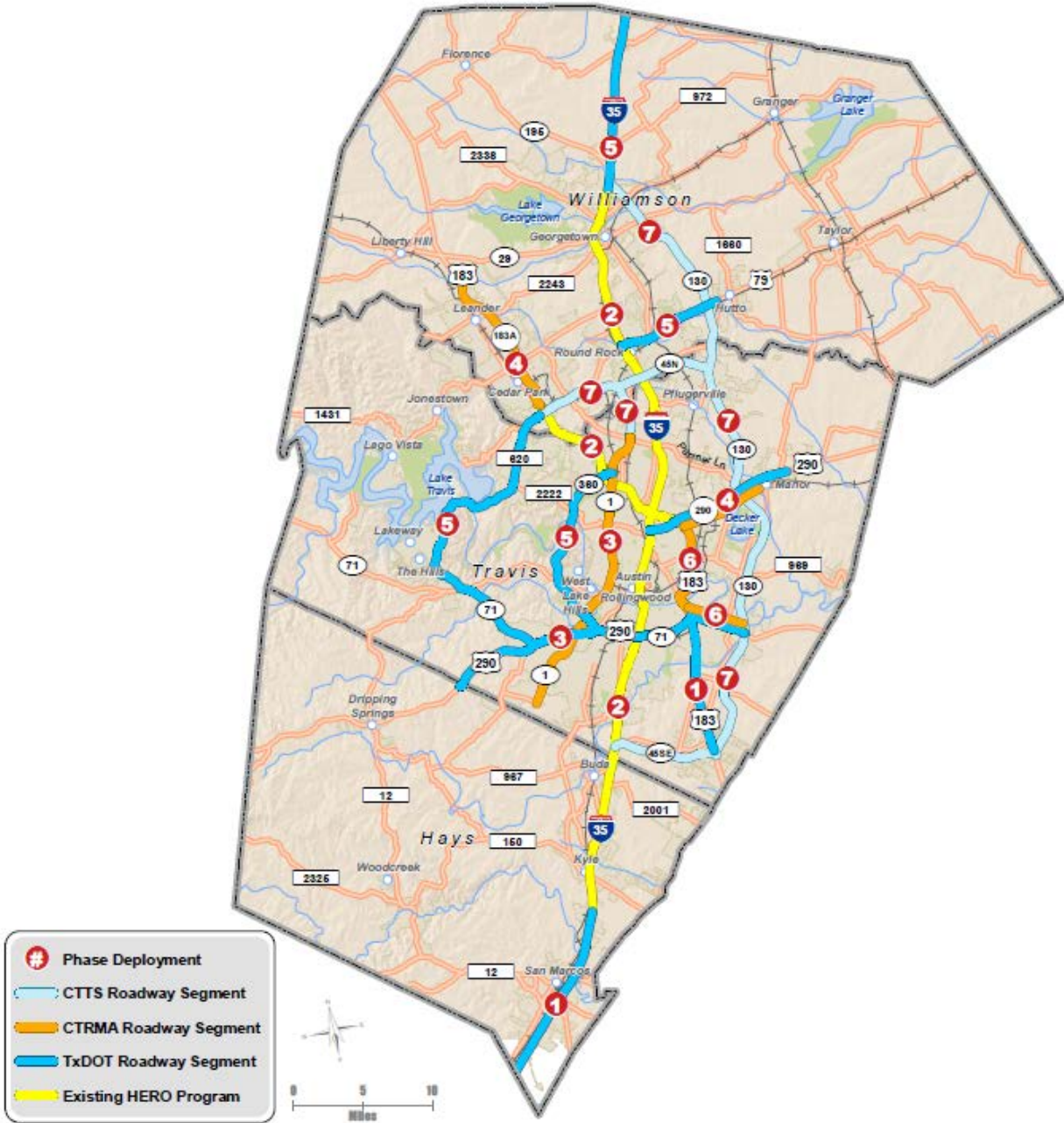
All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E

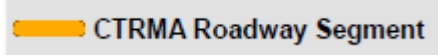
Location Maps Showing Projects

Austin Area Roadways for Safety Service Patrol



ATTACHMENT E

Roadways Limit for Safety Service Patrol



| Phase | Roadways/Segments | Operator | North or West Limit | South or East Limit | Miles | Total Miles |
|--|--|----------|------------------------------------|-----------------------------|-------|-------------|
| 1 | I-35 (south extension) | TxDOT | Yarrington Road in Kyle | Hays/Comal County Line | 12.8 | 22.7 |
| | US 183 (south extension) | TxDOT | SH 71 East | SH 45 Southeast | 9.9 | |
| 2 | I-35 (existing) | TxDOT | SH 130 in Georgetown | Yarrington Road in Kyle | 54.8 | 68.7 |
| | US 183 (existing) | TxDOT | Lakeline Mall Drive | US 290 East | 13.9 | |
| 3 | SH 71 | TxDOT | RM 620 at City of Bee Cave | US 183 South | 19.1 | 46.9 |
| | SL 1/Loop 1/MoPac (GP and ML) | CTRMA | Parmer Lane | SH 45 South | 21.8 | |
| | US 290 West * | TxDOT | Hays/Travis County Line | SH 71 at The Y at Oak Hill | 6 | |
| 4 | US 290 East | TxDOT | East Koenig Lane | Greenbury Drive in Manor | 11.6 | 28.1 |
| | 290 East Toll Road/ Manor Expressway | CTRMA | US 183 | Joyce Turner Drive in Manor | 6.2 | |
| | 183-A Toll road | CTRMA | CR 276 | Lakeline Mall Drive | 10.3 | |
| 5 | SL 360/Loop 360/Capital of Tx Hwy | TxDOT | SL 1/Loop 1/MoPac North | Ben White/US 290 West/SH 71 | 14.6 | 53.6 |
| | RM 620 | TxDOT | US 183 North | SH 71 West | 18.9 | |
| | US 79 | TxDOT | I-35 North in Round Rock | Ed Schmidt Blvd. in Hutto | 7.7 | |
| | I-35 (north extension) | TxDOT | Bell/Williamson County Line | SH 130 | 12.4 | |
| 6 | US 183 (central; Bergstrom Expressway) | CTRMA | US 290 East | SH 71 East | 10.9 | 18.7 |
| | SH 71 East (non-tolled lanes) | TxDOT | US 183 South | SH 130 | 3.9 | |
| | SH 71 Express Toll Road | CTRMA | US 183 South | SH 130 | 3.9 | |
| 7 | SH 130 (Segments 1-4) | CTTS | I-35 North in Georgetown | SH 45 Southeast | 46.9 | 71.0 |
| | SL 1/Loop 1/MoPac North | CTTS | SH 45 North | Parmer Lane | 4.1 | |
| | SH 45 North | CTTS | US 183 North | SH 130 North | 12.7 | |
| | SH 45 Southeast | CTTS | I-35 South in Creedmoor | SH 130 South | 7.3 | |
| References: Central Texas Regional Mobility Authority (CTRMA) website Central Texas Turnpike System (CTTS) website | | | Initial Route (Phase 1) | | 22.7 | |
| | | | Later Route Deployment (Phase 2-7) | | 287.0 | |
| | | | Total Program Route | | 309.7 | |

- * A segment of TX-71 West, from The Y at Oak Hill to I-35, is concurrent with US 290 West.
- Central Texas Regional Mobility Authority. Existing CTRMA SSP service will continue until replaced by TxDOT service on a rolling basis between July 2017 and January 1, 2018 at the latest.
- Central Texas Turnpike System. Existing CTTS SSP is operated by TxDOT Toll Operations Division (TOD). Existing SSP service will continue until replaced by TxDOT service.