

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

**RESOLUTION NO. 17-032**

**ADOPTING AN INTERNAL COMPLIANCE ASSESSMENT**

WHEREAS, by Resolution No. 17-025 dated May 31, 2017, the Board adopted an internal ethics and compliance program; and

WHEREAS, the Executive Director has determined that it would be beneficial to conduct an annual internal risk assessment to allow staff to regularly evaluate the compliance procedures and identify potential improvements to optimize the ongoing effectiveness of the program; and

WHEREAS, the Executive Director recommends amending the internal ethics and compliance program to incorporate an annual internal risk assessment.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby amends the internal ethics and compliance program to incorporate an annual internal risk assessment as shown in Exhibit A attached hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of June 2017.

Submitted and reviewed by:

  
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Geoffrey S. Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

## **INTERNAL ETHICS AND COMPLIANCE PROGRAM**

The Central Texas Regional Mobility Authority (“Mobility Authority”) has established an Internal Ethics and Compliance Program (“Program”). The Executive Director and the Deputy Executive Director are charged with monitoring compliance within the organization and taking appropriate action in response to compliance related complaints. These employees, along with the Chief Financial Officer are responsible for oversight of financial reports and establishing and maintaining an adequate internal control structure with appropriate checks and balances.

The Mobility Authority has taken all possible steps to avoid the delegation of substantial discretionary authority to individuals whom the organization knows or should know, have previously engaged in illegal activities. The Mobility Authority will perform criminal background checks on all final applicants for the positions of Executive Director, Chief Financial Officer, General Counsel, and any positions involving the disbursement of Agency funds or the handling of cash, checks or credit cards; negotiable documents and materials; or highly confidential or sensitive information. All applicants admitting a felony conviction on their application materials shall also be subject to a criminal background check. Additionally, the Mobility Authority may, at its discretion, perform criminal background checks on applicants for any other position. The Executive Director shall be responsible for periodically assessing risk of criminal misconduct within the organization.

The Mobility Authority shall take all steps to ensure that compliance standards are effectively communicated to all employees by requiring participation in training and by distributing information that explains the requirements of this Program. A copy of the Program, including any amendments and all related documents will be included in the Employee Handbook. Training will be held during orientation and periodically thereafter. An employee who violates any provision of the Program is subject to disciplinary action up to and including termination. All employees shall perform their official duties in a lawful, professional, and ethical manner; practice responsible stewardship of organizational resources, and report any conduct or activity that they believe to be in violation of this Program. If an employee has a concern about the legitimacy or appropriateness of any employee act, he/she should promptly discuss the matter with his/her manager or with the Human Resources Manager. No employee who, in good faith, reports an alleged incident of noncompliance who participates in an investigation of an alleged incident of noncompliance shall be subjected to discrimination, reprisal or retaliation in any form because of having made such a report or participating in such an investigation.

The Mobility Authority Board of Directors will participate in periodic training in ethics and in the compliance program and ethical behavior generally.

The Mobility Authority shall notify all agents of the organization regarding the Program, and its expectation of ethical behavior and compliance with the law from individuals and companies it does business with through distribution of written materials, electronic communication or verbal communication.

The Mobility Authority will annually conduct an internal risk assessment and an independent annual external compliance audit ~~and other risk evaluations~~ to monitor compliance and assist in the reduction of identified problem areas.

### **Record Retention**

The Mobility Authority is committed to proper maintenance and retention of records and shall comply with the retention schedule for local government records adopted by the Texas State Library and Archives Commission. If the Texas State Library and Archives Commission adopts a new record retention schedule, or revises an existing record retention schedule, that applies to a record maintained by the Mobility Authority, the Executive Director shall ensure that the Mobility Authority complies with the new or revised retention schedule.

### **Fraud**

Fraud is broadly defined, and may include any type of intentional deception for the purpose of personal or business gain or damage to an individual or organization. Examples of fraud include lying on an employment application, falsifying records, or providing false receipts for reimbursement from the Mobility Authority. Employees shall not knowingly make false or misleading statements, oral or written, in the course of the conducting of the Mobility Authority business. Employees shall not disclose confidential or sensitive organizational business information without prior written authorization.

### **Equal Opportunity Employment**

The Mobility Authority is an equal opportunity employer. This means that decisions regarding the hiring, promotion and compensation of candidates and employees will be made without regard to race, color, religion, national origin, gender (including pregnancy), sexual orientation, age, disability or any other status protected by law.

Management will make decisions regarding the hiring, promotion and compensation of a candidate (whether internal or external) and employee solely upon the basis of the individual's work record, performance history and qualifications for the job for which he/she is being considered.

### **Sexual Harassment and Sexual Misconduct**

All Mobility Authority employees have the right to work in an environment free from any type of unlawful discrimination or harassment based on race, color, religion, national origin, gender (including pregnancy), sexual orientation, age, disability or any other status protected by law. This includes freedom from sexual harassment in the workplace.

Harassment based on any of the above is considered a form of illegal discrimination. The Mobility Authority will not tolerate any form of harassment in the workplace. An employee who believes there has been an incident of harassment shall comply with Workplace Harassment Policy in the Employee Handbook.

### **Conflicts of Interest**

Conflict of interest is a situation in which one's private interest (most often financial in nature) conflict with or raises a reasonable question of conflict with their job-related duties and responsibilities. All employees and other individuals or entities that do business with the Mobility Authority shall comply with the conflict of interest requirements in the Policy Code and the Employee Handbook.

Local public officials (including members of governing bodies or another officer, whether elected, appointed, paid, or unpaid, of any district including a transit authority or district), as well as certain other employees involved with contracting, are subject to the conflict of interest provisions in Chapter 171 of the Texas Local Government Code. Chapter 171 established the standard for determining when a local official has a conflict of interest that would affect their ability to discuss, decide, or vote on a particular item. Other state and federal laws may be applicable to officials and employees in particular situations.

### **Personal Use of Organization's Property**

Property owned or leased by or provided to the Mobility Authority may only be used for official purposes as authorized by the Board of Directors and the Executive Director. Any misuse or unauthorized use of Mobility Authority property, including information system resources, is subject to disciplinary action. Misuse of official property may also result in criminal prosecution.

### **Gifts and Honoraria**

Employees must not solicit or accept gifts, loans, other compensation, unusual favor or hospitality (other than reasonable tips earned by employees in direct customer service positions) which could influence or even have the *appearance* of influencing them in the performance of their duties.

Under Local Government Code Chapter 176, a local government officer must disclose a vendor's offer of gifts to the officer or the officer's family member worth \$250 or more using the Conflict of Interest Form approved by the Texas Ethics Commission. The form requires disclosure even if the officer refuses the gift. An officer commits a class C misdemeanor if the officer knowingly violates the disclosure requirement.

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

**RESOLUTION NO. 17-033**

**APPROVING THE BUDGET FOR FISCAL YEAR 2018**

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the “RMA Rules”); and

WHEREAS, prudent management and fiscal oversight are overriding objectives of the CTRMA Board of Directors; and

WHEREAS, during the course of the year, CTRMA intends to issue one or more series of revenue bonds for the development of additional projects and to issue refunding bonds as market opportunities arise; and

WHEREAS, it is necessary and desirable to develop and adopt a budget for CTRMA operations for each fiscal year; and

WHEREAS, the Executive Director and staff have developed and recommend that the Board of Directors approve the budget for fiscal year 2017-2018 (“FY 2018”) attached as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors approves the FY 2018 Budget attached as Exhibit A; and

BE IT FURTHER RESOLVED that the FY 2018 Budget may be amended from time-to-time by approval of the Board of Directors; and

BE IT FURTHER RESOLVED that the Executive Director, or his designee, is hereby authorized to issue letter agreements committing funds from the Engineering, Operations, and Maintenance Budgets for non-project related general engineering services, provided such commitments do not exceed the amounts set forth in the FY 2018 Budget; and

BE IT FURTHER RESOLVED that the Executive Director is directed to provide a copy of this resolution with the attached FY 2018 Budget to Commissioners Courts for Williamson and Travis Counties; and

BE IT FURTHER RESOLVED that, by copy of this resolution, CTRMA hereby provides notice to the Commissioners Courts of Travis County, Texas and Williamson County, Texas of contemplated revenue bond issuances as required by Section 370.261, Texas Transportation Code.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of June 2017.

Submitted and reviewed by:

  
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Geoffrey Petroy, General Counsel

Approved:

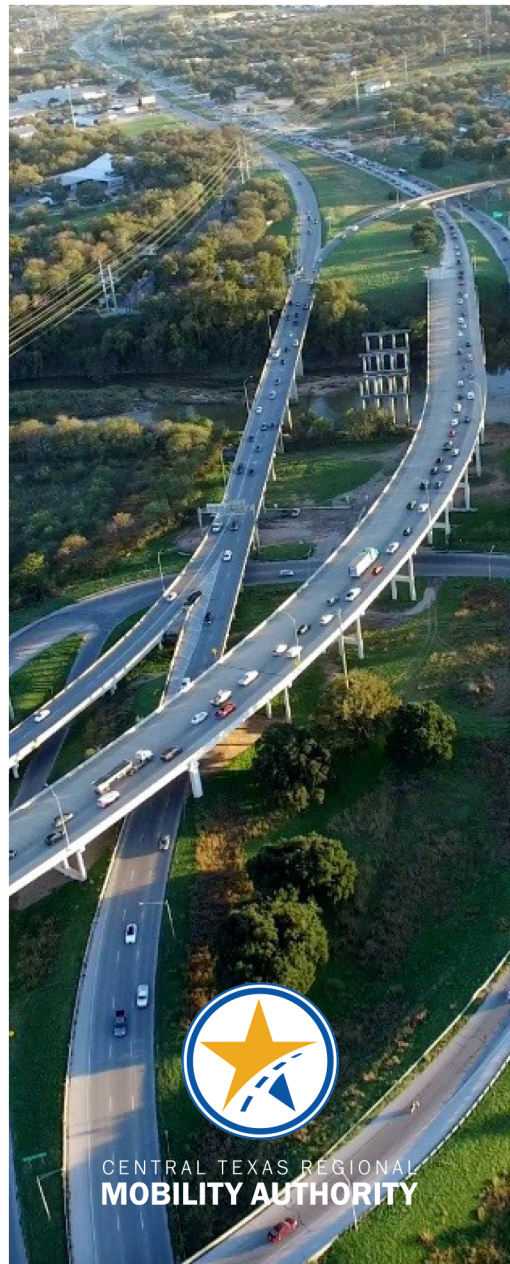
  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**





FISCAL YEAR  
**2018**  
ADOPTED  
OPERATING  
BUDGET



## FY 2018 Adopted Operating Budget

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### Table of Contents

<b>Adopted Operating Budget Overview .....</b>	<b>1</b>
<b>Consolidated Summary of Revenues and Expenses</b>	
Summary of Revenue, Expenses and Cash Flow .....	4
Non-Cash Expenses .....	6
Consolidated Line Item Detail .....	7
<b>Department Budgets</b>	
Administration .....	12
Financial Services .....	19
Debt Service .....	25
Toll Operations.....	27
Communications .....	34
Legal Services .....	41
Engineering.....	46
<b>Consolidated Staffing Schedule .....</b>	<b>55</b>
<b>Capital Budget .....</b>	<b>56</b>
<b>System Operating Budget.....</b>	<b>57</b>
<b>Debt Service Schedule .....</b>	<b>58</b>
<b>Capital Improvement Program.....</b>	<b>59</b>

The FY 2018 Operating Budget was adopted by the Board of Directors on June 28, 2017.

## Adopted Operating Budget Overview

Presented is the Mobility Authority's Adopted FY 2018 Operating Budget. This document contains revenue estimates and departmental spending plans for the fiscal year beginning July 1, 2017 and ending June 30, 2018. The total estimated operating revenues are \$81,469,539. Total estimated operating expenses are \$90,540,444 inclusive of \$34,976,271 in non-cash items such as amortization, depreciation, bond issuance expense and accreted interest. After consideration of all other inflows and outflows, a net of approximately \$41,097,073 is anticipated in the General Fund at June 30, 2018. In addition, this document includes the Authority's Operating Capital Budget, System Operating Budget and Debt Service Schedule for FY 2018.

As discussed below, this budget is influenced by several factors including the Mobility Authority Strategic Plan, projects under development, under construction and ongoing, the population growth in the region, and maintaining and improving current service levels.

## Strategic Plan



The Strategic Plan serves as a guiding document in the operations of the Mobility Authority and in the development of the proposed FY 2018 budget. The Plan summarized in the graphic states the Mobility Authority's vision for 2025 and establishes goals in context of four strategic initiative areas – Economic Vitality, Regional Mobility,

## Adopted Operating Budget Overview

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Sustainability and Innovation. While all are interconnected, each initiative contains the stated goals for that area. For this budget, located in the departmental narrative sections, each department has articulated a Strategic Plan connection between their FY 2017 accomplishments and their goals for the upcoming fiscal year.

### **Revenues**

Revenues for FY 2018 are estimated at \$83.5 million which is an approximate 16% increase over the FY 2017 budget. In comparing historical results for 183A, the Manor Expressway, and 71E, the Authority believes these projections are conservative and achievable. The revenue budget also includes \$720,000 in grant funds for the final six months that the HERO (roadside assistance) program will be managed by the CTRMA. Also included are non-system revenues from MoPac Managed Lanes of \$3.0 million. (Note: the revenue estimate does not reflect any possible fiscal year 2017-2018 Board approved toll rate increase.)

### **Expenses**

Expenses for FY 2018 are estimated at \$90.2 million which represents a 4.5% decrease over the FY 2017 budget. Because the Authority reports on an accrual basis, included in the expense estimates is \$35.0 million in non-cash expense items such as amortization, depreciation, bond issuance expense accruals and accreted interest expense. The decreased expense budget is primarily due to the decrease in interest expense due to the debt refunding activities in late FY 2016 and early FY 2017.

The remaining expense line items were developed in line with current operating goals and objectives as established by the Board of Directors through the Strategic Plan and Executive Director.

### **Operating Capital Budget and Capital Improvement Program**

The Capital Projects schedule reflects current and future construction projects the Mobility Authority is developing. Each of these projects is in various stages of development and may have various sources of funding which are identified in the schedule included in this document.

The operating Capital Budget includes funding for a replacement vehicle for maintenance, and the year one (of three) cost of implementing a system to inventory and manage life cycle costs of the roadways and toll systems.

## Adopted Operating Budget Overview

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### **Future Projections, Cash Flow and Debt Service Coverage**

Cash flow will be monitored closely as the Authority moves into full operations of MoPac Managed Lanes. While the projected expenses in the proposed budget exceed estimated revenues, **when non-cash expenses are removed and other funding sources are considered, the current projections result in a net cash inflow of \$41.1 million at the end of FY 2018, after application of the Mobility Authority's cash operating reserve policy.** The cash flow projections are utilized to anticipate cash flow requirements as well as ensure the Authority remains in compliance with trust indentures, debt service coverage requirements and cash reserve policies. The FY 2018 proposed budget provides for debt service coverage levels above the requirements of the trust indentures.

### **Unrestricted Cash Reserves**

The Board of the Mobility Authority has a policy of maintaining unrestricted cash reserves to cover twelve months of cash expenses. It further allows the Executive Director to lower the requirement to nine months should he deem it in the best interest of the Authority and will not adversely affect the financial stability of the organization. As discussed in previous budget documents, when new projects come on line it may take the Authority a few years to build up the reserves to cover a full year of cash expenses. The proposed FY 2018 budget will remain in compliance with the Board policy of maintaining unrestricted cash reserves to cover 12 months of cash expenses. However, in future years as the debt service is phased in, the Authority will need to continue to build the reserves to cover the future expenses.

## Consolidated Summary of Revenues and Expenses

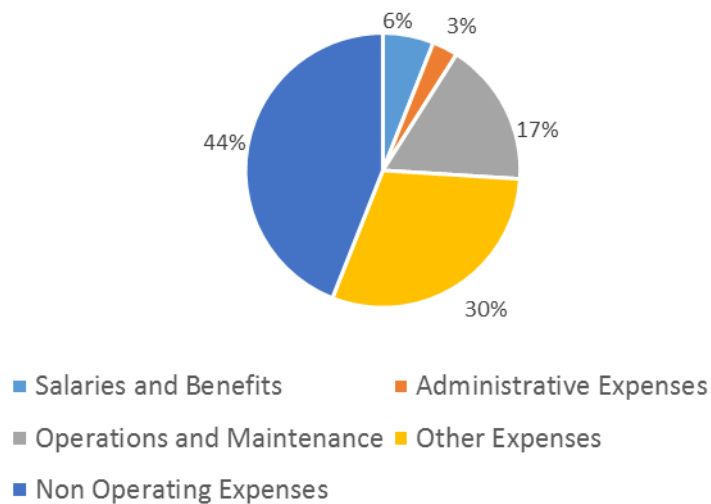
### Central Texas Regional Mobility Authority FY 2018 Consolidated System Summary of Revenue, Expenses and Cash Flow

	FY 2016 Adopted Budget	FY 2017 Adopted Budget	FY 2018 Adopted Budget
<b>Revenues</b>			
<i>Operating Revenue:</i>			
Toll Revenue	\$ 45,179,910	\$ 46,555,037	\$ 61,069,539
Video Tolls	13,876,165	16,030,043	14,377,753
Fee Revenue	3,356,500	6,876,980	6,022,247
Total Operating Revenue	\$ 62,412,575	\$ 69,462,060	\$ 81,469,539
<i>Other Revenue:</i>			
Interest Income	250,000	250,000	950,000
Grant Revenue	3,130,258	700,000	720,000
Reimbursed Expenditures	-	1,555,396	314,280
Miscellaneous Revenue	-	-	5,500
Total Other Revenue	\$ 3,380,258	\$ 2,505,396	\$ 1,989,780
Total Revenue	\$ 65,792,833	\$ 71,967,456	\$ 83,459,319
<b>Expenses</b>			
<i>Administrative, Operating and Financing</i>			
Salaries and Benefits	(3,751,064)	(4,271,233)	(4,949,181)
Administrative Expenses	(2,423,925)	(3,275,217)	(2,862,575)
Operations and Maintenance	(13,079,159)	(15,143,495)	(15,731,907)
Other Expenses	(27,958,000)	(29,027,984)	(27,372,427)
Non Operating Expenses	(44,925,046)	(43,113,675)	(39,624,354)
Total Expenses	\$ (92,137,194)	\$ (94,831,604)	\$ (90,540,444)
<i>Plus: Non Cash Expenses</i>			
Amortization Expense	1,305,000	1,411,090	1,419,000
Depreciation Expense	24,758,000	26,386,894	22,439,827
Bond Issuance Expense	200,000	200,000	1,450,000
Amortization Expense - Refund Savings	1,030,000	1,027,860	1,034,000
Accreted Interest - CABS	4,841,109	4,334,637	8,633,444
Total Non Cash Expenses	\$ 32,134,109	\$ 33,360,481	\$ 34,976,271
<i>Net Operating Cash Inflows</i>			\$ 27,895,146
<b>Cash Inflows(Outflows)</b>			
Operating Capital Budget			(769,281)
Debt Service - Principal Due			(5,019,400)
American Bank Loan Principal Due			(1,765,000)
Regional Infrastructure Fund Payment- General Fund			(2,000,000)
Manor Financial Assistance Agreement			7,002,000
Manor Proceeds			4,100,000
Subtotal			1,548,319
Net Cash Flow FY 2018			\$ 29,443,465
Estimated Operating Cash Balance - June 30, 2017			65,669,461
Estimated Operating Cash Balance - June 30, 2018			95,112,926
Board Operating Cash Reserve Policy FY 2018			(54,015,854)
Designated for Allocation to Future Debt Service/Reserve Policy			\$ 41,097,073

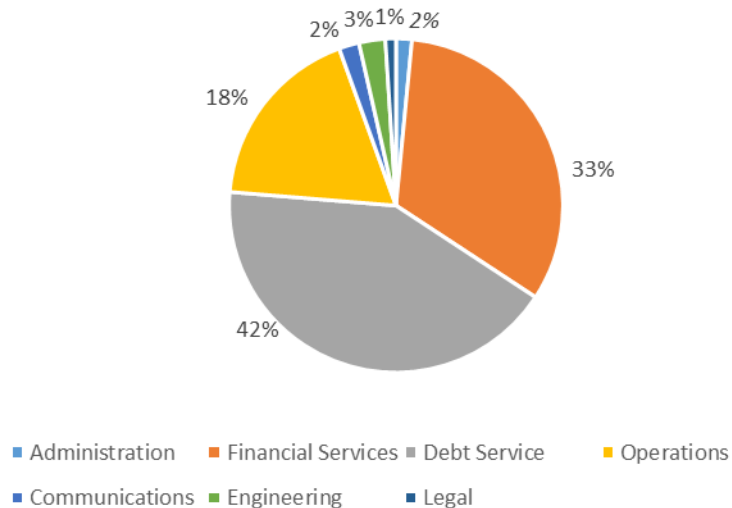
## Consolidated Summary of Revenues and Expenses

Summary of Expenses:	FY 2016	FY 2017	FY 2018	Increase (Decrease)
	Adopted Budget	Adopted Budget	Adopted Budget	
Salaries and Benefits	\$ 963,368	\$ 1,019,492	\$ 1,009,186	-1.01%
Administrative Expenses	169,100	144,175	126,450	-12.29%
Operations and Maintenance	-	-	-	0.00%
Other Expenses	130,000	125,000	150,000	20.00%
Non Operating Expenses	65,000	100,000	100,000	0.00%
<b>Total Expenses</b>	<b>\$ 1,327,468</b>	<b>\$ 1,388,667</b>	<b>\$ 1,385,636</b>	<b>-0.22%</b>

FY 2018 Expenses by Category



FY 2018 Expenses by Department



## Consolidated Summary of Revenues and Expenses

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Total FY 2018 Expenditures	\$ 90,540,444
Non-cash Expenditures:	
Amortization Expense	(1,419,000)
Total Depreciation Expense	(22,439,827)
Bond Issuance Expense - Operating	(1,450,000)
Amortization Expense - Refund Savings	(1,034,000)
Accreted Interest - CABS	<u>(8,633,444)</u>
Total Non-cash Expenditures	<u>\$ (34,976,271)</u>
Total Cash Expenditures	<u>\$ 55,564,173</u>
Less: Net Cash Inflows	<u>1,548,319</u>
Total Operating Expenditures for FY 2018	<u>\$ 54,015,854</u>
Estimated Cash - June 30, 2018	95,112,926



## Consolidated Summary of Revenues and Expenses

### Central Texas Regional Mobility Authority FY 2018 Revenue and Expense by Line Item All Departments

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<i>Revenue</i>					
<b>Operating Revenue</b>					
Toll Revenue	45,179,910	46,555,037	44,758,963	61,069,539	
Video Tolls	13,876,165	16,030,043	11,711,748	14,377,753	
Fee Revenue	3,356,500	6,876,980	4,681,632	6,022,247	
<b>Total Operating Revenue</b>	<b>62,412,575</b>	<b>69,462,060</b>	<b>61,152,343</b>	<b>81,469,539</b>	<b>17.29%</b>
<b>Other Revenue</b>					
Interest Income	250,000	250,000	774,626	950,000	
Grant Revenue	3,130,258	700,000	19,428,596	720,000	
Reimbursed Expenditures	-	1,555,396	207,873	314,280	
Miscellaneous	-	-	6,010	5,500	
<b>Total Other Revenue</b>	<b>3,380,258</b>	<b>2,505,396</b>	<b>20,417,105</b>	<b>1,989,780</b>	<b>-20.58%</b>
<b>Total Revenue</b>	<b>\$ 65,792,833</b>	<b>\$ 71,967,456</b>	<b>\$ 81,569,447</b>	<b>\$ 83,459,319</b>	<b>15.97%</b>
<i>Expenses</i>					
<b>Salaries and Benefits</b>					
<b>Salaries &amp; Wages</b>					
Salary Expense-Regular	2,710,710	2,967,035	2,647,133	3,520,456	
Part Time Salary Expense	36,000	-	-	-	
Overtime Salary Expense	3,000	-	-	-	
Salary Reserve	40,000	80,000	-	80,000	
<b>Total Salaries</b>	<b>2,789,710</b>	<b>3,047,035</b>	<b>2,647,133</b>	<b>3,600,456</b>	<b>18.16%</b>
<b>Benefits</b>					
TCDRS	349,552	415,385	367,202	515,649	
FICA	109,682	131,094	119,578	165,251	
FICA MED	34,956	36,012	38,864	55,277	
Health Insurance Expense	232,154	332,091	284,476	396,258	
Life Insurance Expense	6,468	14,167	6,871	32,942	
Auto Allowance Expense	10,200	10,200	8,500	10,200	
Other Benefits	203,942	269,785	180,915	153,197	
<b>Total Benefits</b>	<b>946,954</b>	<b>1,208,735</b>	<b>1,006,407</b>	<b>1,328,775</b>	<b>9.93%</b>
<b>Payroll Taxes</b>					
Unemployment Taxes	14,400	15,463	4,231	19,950	
<b>Total Payroll Taxes</b>	<b>14,400</b>	<b>15,463</b>	<b>4,231</b>	<b>19,950</b>	<b>29.02%</b>
<b>Total Salaries and Benefits</b>	<b>3,751,064</b>	<b>4,271,233</b>	<b>3,657,771</b>	<b>4,949,181</b>	<b>15.87%</b>

## Consolidated Summary of Revenues and Expenses

### Central Texas Regional Mobility Authority FY 2018 Revenue and Expense by Line Item All Departments

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Administrative</b>					
<b>Administrative and Office Expenses</b>					
Accounting	7,500	20,000	6,449	10,000	
Auditing	75,000	74,000	53,880	100,000	
Human Resources	50,000	30,000	14,095	15,000	
IT Services	64,000	88,000	60,295	103,500	
Internet	1,700	1,700	2,001	4,125	
Software Licenses	76,100	55,725	61,601	49,800	
Cell Phones	13,600	14,542	12,844	18,500	
Local Telephone Service	13,000	12,000	12,947	2,000	
Overnight Delivery Services	850	850	63	850	
Local Delivery Services	900	1,050	-	600	
Copy Machine	12,000	12,000	12,776	17,000	
Repair & Maintenance-General	1,000	1,000	2,030	2,500	
Meeting Facilities	250	1,000	-	-	
Community Meeting/ Events	2,000	2,000	-	2,000	
Meeting Expense	15,000	15,250	7,469	15,000	
Public Notices	2,000	2,000	25	100	
Toll Tag Expense	1,700	1,900	1,024	3,150	
Parking	3,475	3,600	1,313	4,200	
Mileage Reimbursement	9,600	11,200	3,811	11,200	
Insurance Expense	180,000	150,000	123,573	150,000	
Rent Expense	525,000	558,000	443,823	515,000	
Legal	220,000	525,000	41,872	288,000	
<b>Total Administrative and Office Expenses</b>	<b>1,274,675</b>	<b>1,580,817</b>	<b>861,891</b>	<b>1,312,525</b>	<b>-16.97%</b>
<b>Office Supplies</b>					
Books & Publications	5,950	6,150	730	6,000	
Office Supplies	12,000	21,000	14,632	19,900	
Computer Supplies	20,200	17,000	11,452	46,800	
Copy Supplies	2,200	2,500	764	1,000	
Other Reports-Printing	13,000	10,000	6,054	8,000	
Office Supplies-Printed	2,700	2,700	789	1,000	
Misc Materials & Supplies	3,000	3,750	1,098	2,750	
Postage Expense	5,850	5,850	358	900	
<b>Total Office Supplies</b>	<b>64,900</b>	<b>68,950</b>	<b>35,877</b>	<b>86,350</b>	<b>25.24%</b>
<b>Communications and Public Relations</b>					
Graphic Design Services	50,000	75,000	6,625	35,000	
Website Maintenance	100,000	140,000	104,270	130,000	
Research Services	50,050	105,000	87,828	110,000	
Communications and Marketing	250,000	469,900	282,751	400,000	
Advertising Expense	225,200	336,500	159,751	330,000	
Direct Mail	10,000	10,000	-	10,000	
Video Production	20,000	35,000	8,820	31,000	
Photography	10,000	10,000	2,954	11,000	
Radio	10,000	10,000	-	10,000	
Other Public Relations	27,500	125,000	5,000	20,000	
Promotional Items	17,500	10,000	972	20,000	
Displays	5,000	5,000	-	5,000	
Annual Report printing	14,000	5,000	-	-	
Direct Mail Printing	11,300	11,300	-	6,500	
Other Communication Expenses	1,500	1,000	2,426	50,500	
<b>Total Communications and Public Relations</b>	<b>802,050</b>	<b>1,348,700</b>	<b>661,397</b>	<b>1,169,000</b>	<b>-13.32%</b>

## Consolidated Summary of Revenues and Expenses

### Central Texas Regional Mobility Authority FY 2018 Revenue and Expense by Line Item All Departments

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Employee Development</b>					
Subscriptions	1,500	3,300	1,467	3,200	
Memberships	37,100	50,750	35,612	51,250	
Continuing Education	4,550	11,750	135	10,500	
Professional Development	12,200	6,700	-	4,000	
Other Licenses	950	1,250	257	1,750	
Seminars and Conferences	41,000	44,000	21,344	42,500	
Travel	88,000	88,000	47,221	97,000	
<b>Total Employee Development</b>	<b>185,300</b>	<b>205,750</b>	<b>106,036</b>	<b>210,200</b>	<b>2.16%</b>
<b>Financing and Banking Fees</b>					
Trustee Fees	16,000	15,000	19,773	30,000	
Bank Fee Expense	8,000	8,000	4,803	6,500	
Continuing Disclosure	10,000	10,000	-	10,000	
Arbitrage Rebate Calculation	8,000	8,000	6,455	8,000	
Loan Fee Expense	5,000	-	-	-	
Rating Agency Expense	50,000	30,000	15,000	30,000	
<b>Total Financing and Banking Fees</b>	<b>97,000</b>	<b>71,000</b>	<b>46,030</b>	<b>84,500</b>	<b>19.01%</b>
<b>Total Administrative</b>	<b>2,423,925</b>	<b>3,275,217</b>	<b>1,711,232</b>	<b>2,862,575</b>	<b>-12.60%</b>
<b>Operations and Maintenance</b>					
<b>Operations and Maintenance Consulting</b>					
General Engineering Consultant	250,000	-	-	-	
GEC-Trust Indenture Support	142,000	165,000	702	-	
GEC 1.1 Annual O&M Budget Development	-	-	19,804	30,000	
GEC 1.2 Annual Facility Inspections	-	-	77,293	125,000	
GEC-Financial Planning Support	10,000	10,500	47	-	
GEC 2.1 Program Funding Support	-	-	-	50,000	
GEC-Toll Ops Support	20,000	10,000	-	-	
GEC 3.1 Operations Center Support	-	25,000	20,558	10,000	
GEC 3.2 Toll Operations Support	-	10,000	-	10,000	
GEC-Roadway Ops Support	261,000	231,667	87,540	-	
GEC 4.1 Driveway and Utility Permitting	-	-	35,521	50,000	
GEC 4.3 Maintenance Contract Support/Oversight	-	100,000	144,003	200,000	
GEC 4.4 Data Gathering and Analysis	-	-	119,358	150,000	
GEC 4.7 Warranty	-	-	2,237	10,000	
GEC-Technology Support	15,000	40,000	19,026	-	
GEC 5.1 Technology Development	-	-	-	50,000	
GEC 5.2 Technology Maintenance	-	-	-	10,000	
GEC-Public Information Support	-	30,000	-	-	
GEC 6.2 Public Information - Non Project	-	-	52,700	-	
GEC-General Support	318,000	1,151,000	428,234	-	
GEC 7.1 Meeting Attendance	-	-	40,760	50,000	
GEC 7.2 Technical Resource Support	-	25,000	147,857	200,000	
GEC 7.4 Agency Coordination - Non Project	-	-	-	50,000	
GEC 7.5 Other Initiatives - Non Project	-	-	-	500,000	
General System Consultant	175,000	70,000	85,511	170,000	
Traffic and Revenue Consultant	60,000	80,000	68,937	95,000	
<b>Total Operations and Maintenance Consulting</b>	<b>1,251,000</b>	<b>1,948,167</b>	<b>1,350,089</b>	<b>1,760,000</b>	<b>-9.66%</b>

## Consolidated Summary of Revenues and Expenses

### Central Texas Regional Mobility Authority FY 2018 Revenue and Expense by Line Item All Departments

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Road Operations and Maintenance</b>					
Roadway Maintenance	1,800,000	4,871,600	2,481,597	5,007,401	
Landscape Maintenance	110,000	5,000	-	2,500	
Signal & Illumination Maint	20,000	20,000	25,041	5,000	
Maintenance Supplies-Roadway	30,000	45,000	396	5,500	
Tools & Equipment Expense	250	750	22	1,000	
Gasoline	6,000	6,000	4,940	13,700	
Repair & Maintenance-Vehicles	1,500	1,500	1,566	5,000	
Electricity - Roadways	160,000	180,000	124,961	200,000	
<b>Total Road Operations and Maintenance</b>	<b>2,127,750</b>	<b>5,129,850</b>	<b>2,638,523</b>	<b>5,240,101</b>	<b>2.15%</b>
<b>Toll Processing and Collection Expense</b>					
Image Processing	4,527,740	2,300,000	1,161,644	1,563,594	
Tag Collection Fees	2,823,744	3,240,000	3,015,537	4,100,826	
Court Enforcement Costs	30,000	40,000	11,416	40,000	
DMV Lookup Fees	4,000	5,000	397	1,000	
<b>Total Toll Processing and Collections</b>	<b>7,385,484</b>	<b>5,585,000</b>	<b>4,188,993</b>	<b>5,705,420</b>	<b>2.16%</b>
<b>Toll Operations Expense</b>					
Facility maintenance	-	-	30	-	
Generator Maintenance	10,000	-	-	-	
Generator Fuel	6,000	6,000	58	5,000	
Fire and Burglar Alarm	500	500	276	500	
Elevator Maintenance	2,800	3,000	-	-	
Refuse	800	1,200	1,181	1,700	
Pest Control	1,600	1,600	-	-	
Custodial	2,000	2,500	-	-	
Telecommunications	80,000	90,000	43,971	120,000	
Water	8,000	10,500	12,193	22,000	
Electricity	-	1,200	1,734	2,500	
ETC spare parts expense	-	1,600	-	20,000	
Repair & Maintenance Toll Equip	500,000	275,000	11,928	5,000	
Law Enforcement	265,225	273,182	182,856	275,000	
ETC Maintenance Contract	1,368,000	1,755,098	966,626	1,755,098	
ETC Toll Management Center System Operation	-	49,098	73,647	294,588	
ETC Development	-	-	-	500,000	
ETC Testing	70,000	10,000	-	25,000	
<b>Total Toll Operations</b>	<b>2,314,925</b>	<b>2,480,478</b>	<b>1,294,502</b>	<b>3,026,386</b>	<b>22.01%</b>
<b>Total Operations and Maintenance</b>	<b>13,079,159</b>	<b>15,143,495</b>	<b>9,472,107</b>	<b>15,731,907</b>	<b>3.89%</b>
<b>Other Expenses</b>					
<b>Special Projects and Contingencies</b>					
HERO	1,400,000	700,000	914,213	720,000	
Special Projects	200,000	125,000	12,027	113,000	
Other Contractual Svcs	130,000	105,000	67,728	2,430,600 *	
Contingency	165,000	300,000	10,578	250,000	
<b>Total Special Projects and Contingencies</b>	<b>1,895,000</b>	<b>1,230,000</b>	<b>1,004,547</b>	<b>3,513,600</b>	<b>185.66%</b>

\*Contains 71E net revenue payment to TxDOT of \$2,280,600 (see Finance section)

## Consolidated Summary of Revenues and Expenses

**Central Texas Regional Mobility Authority  
FY 2018 Revenue and Expense by Line Item  
All Departments**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Non Cash Expenses</b>					
Amortization Expense	275,000	383,230	319,836	385,000	
Amort Expense - Refund Savings	1,030,000	1,027,860	860,539	1,034,000	
Dep Exp- Furniture & Fixtures	5,000	2,207	2,043	2,620	
Dep Expense - Equipment	15,000	9,692	12,829	16,050	
Dep Expense - Autos & Trucks	10,000	6,406	8,762	19,312	
Dep Expense-Buildng & Toll Fac	200,000	177,115	147,596	177,115	
Dep Expense-Highways & Bridges	20,000,000	22,012,091	14,602,232	18,048,333	
Dep Expense-Communic Equip	250,000	196,115	163,429	196,115	
Dep Expense-Toll Equipment	3,000,000	2,756,238	2,296,865	2,756,238	
Dep Expense - Signs	350,000	325,893	271,578	325,900	
Dep Expense-Land Improvemts	900,000	884,934	737,445	884,934	
Depreciation Expense-Computers	28,000	16,203	11,505	13,210	
<b>Total Non Cash</b>	<b>26,063,000</b>	<b>27,797,984</b>	<b>19,434,657</b>	<b>23,858,827</b>	<b>-14.17%</b>
<b>Total Other Expenses</b>	<b>27,958,000</b>	<b>29,027,984</b>	<b>20,439,203</b>	<b>27,372,427</b>	<b>-5.70%</b>
<b>Non Operating Expenses</b>					
Bond issuance expense	200,000	200,000	1,128,769	1,450,000	
Interest Expense	44,660,046	42,813,675	26,182,827	38,074,354	
Community Initiatives	65,000	100,000	28,500	100,000	
<b>Total Non Operating Expense</b>	<b>44,925,046</b>	<b>43,113,675</b>	<b>27,340,096</b>	<b>39,624,354</b>	<b>-8.09%</b>
<b>Total Expenses</b>	<b>92,137,194</b>	<b>94,831,604</b>	<b>62,620,409</b>	<b>90,540,444</b>	<b>-4.53%</b>
Net Income	\$ (26,344,361)	\$ (22,864,148)	\$ 18,949,039	\$ (7,081,125)	

## Administration

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The primary role of the Administration Department is oversight and daily management of the Mobility Authority's projects and activities. In addition to the Executive Director, this department includes the Deputy Executive Director, Executive Assistant and Receptionist.

Under the direction of the Executive Director, this department is responsible for leading and managing across all departments the Mobility Authority's strategic mission and objectives. Serving as a direct liaison with governmental agencies and entities addressing transportation issues throughout the Central Texas region, the Executive Director serves as the primary communicator and provides information and available resources to assist in the development and implementation of the region's mobility plans and projects.

The Administration Department also provides front-line networking with key stakeholders and the general public, customers and elected officials who contact the Mobility Authority.

### ***Major Business Functions:***

Board of Directors: Provide administrative support for the Mobility Authority's Board of Directors.

Office of the Executive Director: Oversight and daily management of the Mobility Authority's projects and activities.

### ***FY 2017 Highlights and Accomplishments:***

- 183 South Expressway Project – Celebrated one-year anniversary of construction in April. Currently on time and on budget.
- 183 North Mobility Project (Loop 1 to SH 45 / RM 620) – Completed preliminary design, partnered with TxDOT to secure \$120M from Capital Area Metropolitan Planning Organization (CAMPO) for a fourth general purpose lane and other non-tolled elements, and developed project delivery plan.
- 183A Toll, Phase III (Hero Way to SH 29) – started work on the environmental phase.
- MoPac Improvement Project (Cesar Chavez Street to Parmer Lane) – Opened the northbound express lane segment from RM 2222 to Parmer Lane in October of 2016; working extensively with the contractor to get the project on an acceptable schedule that would provide the new express lanes for drivers in 2017.

## Administration

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- MoPac South Environmental Study (Slaughter Lane to Cesar Chavez Street) – Work on the environmental phase was slowed due to a lawsuit; progress continued to update various technical reports required for environmental clearance.
- SH 45 Southwest Project (MoPac Expressway to FM 1626) – Secured project grant and loan funding through TxDOT, procured contractor, and started construction.
- SH 71 Toll (US 183 and SH 130) – Opened toll lane to traffic providing a new mobility option and reduced travel times.
- 290 East
  - Phase II Improvements – Completed construction, which included frontage road intersection improvements at the 290 East and SH 130 interchange. These improvements are providing congestion relief until the Phase III (Direct Connectors at SH 130) are complete.
  - Phase III Improvements (Direct Connectors at SH 130) – Started the design phase on three (3) new direct connectors at SH 130 (130 south to 290 west, 130 north to 290 west, and 290 east to 130 south travel movements).
- Oak Hill Parkway (290 West – MoPac to FM 1826) – Continued work on the environmental phase and conducted a number of meetings with stakeholders in addition to a major public meeting.
- Mobility and Technology Initiatives – Collaborated with major regional partners (CAMPO, CapMetro, City of Austin, and Capitol Area Council of Governments) on the Smart City Challenge, Commute Solutions, and several other initiatives. CTRMA’s involvement will ensure that our projects are prepared for and “in-step” with anticipated regional technology and mobility changes of the future.
- Highway Emergency Response Operator (HERO) – Continued to provide roadside assistance service to stranded motorists on a 55-mile section of I-35 from the City of Kyle (Yarrington Road) to the City of Georgetown (SH 130 North) and a 12-mile stretch of US 183 between I-35 and Lakeline Boulevard.

## Administration

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- Texas Toll Interoperability with Oklahoma and Kansas – Implemented a multi-state partnership to allow a seamless toll experience using one transponder when traveling on toll roads in these states.

### ***FY 2018 Overview and Goals:***

- 183 South Expressway Project – Continue construction on time and within budget to ensure interim opening in 2019 and full project opening in 2020.
- 183 North Mobility Project (Loop 1 to SH 45 / RM 620) – Secure project funding and procure contractor(s) for design/construction.
- 183A Toll, Phase III (Hero Way to SH 29) – Complete environmental study and start design phase.
- MoPac Improvement Project (Cesar Chavez Street to Parmer Lane) – Open all/remaining express lane segments to traffic from RM 2222 to Parmer Lane in October, and closeout construction contract.
- MoPac South Environmental Study (Slaughter Lane to Cesar Chavez Street) – Continue work on the environmental phase and receive an environmental decision from TxDOT/FHWA.
- SH 45 Southwest Project (MoPac Expressway to FM 1626) – Continue construction on time and within budget to ensure open to traffic in 2019.
- 290 East, Phase III Improvements (Direct Connectors at SH 130) – Complete design phase and procure contractor. This project will provide three (3) new direct connectors at SH 130 (130 south to 290 west, 130 north to 290 west, and 290 east to 130 south travel movements).
- Oak Hill Parkway (290 West – MoPac to FM 1826) – Continue work on the environmental phase and receive an environmental decision from TxDOT/FHWA.
- Park and Ride – Continue to work with CAMPO, CapMetro, and other regional partners to develop and implement the Park and Ride system in connection with CTRMA roadway facilities.
- Mobility and Technology Initiatives – Continue partnership with major regional partners (CAMPO, CapMetro, City of Austin, and Capitol Area Council of



## Administration

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Governments) in an effort to develop regional mobility solutions including *Commute Solutions* and *mobility as a service (MAAS)* to ensure that CTRMA projects support the technology and mobility of the future.

- Highway Emergency Response Operator (HERO) – The RMA is transferring control and operations of the HERO program over to TxDOT. After completion of the transfer, TxDOT is planning to expand the service area. Southern States Interoperability – Implement toll interoperability with Florida, Georgia, North Carolina, South Carolina, and Louisiana to allow a seamless toll experience using one transponder when using toll roads in these states.

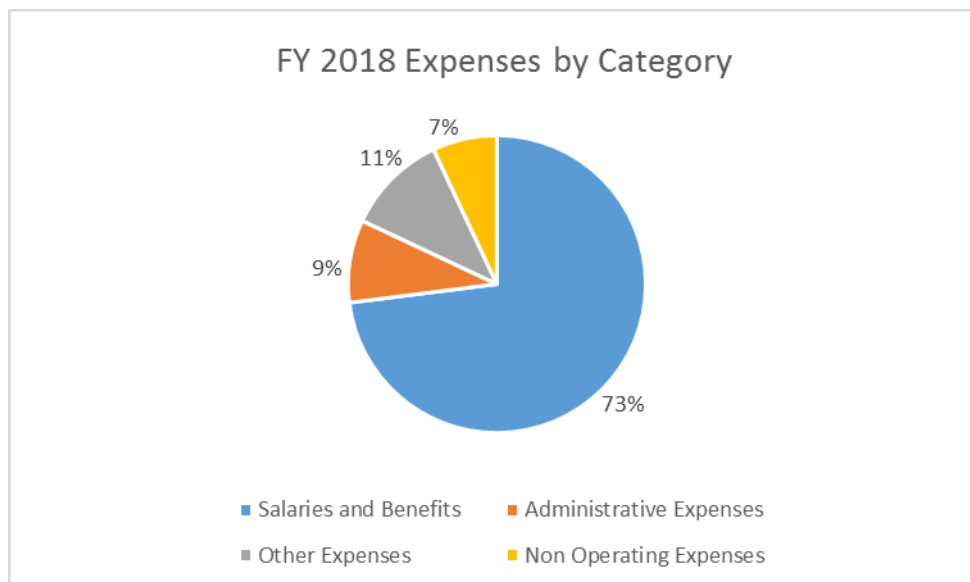
### ***Key Measurement Indicators:***

- Brand Recognition and Positive Feedback with the Community
- FY 2018 Budget and Revenue Projections
- Audit – minimize issues and exceptions
- Toll Collection Customer Service / Satisfaction
- Project Delivery On-Time and Within Budget

## Administration

### Summary of Expenses:

	FY 2016 Adopted Budget	FY 2017 Adopted Budget	FY 2018 Adopted Budget	Increase (Decrease)
Salaries and Benefits	\$ 963,368	\$ 1,019,492	\$ 1,009,186	-1.01%
Administrative Expenses	169,100	144,175	126,450	-12.29%
Operations and Maintenance	-	-	-	0.00%
Other Expenses	130,000	125,000	150,000	20.00%
Non Operating Expenses	65,000	100,000	100,000	0.00%
<b>Total Expenses</b>	<b>\$ 1,327,468</b>	<b>\$ 1,388,667</b>	<b>\$ 1,385,636</b>	<b>-0.22%</b>



### Authorized Personnel:

	Positions		
	FY 2016 Adopted	FY 2017 Adopted	FY 2018 Proposed
Executive Director	1	1	1
Deputy Executive Director	1	1	1
Executive Assistant	1	1	1
Receptionist	1	1	1
Intern*	<u>1</u>	<u>1</u>	<u>1</u>
<b>Total Positions - Administration</b>	<b>5</b>	<b>5</b>	<b>5</b>

\*Not Currently Filled

## Administration

**Central Texas Regional Mobility Authority**  
**Operating Budget - FY 2018**  
**Administration**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Salaries and Benefits</b>					
<b>Salaries &amp; Wages</b>					
Salary Expense-Regular	644,930	658,004	594,805	723,727	
Part Time Salary Expense	12,000	-	-	-	
Overtime Salary Expense	3,000	-	-	-	
Salary Reserve	40,000	-	-	-	
<b>Total Salaries</b>	<b>699,930</b>	<b>658,004</b>	<b>594,805</b>	<b>723,727</b>	<b>9.99%</b>
<b>Benefits</b>					
TCDRS	88,440	92,121	77,169	101,322	
FICA	23,013	21,861	19,877	23,219	
FICA MED	8,844	10,715	9,182	11,991	
Health Insurance Expense	44,042	53,447	43,136	55,228	
Life Insurance Expense	1,606	5,369	3,804	6,832	
Auto Allowance Expense	10,200	10,200	8,500	10,200	
Other Benefits	83,693	165,086	110,032	73,711	
<b>Total Benefits</b>	<b>259,838</b>	<b>358,798</b>	<b>271,702</b>	<b>282,504</b>	<b>-21.26%</b>
<b>Payroll Taxes</b>					
Unemployment Taxes	3,600	2,689	653	2,956	
<b>Total Payroll Taxes</b>	<b>3,600</b>	<b>2,689</b>	<b>653</b>	<b>2,956</b>	<b>9.91%</b>
<b>Total Salaries and Benefits</b>	<b>963,368</b>	<b>1,019,492</b>	<b>867,159</b>	<b>1,009,186</b>	<b>-1.01%</b>
<b>Administrative</b>					
<b>Administrative and Office Expenses</b>					
Human Resources	-	-	3,200	-	
IT Services	-	-	310	500	
Software Licenses	-	25	-	-	
Cell Phones	3,600	1,800	2,065	3,000	
Overnight Delivery Services	250	250	6	250	
Local Delivery Services	250	400	-	-	
Repair & Maintenance-General	1,000	1,000	1,736	2,500	
Meeting Facilities	250	1,000	-	-	
Meeting Expense	10,000	10,000	6,453	10,000	
Toll Tag Expense	250	250	-	-	
Parking	2,700	2,700	722	2,700	
Mileage Reimbursement	3,500	3,500	947	3,500	
<b>Total Administrative and Office Expenses</b>	<b>21,800</b>	<b>20,925</b>	<b>15,440</b>	<b>22,450</b>	<b>7.29%</b>
<b>Office Supplies</b>					
Books & Publications	500	-	164	500	
Office Supplies	-	10,000	6,780	10,000	
Computer Supplies	3,000	1,000	226	500	
Other Reports-Printing	-	5,000	-	-	
Office Supplies-Printed	500	-	304	-	
Misc Materials & Supplies	1,000	1,000	-	-	
Postage Expense	750	750	295	500	
<b>Total Office Supplies</b>	<b>5,750</b>	<b>17,750</b>	<b>7,769</b>	<b>11,500</b>	<b>-35.21%</b>

## Administration

**Central Texas Regional Mobility Authority**  
**Operating Budget - FY 2018**  
**Administration**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Communications and Public Relations</b>					
Research Services	50	-	-	-	
Advertising Expense	-	-	2,500	-	
Other Public Relations	25,000	-	-	-	
<b>Total Communications and Public Relations</b>	<b>25,050</b>	<b>-</b>	<b>2,500</b>	<b>-</b>	<b>0.00%</b>
<b>Employee Development</b>					
Subscriptions	500	500	-	-	
Memberships	28,500	40,000	31,793	42,000	
Continuing Education	-	5,000	-	5,000	
Professional Development	7,500	-	-	-	
Other Licenses	-	-	97	500	
Seminars and Conferences	20,000	20,000	6,965	10,000	
Travel	60,000	40,000	17,309	35,000	
<b>Total Employee Development</b>	<b>116,500</b>	<b>105,500</b>	<b>56,164</b>	<b>92,500</b>	<b>-12.32%</b>
<b>Total Administrative</b>	<b>169,100</b>	<b>144,175</b>	<b>81,873</b>	<b>126,450</b>	<b>-12.29%</b>
<b>Other Expenses</b>					
<b>Special Projects and Contingencies</b>					
Other Contractual Svcs	100,000	75,000	67,728	150,000	
Contingency	30,000	50,000	-	-	
<b>Total Special Projects and Contingencies</b>	<b>130,000</b>	<b>125,000</b>	<b>67,728</b>	<b>150,000</b>	<b>20.00%</b>
<b>Total Other Expenses</b>	<b>130,000</b>	<b>125,000</b>	<b>67,728</b>	<b>150,000</b>	<b>20.00%</b>
<b>Non Operating Expenses</b>					
Community Initiatives	65,000	100,000	28,500	100,000	
<b>Total Non Operating Expense</b>	<b>65,000</b>	<b>100,000</b>	<b>28,500</b>	<b>100,000</b>	<b>0.00%</b>
<b>Total Expenses</b>	<b>1,327,468</b>	<b>1,388,667</b>	<b>1,045,260</b>	<b>1,385,636</b>	<b>-0.22%</b>

## Finance

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The primary role of the Financial Services Department is to provide financial leadership and oversight of the Mobility Authority. Under the direction of the Chief Financial Officer (CFO), the department is responsible for recommending and communicating strategic financial planning to the Executive Director and Board of Directors. The financial services department provides all accounting, financial, budgeting and debt management activities for the Authority.

### ***Major Business Functions:***

Financing: Provide direction and leadership on all Mobility Authority project financing. Look for and research opportunities to capitalize on the ability to leverage market conditions for debt restructuring.

Budget: Develop, propose and manage the Authority's annual budget.

Accounting: Responsible for maintaining all accounting records including processing payroll, accounts payable, reconciling records and monthly and annual financial reporting. Provide all operating and capital project accounting. Assist external auditors with annual financial and compliance audits.

Treasury: Responsible for cash management and investment of all Authority funds. Work closely with Trustee to manage cash flow and invest funds in accordance with the Texas Public Funds Investment Act and the Authority's Investment Policy. Maintain close working relationship with bank providers.

Human Resources: Provide human resources support for Mobility Authority staff. Conduct annual salary survey for the comparison of Mobility Authority staff salaries to the marketplace.

### ***FY 2017 Highlights and Accomplishments:***

- Secured Refunding for select 2011 and 2013 subordinate lien revenue bonds within the parameters approved by Board action, achieving net present value savings of approximately \$15.0 million or 21.4%. *Strategic Initiative: Innovation*
- Received new rating on Senior and Subordinate Debt from HR Ratings, an international rating agency based in Mexico. *Strategic Initiative: Innovation*

## Finance

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### ***FY 2018 Overview and Goals:***

- Continue the development of new funding mechanisms for the Authority's projects. *Strategic Initiative: Innovation*
- Maintain and work to improve rating agencies ratings and reporting transparency and compliance. *Strategic Initiative: Innovation*

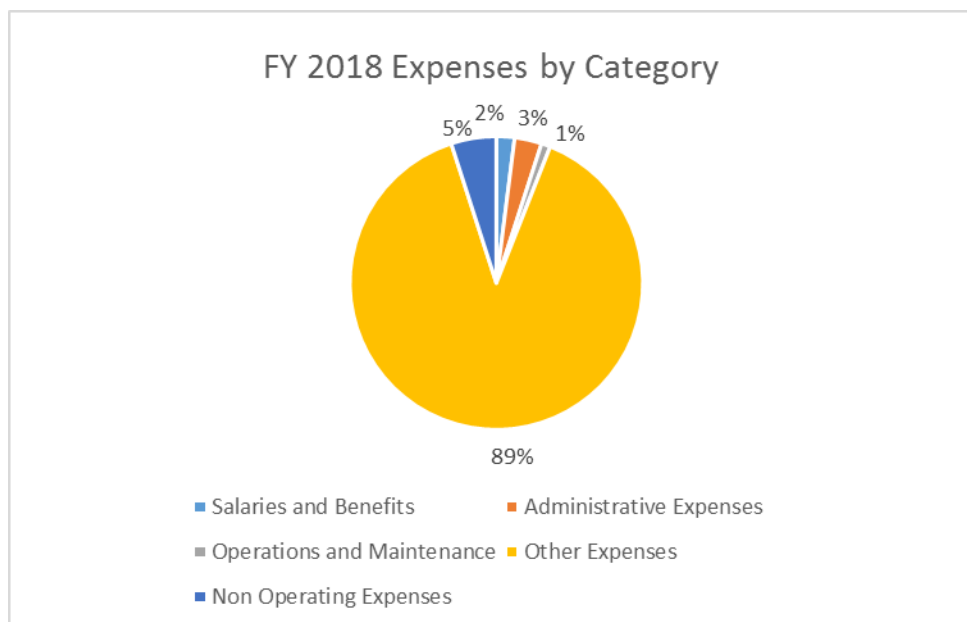
### ***Key Measurement Indicators:***

- Maintain Debt Service Coverage requirements.
- Maintain adequate unrestricted cash reserves to meet Board reserve policy.

## Finance

### Summary of Expenses:

	FY 2016 Adopted Budget	FY 2017 Adopted Budget	FY 2018 Adopted Budget	Increase (Decrease)
Salaries and Benefits	\$ 743,720	\$ 701,485	\$ 710,575	1.30%
Administrative Expenses	1,036,500	1,042,250	980,350	-5.94%
Operations and Maintenance	60,000	81,200	98,000	20.69%
Other Expenses	26,098,000	28,047,984	26,389,427	-5.91%
Non Operating Expenses	200,000	200,000	1,450,000	625.00%
<b>Total Expenses</b>	<b>\$ 28,138,220</b>	<b>\$ 30,072,919</b>	<b>\$ 29,628,352</b>	<b>-1.48%</b>



### Authorized Personnel:

	Positions		
	FY 2016 Adopted	FY 2017 Adopted	FY 2018 Proposed
CFO	1	1	1
Controller	1	1	1
Fiscal Analyst	1	1	1
Administrative Assistant - Shared	<u>0.5</u>	<u>0</u>	<u>0</u>
<b>Total Positions - Finance</b>	<b>3.5</b>	<b>3</b>	<b>3</b>

## Finance

**Central Texas Regional Mobility Authority**  
**Operating Budget - FY 2018**  
**Finance**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Salaries and Benefits</b>					
<b>Salaries &amp; Wages</b>					
Salary Expense-Regular	553,787	467,000	379,193	477,840	
Part Time Salary Expense	15,000	-	-	-	
Salary Reserve	-	80,000	-	80,000	
<b>Total Salaries</b>	<b>568,787</b>	<b>547,000</b>	<b>379,193</b>	<b>557,840</b>	<b>1.98%</b>
<b>Benefits</b>					
TCDRS	74,499	65,380	53,910	66,898	
FICA	20,889	18,042	15,329	19,400	
FICA MED	7,450	4,490	5,506	7,302	
Health Insurance Expense	34,806	37,957	36,451	45,810	
Life Insurance Expense	1,387	1,681	524	3,141	
Other Benefits	33,742	24,918	19,175	7,967	
<b>Total Benefits</b>	<b>172,773</b>	<b>152,468</b>	<b>130,895</b>	<b>150,518</b>	<b>-1.28%</b>
<b>Payroll Taxes</b>					
Unemployment Taxes	2,160	2,017	517	2,217	
<b>Total Payroll Taxes</b>	<b>2,160</b>	<b>2,017</b>	<b>517</b>	<b>2,217</b>	<b>9.91%</b>
<b>Total Salaries and Benefits</b>	<b>743,720</b>	<b>701,485</b>	<b>510,605</b>	<b>710,575</b>	<b>1.30%</b>
<b>Administrative</b>					
<b>Administrative and Office Expenses</b>					
Accounting	7,500	20,000	6,465	10,000	
Auditing	75,000	74,000	53,880	100,000	
Human Resources	50,000	30,000	10,895	15,000	
IT Services	1,000	25,000	4,691	10,000	
Internet	1,700	1,700	1,148	2,000	
Software Licenses	20,000	25,000	9,466	27,000	
Cell Phones	1,500	1,800	2,110	3,000	
Local Telephone Service	10,000	10,000	9,586	-	
Overnight Delivery Services	500	500	57	500	
Local Delivery Services	50	50	-	-	
Copy Machine	12,000	12,000	12,776	17,000	
Meeting Expense	1,000	750	133	500	
Toll Tag Expense	50	50	-	50	
Parking	500	500	213	500	
Mileage Reimbursement	500	500	225	500	
Insurance Expense	180,000	150,000	123,573	150,000	
Rent Expense	525,000	558,000	443,823	515,000	
<b>Total Administrative and Office Expenses</b>	<b>886,300</b>	<b>909,850</b>	<b>679,040</b>	<b>851,050</b>	<b>-6.46%</b>
<b>Office Supplies</b>					
Books & Publications	-	1,000	-	500	
Office Supplies	12,000	10,000	2,644	5,000	
Computer Supplies	12,000	10,000	602	5,000	
Copy Supplies	2,200	2,500	764	1,000	
Office Supplies-Printed	2,200	2,200	154	500	
Postage Expense	-	-	13	100	
<b>Total Office Supplies</b>	<b>28,400</b>	<b>25,700</b>	<b>4,178</b>	<b>12,100</b>	<b>-52.92%</b>



## Finance

**Central Texas Regional Mobility Authority**  
**Operating Budget - FY 2018**  
**Finance**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Communications and Public Relations</b>					
Other Communication Expenses	1,000	500	-	-	
<b>Total Communications and Public Relations</b>	<b>1,000</b>	<b>500</b>	<b>-</b>	<b>-</b>	<b>-100.00%</b>
<b>Employee Development</b>					
Subscriptions	500	2,000	388	500	
Memberships	600	500	849	1,000	
Continuing Education	2,000	1,000	135	1,000	
Professional Development	3,000	1,500	-	-	
Other Licenses	200	200	-	200	
Seminars and Conferences	7,500	5,000	880	5,000	
Travel	10,000	25,000	9,365	25,000	
<b>Total Employee Development</b>	<b>23,800</b>	<b>35,200</b>	<b>11,617</b>	<b>32,700</b>	<b>-7.10%</b>
<b>Financing and Banking Fees</b>					
Trustee Fees	16,000	15,000	19,773	30,000	
Bank Fee Expense	8,000	8,000	4,803	6,500	
Continuing Disclosure	10,000	10,000	-	10,000	
Arbitrage Rebate Calculation	8,000	8,000	6,455	8,000	
Loan Fee Expense	5,000	-	-	-	
Rating Agency Expense	50,000	30,000	15,000	30,000	
<b>Total Financing and Banking Fees</b>	<b>97,000</b>	<b>71,000</b>	<b>46,030</b>	<b>84,500</b>	<b>19.01%</b>
<b>Total Administrative</b>	<b>1,036,500</b>	<b>1,042,250</b>	<b>740,865</b>	<b>980,350</b>	<b>-5.94%</b>
<b>Operations and Maintenance</b>					
<b>Operations and Maintenance Consulting</b>					
Traffic and Revenue Consultant	60,000	80,000	68,937	95,000	
<b>Total Operations and Maintenance Consulting</b>	<b>60,000</b>	<b>80,000</b>	<b>68,937</b>	<b>95,000</b>	<b>18.75%</b>
<b>Toll Operations Expense</b>					
Refuse	-	-	240	500	
Electricity	-	1,200	1,734	2,500	
<b>Total Toll Operations</b>	<b>-</b>	<b>1,200</b>	<b>1,974</b>	<b>3,000</b>	<b>150.00%</b>
<b>Total Operations and Maintenance</b>	<b>60,000</b>	<b>81,200</b>	<b>70,912</b>	<b>98,000</b>	<b>20.69%</b>
<b>Other Expenses</b>					
<b>Special Projects and Contingencies</b>					
71E Net Revenue Payment to TxDOT	-	-	-	2,280,600	
Contingency	35,000	250,000	10,000	250,000	
<b>Total Special Projects and Contingencies</b>	<b>35,000</b>	<b>250,000</b>	<b>10,000</b>	<b>2,530,600</b>	<b>912.24%</b>
<b>Non Cash Expenses</b>					
Amortization Expense	275,000	383,230	319,836	385,000	
Amort Expense - Refund Savings	1,030,000	1,027,860	860,539	1,034,000	
Dep Exp- Furniture & Fixtures	5,000	2,207	2,043	2,620	
Dep Expense - Equipment	15,000	9,692	12,829	16,050	
Dep Expense - Autos & Trucks	10,000	6,406	8,762	19,312	
Dep Expense-Buildng & Toll Fac	200,000	177,115	147,596	177,115	
Dep Expense-Highways & Bridges	20,000,000	22,012,091	14,602,232	18,048,333	
Dep Expense-Communic Equip	250,000	196,115	163,429	196,115	
Dep Expense-Toll Equipment	3,000,000	2,756,238	2,296,865	2,756,238	
Dep Expense - Signs	350,000	325,893	271,578	325,900	
Dep Expense-Land Improvemts	900,000	884,934	737,445	884,934	
Depreciation Expense-Computers	28,000	16,203	11,505	13,210	
<b>Total Non Cash</b>	<b>26,063,000</b>	<b>27,797,984</b>	<b>19,434,657</b>	<b>23,858,827</b>	<b>-14.17%</b>

## Finance

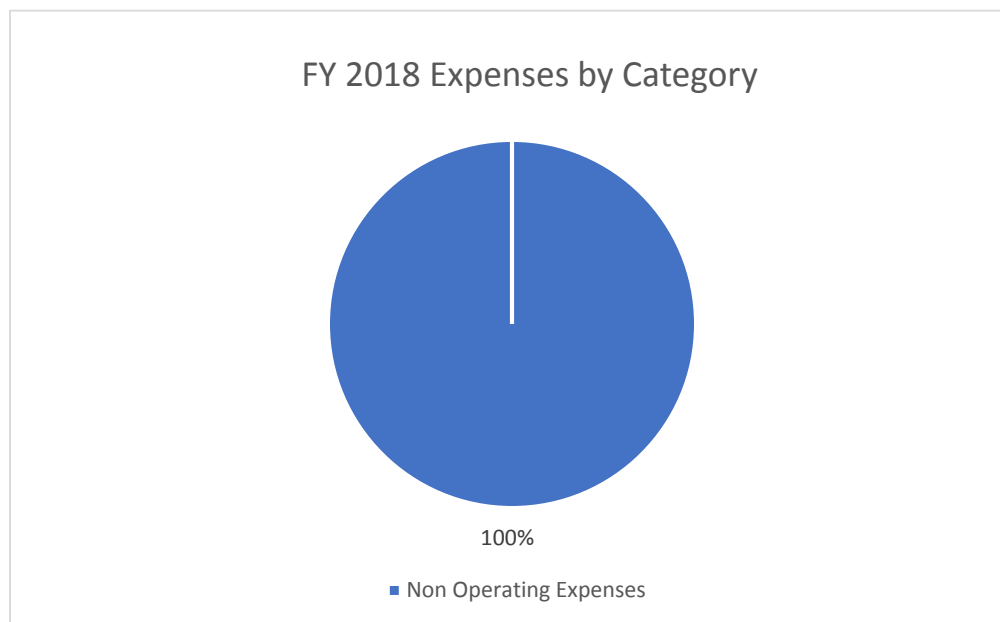
**Central Texas Regional Mobility Authority**  
**Operating Budget - FY 2018**  
**Finance**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Total Other Expenses</b>	26,098,000	28,047,984	19,444,657	26,389,427	-5.91%
<b>Non Operating Expenses</b>					
Bond issuance expense	200,000	200,000	1,120,704	1,450,000	
Total Non Operating Expense	200,000	200,000	1,120,704	1,450,000	625.00%
<b>Total Expenses</b>	<b>28,138,220</b>	<b>30,072,919</b>	<b>21,887,743</b>	<b>29,628,352</b>	<b>-1.48%</b>

## Debt

### Summary of Expenses:

	FY 2016 Adopted Budget	FY 2017 Adopted Budget	FY 2018 Adopted Budget	Increase (Decrease)
Salaries and Benefits	\$ -	\$ -	\$ -	0.00%
Administrative Expenses	-	-	-	0.00%
Operations and Maintenance	-	-	-	0.00%
Other Expenses	-	-	-	0.00%
Non Operating Expenses	44,660,046	42,813,675	38,074,354 *	-11.07%
<b>Total Expenses</b>	<b>\$ 44,660,046</b>	<b>\$ 42,813,675</b>	<b>\$ 38,074,354</b>	<b>-11.07%</b>



\*Lowered debt service due to debt refunding in June and August of 2016.

## Debt

**Central Texas Regional Mobility Authority**  
**Operating Budget - FY 2018**  
**Debt Service**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Non Operating Expenses</b>					
Interest Expense	44,660,046	42,813,675	26,182,827	38,074,354	
Total Non Operating Expense	44,660,046	42,813,675	26,182,827	38,074,354	-11.07%
<b>Total Expenses</b>	<b>44,660,046</b>	<b>42,813,675</b>	<b>26,182,827</b>	<b>38,074,354</b>	<b>-11.07%</b>

## Operations

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The Operations Department is responsible for all aspects of toll collection operations and toll systems maintenance; Roadway and Facility Maintenance; Traffic and Incident Management and Information Technology. The Operations Department aligns with many of the Mobility Authority's strategic goals and initiatives. These include regional mobility, economic vitality, sustainability and innovation. Operations also analyze future and current operational dynamics of roadway technology and driving movement to optimize efficiency.

### ***Major Business Functions:***

The department is comprised of four (4) major areas. These areas are described below.

Toll Collection & Violation Enforcement: Manage the contract that provides Pay-by-Mail processing, customer support and violation processing. Manage new toll collection system installation, oversee daily operation of the electronic toll collection systems operations. Monitor system performance and transaction reconciliation. Oversee system maintenance to ensure accuracy and dependability.

Information Technology: Ensure the integrity of the Mobility Authority's computers, storage, network and other physical devices, infrastructure and processes used to create, process, store, secure and exchange all forms of electronic data.

Road Maintenance: Define the appropriate levels of roadway maintenance that will drive the estimated maintenance costs for any given project. Assess roadway conditions and estimate maintenance cost needs for the next fiscal year. Provide oversight for all maintenance activities performed on Authority roadways or other assets. Perform activities required to keep spaces, structures, and infrastructures in proper working condition to prevent failure and degradation, including those related to campus and building maintenance for the Mobility Authority field office building.

Traffic & Incident Management: Coordinate the resources of partner agencies and private sector companies to detect, respond to, and clear traffic incidents as quickly as possible to reduce the impacts of incidents on safety and congestion, while protecting the safety of on-scene responders and the traveling public. Manage the third party Agreements that provide law enforcement services, courtesy patrol, traffic management and incident response for Mobility Authority facilities.

## Operations

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### ***FY 2017 Highlights and Accomplishments:***

- Established relationships with regional partners for incident management.
- Opened the CTRMA Traffic Management Center.
- Began process with TxDOT to interchange live camera feed as well as share live camera feeds with first responders.
- Created policies and procedures with our TMC to efficiently monitor, detect and report traffic incidents on Mobility Authority facilities.
- Implemented the Lowered Sign Initiative to prevent wrong way driving incidents on CTRMA facilities.
- Implemented limited maintenance on Mopac and SH 71.
- Began operations of north end north bound MoPac Express Lane.
- Successfully implemented “chat” as an additional customer service offering as part of our Pay-by-Mail program.
- Began collecting tolls for Phase I of the MoPac express lane in October 2016 and the 71 Toll lanes in February 2017.
- Deployed a new invoice format that resulted in a 15% increase in revenue collection at each stage of the billing process.
- Completed the redesign of the pay by mail website.
- Improved CTRMA’s information technology infrastructure.
- Achieved interoperability with Kansas.

### ***FY 2018 Overview and Goals:***

The Operations department’s primary goals include the successful installation and integration of the Mobility Authority’s toll projects and continued efforts to decrease costs through improvements to revenue collection techniques. To that end, the team has developed plans to:

- Continue the high level of maintenance that the public and CTRMA demands.
- Continue to work with regional partners to find ways to improve response and clearance times during incidents.
- Implement full maintenance coverage for MoPac and SH 71.
- Procure and implement an enhanced Pay By Mail back-office billing system.
- Begin toll collection and trip building for the remaining phases of the MoPac express lane project.
- Streamline enforcement processes to realize time efficiencies and increase revenue.
- Implement new retail payment offerings to provide additional opportunities for Authority customers to pay their tolls.

## Operations

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- Continuous improvement of the agency's information technology systems and assets.
- Integrate with other regional traffic management centers.
- Implement Southern States Interoperability.
- Enable existing technology to read all 3 tag protocols that will be used for national interoperability.

### ***Key Measurement Indicators:***

#### Toll Collection

- New toll and information technology installations
  - On time / on budget
  - Accuracy
- Kapsch toll system
  - Reconciliation of all transactions
  - Ability to meet performance requirements
- Customer service metrics
  - Average call wait times
  - Abandonment rate – calls dropped by customer
- Revenue collection metrics
  - Electronic toll collection penetration
  - Pay by mail payment rate
- Customer satisfaction metrics
  - Customer after-call survey scores
  - Escalations as a percentage of call volume

#### Traffic Management

- Periodic meetings and discussions (internal and with regional partners) on TMC performance
- System monitoring with multiple data sources for accuracy
- Incident response and clearance times
- Utilize features in software to track and report performance

#### Roadway Maintenance

- Ability to meet performance requirements of maintenance contract
- Appearance of facilities
- Ability to address customer concerns in a timely manner

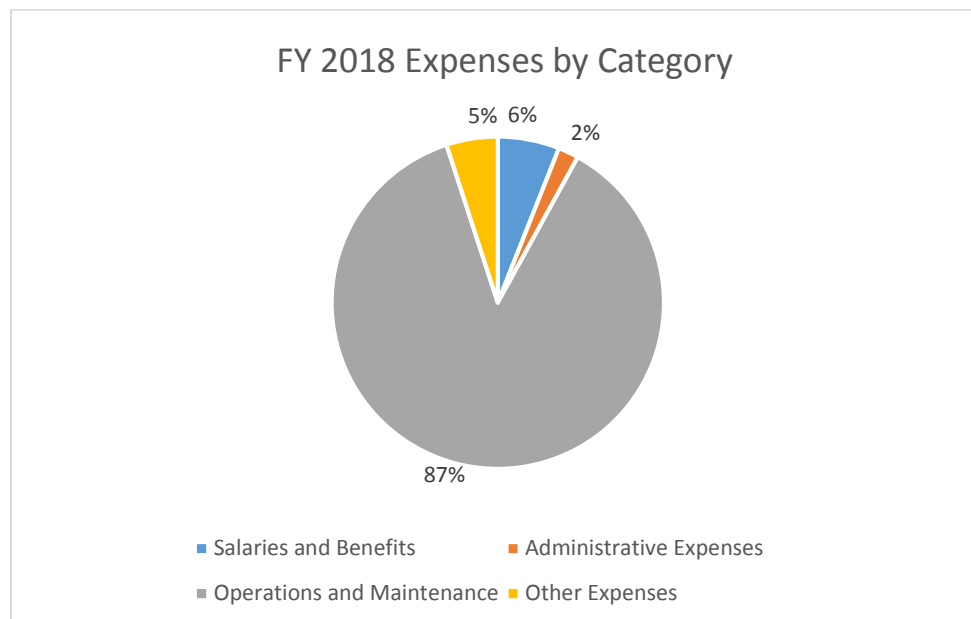
#### Information Technology (IT)

- Stakeholder satisfaction (administration, staff and consultants)
- Accuracy and security of toll and IT systems

## Operations

### Summary of Expenses:

	FY 2016 Adopted Budget	FY 2017 Adopted Budget	FY 2018 Adopted Budget	Increase (Decrease)
Salaries and Benefits	\$ 416,262	\$ 830,611	\$ 1,018,349	22.60%
Administrative Expenses	160,575	276,192	349,950	26.71%
Operations and Maintenance	10,055,409	13,320,878	14,239,207	6.89%
Other Expenses	1,730,000	855,000	833,000	-2.57%
Non Operating Expenses	-	-	-	0.00%
<b>Total Expenses</b>	<b>\$ 12,362,246</b>	<b>\$ 15,282,681</b>	<b>\$ 16,440,506</b>	<b>7.58%</b>



### Authorized Personnel:

	Positions		
	FY 2016 Adopted	FY 2017 Adopted	FY 2018 Proposed
Director of Operations	1	1	1
Assistant Director IT and Toll Systems	1	1	1
Toll Operations Manager	1	1	1
Traffic and Incident Management Manager	0	1	1
Roadway/Facilities Maintenance Manager	0	2	1
Roadway/Facilities Maintenance Specialist	0	0	1
Administrative Assistant III/Toll Specialist	1	1	1
Administrative Assistant - Shared	<u>0.5</u>	<u>0</u>	<u>0</u>
<b>Total Positions -Operations</b>	<b>4.5</b>	<b>7</b>	<b>7</b>



## Operations

**Central Texas Regional Mobility Authority**  
**Operating Budget - FY 2018**  
**Operations**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Salaries and Benefits</b>					
<b>Salaries &amp; Wages</b>					
Salary Expense-Regular	295,768	590,217	523,768	719,728	
<b>Total Salaries</b>	<b>295,768</b>	<b>590,217</b>	<b>523,768</b>	<b>719,728</b>	<b>21.94%</b>
<b>Benefits</b>					
TCDRS	42,886	82,630	75,207	100,762	
FICA	14,415	29,197	28,963	31,896	
FICA MED	4,289	6,828	7,704	10,436	
Health Insurance Expense	35,616	83,117	83,594	121,341	
Life Insurance Expense	799	2,125	938	7,110	
Other Benefits	20,329	32,463	23,169	21,905	
<b>Total Benefits</b>	<b>118,334</b>	<b>236,361</b>	<b>219,575</b>	<b>293,449</b>	<b>24.15%</b>
<b>Payroll Taxes</b>					
Unemployment Taxes	2,160	4,034	1,129	5,172	
<b>Total Payroll Taxes</b>	<b>2,160</b>	<b>4,034</b>	<b>1,129</b>	<b>5,172</b>	<b>28.22%</b>
<b>Total Salaries and Benefits</b>	<b>416,262</b>	<b>830,611</b>	<b>744,472</b>	<b>1,018,349</b>	<b>22.60%</b>
<b>Administrative</b>					
<b>Administrative and Office Expenses</b>					
IT Services	55,000	55,000	49,501	85,000	
Internet	-	-	130	-	
Software Licenses	55,400	30,000	52,134	22,000	
Cell Phones	1,800	6,142	5,055	6,500	
Local Telephone Service	3,000	2,000	3,271	2,000	
Repair & Maintenance-General	-	-	294	-	
Meeting Expense	1,000	1,500	355	-	
Toll Tag Expense	300	500	1,024	2,000	
Parking	75	50	1	50	
Mileage Reimbursement	1,500	3,000	2,495	4,000	
Legal - Toll Enforcement	-	-	1,710	-	
<b>Total Administrative and Office Expenses</b>	<b>118,075</b>	<b>98,192</b>	<b>117,680</b>	<b>121,550</b>	<b>23.79%</b>
<b>Office Supplies</b>					
Office Supplies	-	1,000	4,316	2,500	
Computer Supplies	3,000	5,000	10,385	36,000	
Other Reports-Printing	-	-	119	-	
Office Supplies-Printed	-	-	154	-	
Misc Materials & Supplies	2,000	2,500	1,098	2,500	
Postage Expense	-	-	30	100	
<b>Total Office Supplies</b>	<b>5,000</b>	<b>8,500</b>	<b>16,102</b>	<b>41,100</b>	<b>383.53%</b>
<b>Communications and Public Relations</b>					
Website Maintenance	-	130,000	57,385	130,000	
Advertising Expense	5,200	10,400	-	10,000	
Direct Mail	-	-	-	10,000	
Video Production	-	-	-	6,000	
Promotional Items	7,500	-	-	-	
Direct Mail Printing	6,300	6,300	-	6,500	
Other Communication Expenses	500	500	-	500	
<b>Total Communications and Public Relations</b>	<b>19,500</b>	<b>147,200</b>	<b>57,385</b>	<b>163,000</b>	<b>10.73%</b>

## Operations

**Central Texas Regional Mobility Authority**  
**Operating Budget - FY 2018**  
**Operations**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Employee Development</b>					
Memberships	5,000	5,000	2,595	5,000	
Continuing Education	1,500	2,500	-	2,500	
Professional Development	1,500	1,500	-	1,500	
Other Licenses	-	300	-	300	
Seminars and Conferences	3,000	4,000	2,994	5,000	
Travel	7,000	9,000	6,791	10,000	
<b>Total Employee Development</b>	<b>18,000</b>	<b>22,300</b>	<b>12,380</b>	<b>24,300</b>	<b>8.97%</b>
<b>Total Administrative</b>	<b>160,575</b>	<b>276,192</b>	<b>203,547</b>	<b>349,950</b>	<b>26.71%</b>
<b>Operations and Maintenance</b>					
<b>Operations and Maintenance Consulting</b>					
GEC-Toll Ops Support	20,000	-	-	-	
GEC 3.1 Operations Center Support	-	25,000	2,327	10,000	
GEC 3.2 Toll Operations Support	-	10,000	-	10,000	
GEC 4.3 Maintenance Contract Support/Oversight	-	100,000	-	100,000	
General System Consultant	175,000	70,000	85,511	170,000	
<b>Total Operations and Maintenance Consulting</b>	<b>195,000</b>	<b>205,000</b>	<b>87,838</b>	<b>290,000</b>	<b>41.46%</b>
<b>Road Operations and Maintenance</b>					
Roadway Maintenance	-	4,871,600	2,507,787	5,007,401	
Signal & Illumination Maint	-	-	25,041	-	
Maintenance Supplies-Roadway	-	-	396	500	
Tools & Equipment Expense	-	-	22	500	
Gasoline	-	-	4,413	10,000	
Repair & Maintenance-Vehicles	-	-	1,510	2,000	
Electricity - Roadways	160,000	180,000	124,961	200,000	
<b>Total Road Operations and Maintenance</b>	<b>160,000</b>	<b>5,051,600</b>	<b>2,664,130</b>	<b>5,220,401</b>	<b>3.34%</b>
<b>Toll Processing and Collection Expense</b>					
Image Processing	4,527,740	2,300,000	1,161,644	1,563,594	
Tag Collection Fees	2,823,744	3,240,000	3,015,537	4,100,826	
Court Enforcement Costs	30,000	40,000	11,416	40,000	
DMV Lookup Fees	4,000	5,000	397	1,000	
<b>Total Toll Processing and Collections</b>	<b>7,385,484</b>	<b>5,585,000</b>	<b>4,188,993</b>	<b>5,705,420</b>	<b>2.16%</b>

## Operations

**Central Texas Regional Mobility Authority**  
**Operating Budget - FY 2018**  
**Operations**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Toll Operations Expense</b>					
Facility maintenance	-	-	30	-	
Generator Maintenance	10,000	-	-	-	
Generator Fuel	6,000	6,000	58	5,000	
Fire and Burglar Alarm	500	500	276	500	
Elevator Maintenance	2,800	3,000	-	-	
Refuse	800	1,200	941	1,200	
Pest Control	1,600	1,600	-	-	
Custodial	2,000	2,500	-	-	
Telecommunications	80,000	90,000	43,971	120,000	
Water	8,000	10,500	12,193	22,000	
ETC spare parts expense	-	1,600	-	20,000	
Repair & Maintenance Toll Equip	500,000	275,000	11,928	5,000	
Law Enforcement	265,225	273,182	182,856	275,000	
ETC Maintenance Contract	1,368,000	1,755,098	966,626	1,755,098	
ETC Toll Management Center System Operation	-	49,098	73,647	294,588	
ETC Development	-	-	-	500,000	
ETC Testing	70,000	10,000	-	25,000	
<b>Total Toll Operations</b>	<b>2,314,925</b>	<b>2,479,278</b>	<b>1,292,527</b>	<b>3,023,386</b>	<b>21.95%</b>
<b>Total Operations and Maintenance</b>	<b>10,055,409</b>	<b>13,320,878</b>	<b>8,233,488</b>	<b>14,239,207</b>	<b>6.89%</b>
<b>Other Expenses</b>					
<b>Special Projects and Contingencies</b>					
HERO	1,400,000	700,000	914,213	720,000	
Special Projects	200,000	125,000	12,027	113,000	
Other Contractual Svcs	30,000	30,000	-	-	
Contingency	100,000	-	578	-	
<b>Total Special Projects and Contingencies</b>	<b>1,730,000</b>	<b>855,000</b>	<b>926,818</b>	<b>833,000</b>	<b>-2.57%</b>
<b>Total Other Expenses</b>	<b>1,730,000</b>	<b>855,000</b>	<b>926,818</b>	<b>833,000</b>	<b>-2.57%</b>
<b>Total Expenses</b>	<b>12,362,246</b>	<b>15,282,681</b>	<b>10,108,326</b>	<b>16,440,506</b>	<b>7.58%</b>

## Communications

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The primary role of the Communications Department is the development and facilitation of programs that advance the mission of the agency through strategic interaction with customers, stakeholders, state legislators and the media. These efforts are classified into four general areas of specialization that include public relations and communication, community development and outreach, government relations, and marketing.

### ***Major Business Functions:***

**Public Relations and Communications:** The business function of public relations involves the strategic communications process that builds mutually beneficial relationships between the Mobility Authority and its constituents. Constituents include customers, strategic partners, governmental organizations, community and civic groups, citizens as well as the general public. Activities include key message development, media relations, development of communication tools such as publications, presentations, collateral material, videos, websites, and social media to inform and educate customers and stakeholders about the transportation issues in the region and the work of the Mobility Authority to help relieve those.

**Community Development and Outreach/Government Relations:** Provide public outreach direction and support using the “Bleiker” approach on all Mobility Authority projects under development and in operation, represent the agency’s interests in these projects and maintain working relationships with all stakeholders including government entities, neighborhoods, community organizations and the general public. Bleiker is a systematic approach to develop informed consent and manage diverse interests through the community outreach process with constituents and key stakeholders, in order to achieve project goals.

**Marketing:** Activities in the marketing area revolve primarily around the strategic communication of the Mobility Authority and its facilities including 183A Toll, 290 Toll, 71 Toll and the full opening of the MoPac Express Lane. Activities include the education of the public on the Pay-By-Mail process as well as the benefits and cost savings of electronic tags. In addition, efforts also include the communications support of ongoing projects and activities such as Environmental Studies and projects under construction.

### ***FY 2017 Highlights and Accomplishments:***

- Evolved Annual Report to deliver a more modern, engaging and useful tool. Further developed digital format to maximize access and increase readership.
- Elevated public involvement across all projects to galvanize community relationships and become a true, proactive resource for elected officials, neighbors

## Communications

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- and commuters. This includes extensive construction communications, neighborhood meetings, enhanced printed materials and robust project websites.
- Revitalized Mobility Matters, a previously underutilized blog on our website that promotes our Executive Director, his leadership, and our Agency's critical role in the mobility conversation in Central Texas and beyond.
  - Developed and implemented a comprehensive social strategy that utilizes all channels (Facebook, Instagram, Twitter, ctrma.org) to maintain a real and relevant conversation with our followers. Increased followers and engagement across the board.
  - Launched a new Agency website after a full year of research and development. New site reflects an updated look and feel to the Agency's POV - clean, informative, transparent, engaging, contemporary.
  - Introduced the Good Neighbor program as part of a commitment to support the businesses impacted along the 183 S corridor during construction. This newly launched incentive program has been incredibly well-received by the project team, the construction team and participating businesses.
  - Conducted "Quality of Life" qualitative research in Austin, Raleigh-Durham and Denver to understand and compare the impact our mobility challenges are having on Central Texas.
  - Provided ongoing communications support and crisis communications for the construction MoPac Improvement Project, 183 South, 183 N and SH 45SW Projects.
  - Conducted media relations outreach with targeted print, online and broadcast journalists, editors, managers and publishers to create mutually beneficial relationships and educate the media and the public about regional mobility initiatives as well as establish an executive voice for the Mobility Authority as a trusted and innovative transportation leader. Made substantial progress with local media outlets and plan to continue educating the public on transportation solutions and the Mobility Authority's role as a leader in regional mobility innovation.
  - Worked in partnership with TxDOT to plan and execute a successful transition from substantial completion/ribbon-cutting to open and operational for 71 Toll.
  - Developed "Friday missives" as an internal knowledge share to insure cross-agency communication and collaboration.
  - Hosted legislative lunch and learn to kick off the 85<sup>th</sup> Texas Legislature. Provided overview on the CTRMA, its current projects and future initiatives, as well as a comprehensive FAQ resource.

## Communications

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### ***FY 2018 Overview and Goals:***

- Coordinate communications and comprehensive, effective public outreach for the development phase for 183A Phase III, MoPac South and Oak Hill Parkway. *Strategic Initiatives: Communities, Best Practices, Regional Approach*
- Remain a valuable resource on regional mobility issues and a steadfast advocate for short- and long-term transportation solutions. Our communication strategy will provide a mechanism for keeping Central Texans informed of the latest in transportation technology and solutions that will help relieve congestion and improve quality of life. *Strategic Initiatives: Innovation, Regional Approach, Beyond Roads*
- Continue to implement programs designed to maintain positive relationship with community leaders, drivers, and neighbors regarding construction activities for the MoPac Improvement Project and 183 South Project. Implement educational and outreach activities related to opening and operation of the MoPac North Express Lanes. *Strategic Initiatives: Community, Transparency, Best Practices*
- Continue community outreach program for construction projects such as the MoPac Improvement, SH45SW and 183 South. The outreach program includes activities designed to establish positive relationships with community leaders, drivers and nearby stakeholders/residents. Our outreach strategy will result in faster, more robust responses to community/key stakeholder requests/inquiries and ensure that we keep the public informed. *Strategic Initiatives: Community, Transparency, Best Practices*
- Identify opportunities to enhance awareness of the Mobility Authority and our commitment to safety on existing roadways (signage, customer appreciation activities, etc.). *Strategic Initiatives: Best Practices, Innovation, Beyond Roads*
- Enhance Board communications per annual retreat feedback. Maintain meeting materials and presentations to assure Board Members are fully prepped for each meeting. *Strategic Initiatives: Transparency, Best Practices*
- Implement comprehensive and coordinated educational initiative to educate the public about the full opening of the MoPac Express Lane, including a weekly video series aimed at answering key questions and providing construction updates. *Strategic Initiatives: Community, Transparency, Regional Approach*
- Launch the “It’s Time” multi-media (videos, podcasts, Day Tripper partnership, Radio, Statesman, editorial, social media) quality of life campaign to position CTRMA as thought leaders in innovative transportation solutions, help educate the Central Texas community of who CTRMA is and how we plan to help relieve congestion in the region and improve overall quality of life for Central Texans. *Strategic Initiatives: Innovation, Community, Regional Approach*

## Communications

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- Actively participate in the development of a true region-wide Commute Solutions program (initiated by the re-launch of the website). *Strategic Initiatives: Regional Approach, Beyond Roads, Sustainability, Innovation, Community*
- Monitor and develop tools to increase TxTAG penetration on facilities.

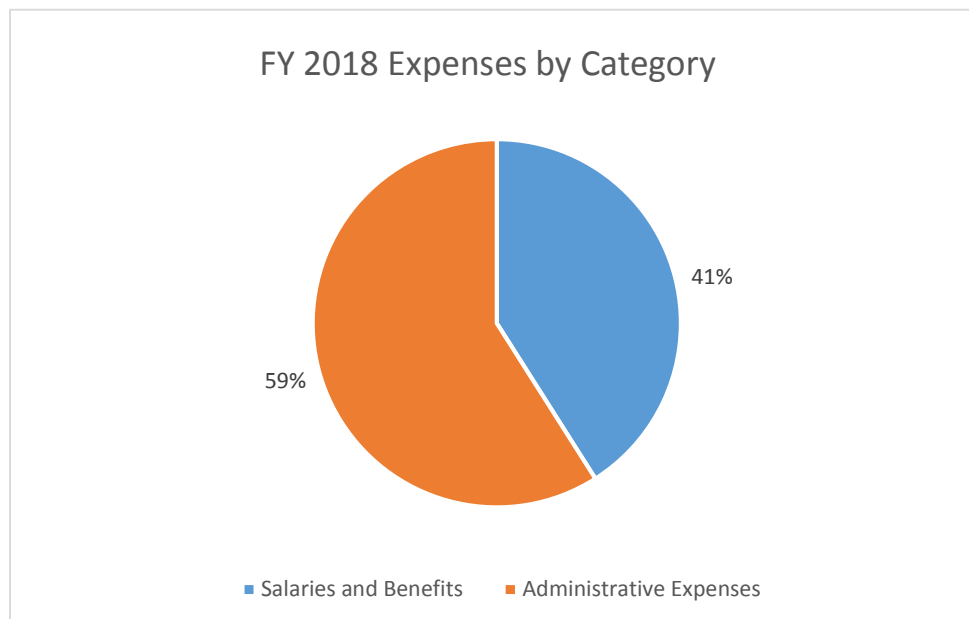
### **Key Measurement Indicators:**

- Increase Mobility Authority and individual project website visitors and time spent on site – establish benchmarks and track monthly.
- Increase customer satisfaction by maintaining up-to-date, easy-to-understand relevant information on our website.
- Respond to all public inquiries within a reasonable time frame with well thought out, informative responses specific to their questions.
- Increase social media followers, likes and brand ambassadors that can help inform and discuss the positive things that the Mobility Authority is doing in the region – establish benchmarks and track monthly.
- Increase awareness for CTRMA and positive perception – establish benchmarks as part of the research and track after brand messaging is initiated.
- Develop and adhere to a crisis communications plan and process.
- Establish and continue elected official/key stakeholder outreach regarding key mobility issues in the region.
- Increase engagement (open rate, click-through rate, sharing, positive responses) with Mobility Matters (bi-monthly blog) and Expressway News (bi-monthly newsletter).
- Track and report quarterly on earned media.
- Working with Ops to overhaul billing communications – track success through customer feedback.
- Partner to establish and execute communications strategy for Mobility Authority programs such as Green Roads, Commute Solutions, and the Workforce Program.
- Conduct Stakeholder/Community Meetings.
- Conduct Open Houses/Workshops.
- Plan and execute monthly staff meetings and initiative and establish cross department training program.

## Communications

### Summary of Expenses:

	FY 2016 Adopted Budget	FY 2017 Adopted Budget	FY 2018 Adopted Budget	Increase (Decrease)
Salaries and Benefits	\$ 395,878	\$ 520,238	\$ 726,269	39.60%
Administrative Expenses	789,300	1,230,000	1,043,100	-15.20%
Operations and Maintenance	-	-	4,200	0.00%
Other Expenses	-	-	-	0.00%
Non Operating Expenses	-	-	-	0.00%
<b>Total Expenses</b>	<b>\$ 1,185,178</b>	<b>\$ 1,750,238</b>	<b>\$ 1,773,569</b>	<b>1.33%</b>



### Authorized Personnel:

	Positions		
	FY 2016 Adopted	FY 2017 Adopted	FY 2018 Proposed
Director of External Affairs	1	1	1
Director Community Relations	1	1	1
Community Relations Manager	1	1	1
Communications Specialist	0	1	1
Public Involvement Manager	1	0	0
Intern**	<u>1</u>	<u>0</u>	<u>0</u>
<b>Total Positions - Communications</b>	<b>5</b>	<b>4</b>	<b>4</b>

\*\*Not Filled



## Communications

**Central Texas Regional Mobility Authority**  
**Operating Budget - FY 2018**  
**Communications**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Salaries and Benefits</b>					
<b>Salaries &amp; Wages</b>					
Salary Expense-Regular	312,251	382,594	325,735	543,670	
Part Time Salary Expense	9,000	-	-	-	
<b>Total Salaries</b>	<b>321,251</b>	<b>382,594</b>	<b>325,735</b>	<b>543,670</b>	<b>42.10%</b>
<b>Benefits</b>					
TCDRS	23,526	53,563	45,953	76,114	
FICA	10,060	20,832	15,359	27,416	
FICA MED	2,353	4,353	4,724	7,883	
Health Insurance Expense	25,206	53,346	46,963	54,332	
Life Insurance Expense	438	1,377	474	3,788	
Other Benefits	11,604	2,156	6,265	10,110	
<b>Total Benefits</b>	<b>73,187</b>	<b>135,627</b>	<b>119,737</b>	<b>179,643</b>	<b>32.45%</b>
<b>Payroll Taxes</b>					
Unemployment Taxes	1,440	2,017	513	2,956	
<b>Total Payroll Taxes</b>	<b>1,440</b>	<b>2,017</b>	<b>513</b>	<b>2,956</b>	<b>46.54%</b>
<b>Total Salaries and Benefits</b>	<b>395,878</b>	<b>520,238</b>	<b>445,986</b>	<b>726,269</b>	<b>39.60%</b>
<b>Administrative</b>					
<b>Administrative and Office Expenses</b>					
Software Licenses	-	-	-	100	
Cell Phones	600	1,800	1,571	2,400	
Local Telephone Service	-	-	90	-	
Local Delivery Services	500	500	-	500	
Community Meeting/ Events	2,000	2,000	-	2,000	
Meeting Expense	500	500	273	2,000	
Public Notices	2,000	2,000	-	-	
Toll Tag Expense	100	100	-	100	
Parking	-	-	193	500	
Mileage Reimbursement	1,000	1,000	-	1,000	
<b>Total Administrative and Office Expenses</b>	<b>6,700</b>	<b>7,900</b>	<b>2,128</b>	<b>8,600</b>	<b>8.86%</b>
<b>Office Supplies</b>					
Books & Publications	150	150	-	-	
Office Supplies	-	-	153	400	
Computer Supplies	-	-	239	300	
Other Reports-Printing	13,000	5,000	5,935	8,000	
Postage Expense	5,000	5,000	-	100	
<b>Total Office Supplies</b>	<b>18,150</b>	<b>10,150</b>	<b>6,327</b>	<b>8,800</b>	<b>-13.30%</b>

## Communications

**Central Texas Regional Mobility Authority**  
**Operating Budget - FY 2018**  
**Communications**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Communications and Public Relations</b>					
Graphic Design Services	50,000	75,000	6,625	35,000	
Website Maintenance	100,000	10,000	46,885	-	
Research Services	50,000	105,000	87,828	110,000	
Communications and Marketing	250,000	469,900	282,751	400,000	
Advertising Expense	220,000	325,100	157,251	320,000	
Direct Mail	10,000	10,000	-	-	
Video Production	20,000	35,000	8,820	25,000	
Photography	10,000	10,000	2,066	10,000	
Radio	10,000	10,000	-	10,000	
Other Public Relations	2,500	125,000	5,000	20,000	
Promotional Items	10,000	10,000	972	20,000	
Displays	5,000	5,000	-	5,000	
Annual Report printing	14,000	5,000	-	-	
Direct Mail Printing	5,000	5,000	-	-	
Other Communication Expenses	-	-	2,426	50,000	
<b>Total Communications and Public Relations</b>	<b>756,500</b>	<b>1,200,000</b>	<b>600,625</b>	<b>1,005,000</b>	<b>-16.25%</b>
<b>Employee Development</b>					
Subscriptions	500	500	325	700	
Memberships	1,000	1,000	-	1,000	
Continuing Education	250	250	-	-	
Professional Development	200	200	-	-	
Seminars and Conferences	3,000	5,000	7,230	9,500	
Travel	3,000	5,000	8,420	9,500	
<b>Total Employee Development</b>	<b>7,950</b>	<b>11,950</b>	<b>15,975</b>	<b>20,700</b>	<b>73.22%</b>
<b>Total Administrative</b>	<b>789,300</b>	<b>1,230,000</b>	<b>625,053</b>	<b>1,043,100</b>	<b>-15.20%</b>
<b>Operations and Maintenance</b>					
<b>Road Operations and Maintenance</b>					
Gasoline	-	-	-	2,700	
Repair & Maintenance-Vehicles	-	-	-	1,500	
<b>Total Road Operations and Maintenance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,200</b>	<b>0.00%</b>
<b>Total Operations and Maintenance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,200</b>	<b>0.00%</b>
<b>Total Expenses</b>	<b>1,185,178</b>	<b>1,750,238</b>	<b>1,071,039</b>	<b>1,773,569</b>	<b>1.33%</b>

## Legal Services

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The Law Department exists to provide trusted legal advice and counsel to support and advance the mission of the Mobility Authority. The General Counsel and Legal Assistant work with the Board of Directors, the Executive Director, staff, and consultants to anticipate, identify, consider, and respond to legal issues. The Law Department provides information, advice, and guidance on compliance with applicable laws and represents the Authority's interests in its relationships with customers, other agencies, consultants, vendors, and the public. The Law Department coordinates and collaborates with outside counsel to provide resources and expertise to support the Mobility Authority's projects, programs, and operations.

### ***Major Business Functions:***

- Identify, research, and advise the Board, Executive Director, and staff on legal issues that arise in connection with Mobility Authority operations and functions.
- Ensure that the Board and management receive timely, sound legal advice concerning compliance with laws and regulations.
- Coordinate, review, and prepare the agenda and backup materials for Board meetings.
- Draft, review, and advise on documents that implement Mobility Authority programs and operations, including:
  - Resolutions and policy code provisions enacted by the Board;
  - Procurement documents such as bid solicitations, requests for information, requests for qualifications, requests for proposals, and other related documents;
  - Contracts with vendors and interlocal agreements other government agencies;
  - Documents required by open government and ethics laws, including responses to requests for public information and disclosures of conflicts of interest and personal financial information.
- Advise on the implementation, construction, and application of existing agreements and legal issues that may arise under those agreements.
- Collaborate with Mobility Authority staff and court officials in Williamson and Travis Counties to continuously improve toll collection and enforcement practices and strategies.
- Assist in managing Mobility Authority records and document retention systems to ensure compliance with legal requirements and best practices.
- Manage the appropriate, efficient use of resources and expertise for legal services provided by outside counsel.

## Legal Services

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### ***FY 2017 Highlights and Accomplishments:***

- Supported the Executive Director, lobby team, and Mobility Authority staff in identifying legislative priorities, preparing educational materials, and responding to questions and issues raised during the 85<sup>th</sup> Legislature that could affect the Mobility Authority.
- Provided legal oversight and advice for development of the 45SW project and managed the related litigation.
- Eliminated the escheatment backlog and filed all required reports with the Texas Comptroller.
- Developed TxDOT compliance policy and conducted Board member ethics training.
- Implemented an Open Records tracking and response management plan.
- Created forms and document templates to increase efficiency and best practices in Mobility Authority agenda preparation processes.
- Coordinated with Travis County Justice of the Peace Precinct 2 in preparation for future toll violator cases.

### ***FY 2018 Overview and Goals:***

- Continue to manage and provide legal support for Mobility Authority governance, projects, and operations.
- Continue to create and revise document templates for contracting and agenda preparation processes.
- Provide support and focus strategies and procedures to improve toll collections by implementing creative enforcement strategies and methods authorized by state law, including procedures authorized by newly enacted state legislation.
- Continue to review, analyze, and recommend Policy Code revisions to comply with evolving legal requirements and best practices, and to provide necessary or desirable improvements.
- Research and possibly implement an improved document management application for housing Mobility Authority documents to complement other department applications.
- Develop policies and procedures for addressing habitual toll violators.
- Staff compliance training including employment policies, agency ethics, open meetings and open records.

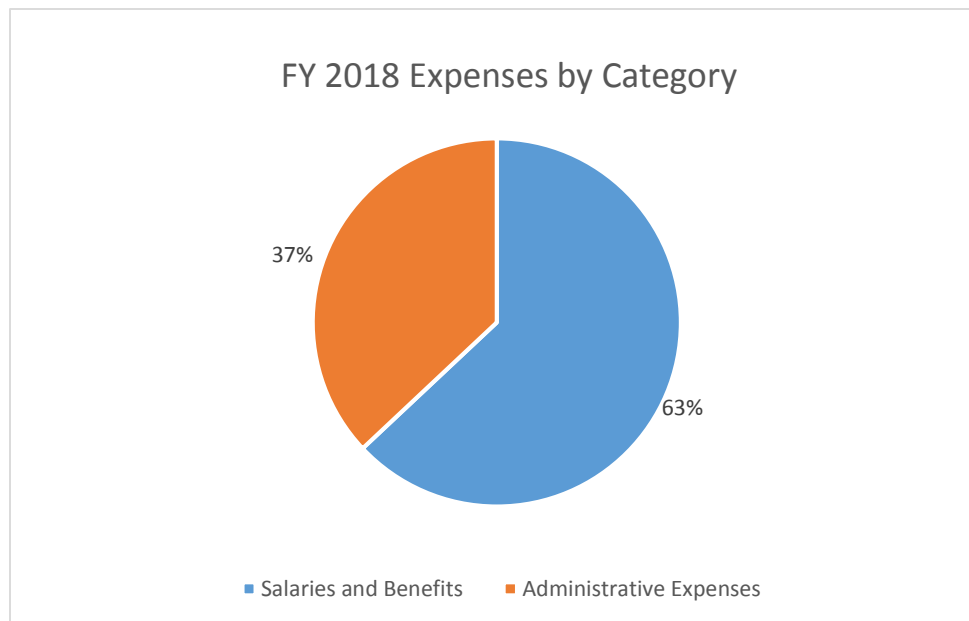
### ***Key Measurement Indicators:***

- Meet applicable deadlines for requests for public information.
- Meet applicable requirements for open meetings.
- Conduct periodic ethics training.

## Legal Services

### Summary of Expenses:

	FY 2016 Adopted Budget	FY 2017 Adopted Budget	FY 2018 Adopted Budget	Increase (Decrease)
Salaries and Benefits	\$ 321,684	\$ 319,726	\$ 588,591	84.09%
Administrative Expenses	245,100	562,700	339,900	-39.59%
Operations and Maintenance	-	-	-	0.00%
Other Expenses	-	-	-	0.00%
Non Operating Expenses	-	-	-	0.00%
<b>Total Expenses</b>	<b>\$ 566,784</b>	<b>\$ 882,426</b>	<b>\$ 928,491</b>	<b>5.22%</b>



### Authorized Personnel:

	Positions		
	FY 2016 Adopted	FY 2017 Adopted	FY 2018 Proposed
Legal Counsel	1	1	1
Legal Assistant/Records Manager	1	1	1
TBD	<u>0</u>	<u>0</u>	<u>2</u>
<b>Total Positions - Legal</b>	<b>2</b>	<b>2</b>	<b>4</b>

## Legal Services

**Central Texas Regional Mobility Authority**  
**Operating Budget - FY 2018**  
**Legal**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Salaries and Benefits</b>					
<b>Salaries &amp; Wages</b>					
Salary Expense-Regular	232,897	242,050	231,413	435,665	
<b>Total Salaries</b>	<b>232,897</b>	<b>242,050</b>	<b>231,413</b>	<b>435,665</b>	<b>79.99%</b>
<b>Benefits</b>					
TCDRS	33,770	33,887	32,634	60,993	
FICA	10,926	10,416	8,878	23,895	
FICA MED	3,377	2,436	3,332	6,317	
Health Insurance Expense	23,185	15,474	14,120	37,464	
Life Insurance Expense	629	1,357	332	2,563	
Other Benefits	15,460	12,761	22,403	19,476	
<b>Total Benefits</b>	<b>87,347</b>	<b>76,331</b>	<b>81,698</b>	<b>150,709</b>	<b>97.44%</b>
<b>Payroll Taxes</b>					
Unemployment Taxes	1,440	1,345	342	2,217	
<b>Total Payroll Taxes</b>	<b>1,440</b>	<b>1,345</b>	<b>342</b>	<b>2,217</b>	<b>64.86%</b>
<b>Total Salaries and Benefits</b>	<b>321,684</b>	<b>319,726</b>	<b>313,454</b>	<b>588,591</b>	<b>84.09%</b>
<b>Administrative</b>					
<b>Administrative and Office Expenses</b>					
IT Services	8,000	8,000	5,793	8,000	
Internet	-	-	723	300	
Software Licenses	700	700	-	700	
Cell Phones	600	1,200	775	1,200	
Overnight Delivery Services	100	100	-	100	
Local Delivery Services	100	100	-	100	
Meeting Expense	2,000	2,000	37	2,000	
Public Notices	-	-	25	100	
Parking	100	100	13	100	
Mileage Reimbursement	100	200	43	200	
<b>Total Legal</b>	<b>220,000</b>	<b>525,000</b>	<b>40,162</b>	<b>288,000</b>	
<b>Total Administrative and Office Expenses</b>	<b>231,700</b>	<b>537,400</b>	<b>47,571</b>	<b>300,800</b>	<b>-44.03%</b>
<b>Office Supplies</b>					
Books & Publications	5,300	5,000	566	5,000	
Office Supplies	-	-	190	1,000	
Computer Supplies	700	1,000	-	5,000	
Postage Expense	100	100	20	100	
<b>Total Office Supplies</b>	<b>6,100</b>	<b>6,100</b>	<b>775</b>	<b>11,100</b>	<b>81.97%</b>
<b>Communications and Public Relations</b>					
Photography	-	-	319	500	
<b>Total Communications and Public Relations</b>	<b>-</b>	<b>-</b>	<b>319</b>	<b>500</b>	<b>0.00%</b>
<b>Employee Development</b>					
Subscriptions	-	200	754	1,500	
Memberships	2,000	4,000	375	2,000	
Continuing Education	800	3,000	-	2,000	
Professional Development	-	3,000	-	2,000	
Seminars and Conferences	2,500	5,000	1,650	10,000	
Travel	2,000	4,000	2,633	10,000	
<b>Total Employee Development</b>	<b>7,300</b>	<b>19,200</b>	<b>5,412</b>	<b>27,500</b>	<b>43.23%</b>
<b>Total Administrative</b>	<b>245,100</b>	<b>562,700</b>	<b>54,077</b>	<b>339,900</b>	<b>-39.59%</b>

## Legal Services

**Central Texas Regional Mobility Authority**  
**Operating Budget - FY 2018**  
**Legal**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Non Operating Expenses</b>					
Bond issuance expense	-	-	8,065	-	
Total Non Operating Expense	-	-	8,065	-	0.00%
<b>Total Expenses</b>	<b>566,784</b>	<b>882,426</b>	<b>375,596</b>	<b>928,491</b>	<b>5.22%</b>

## Engineering

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The role of the Engineering Department is to serve as the central organizational hub for the development of major capital improvement projects, from concept through final construction acceptance. Secondly, the Department plays a critical role in the identification and budgeting for facilities maintenance and asset preservation. The Department collaborates and considers the needs of the other Departments to ensure that all aspects of the program and programs are integrated, disciplined, organized and efficient.

### ***Major Business Functions:***

Project Inception and Feasibility: Coordinate with other transportation providers in the region (TxDOT, Capital Area Metropolitan Planning Organization, City of Austin, Travis County, and Williamson County) to assure that mobility needs for the region are defined and included in the Long Range Transportation Plan. Provide feasibility analysis for selected projects to evaluate implementation priority.

Project Development: Accurately program and develop priority projects to the appropriate level for implementation based on coordination with stakeholders. Stakeholders would include external – federal and state agencies, local governments and the general public. Internal stakeholders would include the Board of Directors, the Executive Director, Legal Department, Financial Team, Toll Operations Department, General Engineering Consultants and Public Relations Department. The deliverable may include schematic level design, or more complete design as well as the appropriate level of environmental documentation and clearance.

Project Implementation: Determine the appropriate project delivery method and oversight to provide the Authority with a project of the highest quality that meets the financial and timing constraints. Work closely with Legal, Finance, and Toll Operations and Communications to develop construction documents meeting the agency mission and vision. Manage the construction of all agency projects through project final acceptance.

Roadway Maintenance: Continue close support and coordination of maintenance activities with the Operations group.

### ***FY 2017 Highlights and Accomplishments:***

#### *Programmatic*

- Performed annual condition survey and prepared annual report of condition for bond holders for the 183A and 290E corridors
- Prepared annual traffic and safety reports for 183A and 290E corridors



## Engineering

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- Developed guidance document for inspection and recording of conditions for all Texas Commission on Environmental Quality (TCEQ) bests management practices (BMPs) to ensure compliance with Water Pollution Abatement Plans (WPAP)
- Stood up e-Builder for project and programmatic document control (major accomplishment)
- Developed monthly project delivery report
- Created project summary documents for each of the projects in development
- Added Drone Video Capabilities to our team by hiring two separate providers with these capabilities. Provides a unique and refreshing look to telling the story of our construction project progress
- Signed Memorandum of Agreement with Capital Metro and CAMPO to work in partnership towards the implementation of park and ride facilities adjacent to CTRMA corridors in an effort to improve mobility through the use of express buses. The partnership continues with regular meetings and coordination to implement park and ride facilities.
- Initiated and established a Sustainability Task Force to identify and grow opportunities to preserve and minimize consumption of natural resources.
- Implemented Greenroads on the 183S and SH 45SW project. A commitment to the sustainability values of the Mobility Authority.
- Prepared lessons learned documents to be used for continuous improvement
- Engaged with Associated General Contractors (AGC) to develop a dialogue and partnership to improve contract provisions and increase participation in CTRMA procurements. Participated on a Task Force, held quarterly meetings, and began working on a formal process for annual prequalification and financial qualifications in close coordination with AGC
- Prepared draft of the CTRMA Permitting Process Manual to define standards operating procedures for agency driveway and utility permitting
- Continued support of PBMC
- Creation of weekly project progress report for Board
- Created change order reporting for Board
- Established change order committee to drive change management consistency across construction projects.

## Engineering

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### *Procurements*

Successfully procured the following professional services contracts:

- SH 45 SW Construction Engineering and Inspection
- SH 45 SW Independent Environmental Compliance Monitor
- Manor Expressway Phase III Final Design

### *Projects*

- MIP
  - Successfully opened the northbound north end segment of the MoPac Express Lane project in October, and provided media and communications assistance.
- 183S
  - Design complete and approved for construction
  - 100% of corridor under construction
  - Project is within budget and on schedule
  - Design-Build team surpassed 1 million safe man-hours in April
  - Implemented the re-evaluation of the SH 71 U-Turn Relocation as part of the 183 South Project
  - 183 South Construction Communications program has been a success. In a one-year period, the program has provided over 200,000 communication “touches” to those needing and/or wanting to know about construction activities. Tweets, text messages, website notices, door-to-door information drops, post card mailings, meetings, appreciation events, stop and chats, special events and piggybacking on existing events are all used to keep the public informed. As a result, elected leaders sing our praises, our negative comment rate is small, there have been no work stoppages due to neighborhood concerns, and the construction is currently on time and on budget.
- 45SW
  - Successfully advertised, awarded, and kicked off construction of State Highway 45 Southwest construction project and executed contracts for Construction Engineer and Inspector (CE&I) and Independent Environmental Construction Monitor (IECM) to monitor field activities. The project achieved a major milestone in early 2017 by completed all initial clearing in the 13-mile corridor in February. This milestone was critical to avoid avian nesting season and cleared the way for construction to progress throughout the entire corridor. As of May 2017, the project is approximately 11% complete and progressing on schedule.

## Engineering

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- 71 Express
  - Began operations of the 71 Express Project at the airport providing traffic relief and a time savings alternative between US 183 and SH 130.
  
- 290E
  - Achieved final acceptance of 290E Phase II project
  - Achieved final acceptance of the 290/130 Interchange Interim project, providing some relief for the northwest quadrant of that intersection and improving operations and safety. This was a necessary step to make these improvements while the ultimate improvements (Direct Connectors) can be designed and constructed.
  - Began design of the Manor Expressway (290E) Phase III Direct Connectors project. Project was included in the CAMPO transportation improvement program through an amendment. A key component on moving forward to a project that will have positive impacts to the region.
  
- 183A Phase III
  - Initiated the schematic design, traffic studies and environmental assessment on 183A Phase III from Hero Way to State Highway 29. Project was included in the CAMPO transportation improvement program through an amendment.
  
- MoPac South
  - While the overall project progress was limited due to ongoing litigation, the team completed the traffic updates required by federal mandate to comply with CAMPO 2040 region plan updates. This included updates to the project traffic model, CAMPO regional model, and regional toll analysis. Updates will allow CAMPO to utilize the model updates on regional planning studies. Update will allow remainder of project to be progress as rapid pace when lawsuit is resolved.
  
- 183 North
  - Completed 100% schematic design on the 183 North project. Project was included in the CAMPO transportation improvement program through an amendment. Successfully partnered with TxDOT to obtain \$120 million funding commitment to construct non-tolled elements of the project, which allows the project to move forward towards procurement.

## Engineering

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- MoKan
  - Began planning efforts on MoKan corridor to explore corridor alternatives and feasibility.

### ***FY 2018 Overview and Goals:***

- Long-Range Planning - Continue initial due diligence investigations and / or conceptual and feasibility analysis on the following projects:
  - 183A Frontage Roads – RM 1431 to Avery Ranch Boulevard
  - RM 620 – US 183 to Anderson Mill Lane
  - RM 2243 – River Bow Dr to 183A
  - 290E Phase III – Parmer Lane to FM 973(N)
- Project Development - Hold final Public Hearings or receive Environmental Record of Decisions on the following projects under development:
  - MoPAC South Managed Lanes (Lawsuit notwithstanding)
  - Oak Hill Parkway (290W)
- Continue work identified in the Memorandum of Agreement with Capital Metro and CAMPO to work in partnership towards the implementation of park and ride facilities adjacent to CTRMA corridors in an effort to improve mobility through the use of express buses. The partnership continues with regular meetings and coordination to implement park and ride facilities along RMA corridors.
- Construction kickoff or continued progress on the following construction projects:
  - 290E / SH 130 Phase III
  - 183 South
  - SH 45 SW (Lawsuit notwithstanding)
- Continue the process of lessons learned full circle through listening sessions with industry to find more effective ways to deal with designers, construction contractors and design-builders.
- Continue to build standard operating procedures for project development.
- Complete Phase I of III of a Transportation Asset Management Program (TAMP) to promote organization, communication and planning, providing a strategy for the Agency to protect its investment in infrastructure by proactively managing its program.
- Continue development of a work program (CIP).
- Continue implementation of Greenroads.

Engineering

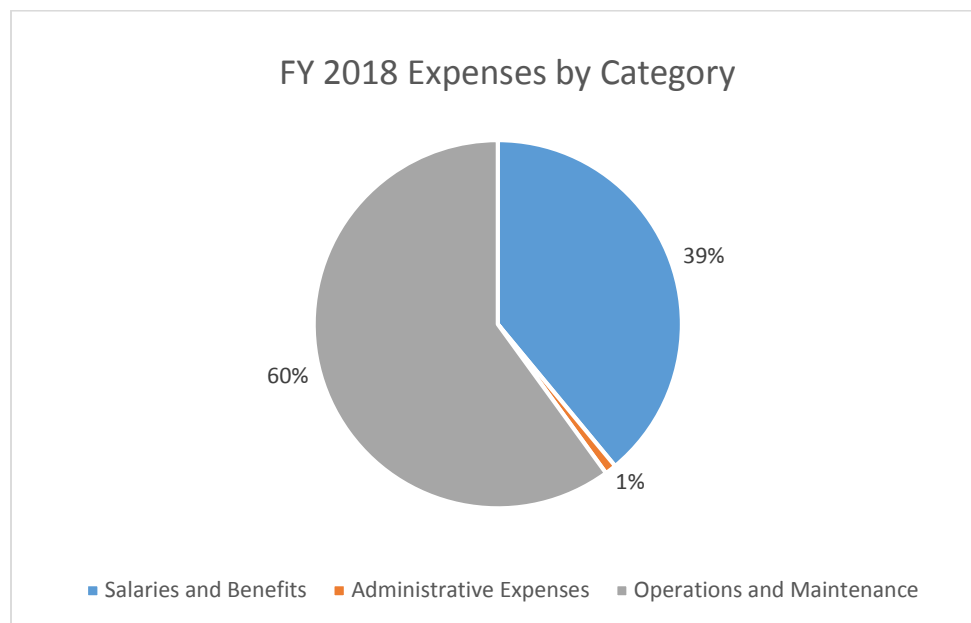
**Key Measurement Indicators:**

<b>Measurement Description</b>	<b>FY 2016 Actual (%)</b>	<b>FY 2017 Estimated (%)</b>	<b>FY 2018 Goal (%)</b>
<b>Programmatic</b>			
Complete PH I of III – Transportation Asset Mgmt Program	0	0	100
Recruit top candidate to lead Asset Management	0	0	100
Develop Lessons Learned – Best Management Practices Guidance Manual and Standard Reporting Location	5	10	100
Establish Change Order Committee and Procedures	0	50	100
Establish standardized contract reporting and measuring documents	0	25	100
Establish non-project initiatives tracking and reporting methodology	0	50	100
Establish Contractor Prequalification Process	0	25	100
Establish PS&E Review Standard Operating Procedures	0	0	100
<b>Project Development</b>			
MoKAN (Concepts / Analysis)	5	75	100
MoPAC South (Env)	80	80	100
290W/Y-at Oak Hill (Env)	65	80	95+
290 PH III (DC's) (PS&E)	0	60	100
183A PH III (Env / PS&E)	0	60	100 / 30
183 North (DB Procurement)	0	5	90
<b>Construction</b>			
290 PH III	0	0%	5%
183 South	18	40	65
SH 45 SW	0	15	45
MoPAC North	65	85	95+
SH 71 Express	63	95	100

## Engineering

### Summary of Expenses:

	FY 2016 Adopted Budget	FY 2017 Adopted Budget	FY 2018 Adopted Budget	Increase (Decrease)
Salaries and Benefits	\$ 910,152	\$ 879,682	\$ 896,212	1.88%
Administrative Expenses	23,350	19,900	22,825	14.70%
Operations and Maintenance	2,963,750	1,741,417	1,390,500	-20.15%
Other Expenses	-	-	-	0.00%
Non Operating Expenses	-	-	-	0.00%
<b>Total Expenses</b>	<b>\$ 3,897,252</b>	<b>\$ 2,640,999</b>	<b>\$ 2,309,537</b>	<b>-12.55%</b>



### Authorized Personnel:

	Positions		
	FY 2016 Adopted	FY 2017 Adopted	FY 2018 Proposed
Director of Operations	1	1	1
Assistant Director of Engineering - Project Development	1	1	1
Assistant Director of Engineering - Construction Mgmt.*	0	1	1
Senior Project Manager	1	1	1
Project Manager**	0	0	1
Senior Administrative Assistant	<u>1</u>	<u>1</u>	<u>1</u>
<b>Total Positions - Engineering</b>	<b>4</b>	<b>5</b>	<b>6</b>

\*Project Funded

\*\*Unfilled

## Engineering

**Central Texas Regional Mobility Authority**  
**Operating Budget - FY 2018**  
**Engineering**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Salaries and Benefits</b>					
<b>Salaries &amp; Wages</b>					
Salary Expense-Regular	671,077	627,171	374,798	619,826	
<b>Total Salaries</b>	<b>671,077</b>	<b>627,171</b>	<b>374,798</b>	<b>619,826</b>	<b>-1.17%</b>
<b>Benefits</b>					
TCDRS	86,431	87,804	63,965	109,561	
FICA	30,379	30,746	24,291	39,426	
FICA MED	8,643	7,191	6,562	11,347	
Health Insurance Expense	69,299	88,750	57,315	82,083	
Life Insurance Expense	1,609	2,258	625	9,508	
Other Benefits	39,114	32,401	22,721	20,028	
<b>Total Benefits</b>	<b>235,475</b>	<b>249,149</b>	<b>175,479</b>	<b>271,952</b>	<b>9.15%</b>
<b>Payroll Taxes</b>					
Unemployment Taxes	3,600	3,362	684	4,433	
<b>Total Payroll Taxes</b>	<b>3,600</b>	<b>3,362</b>	<b>684</b>	<b>4,433</b>	<b>31.89%</b>
<b>Total Salaries and Benefits</b>	<b>910,152</b>	<b>879,682</b>	<b>550,961</b>	<b>896,212</b>	<b>1.88%</b>
<b>Administrative</b>					
<b>Administrative and Office Expenses</b>					
Internet	-	-	-	1,825	
Cell Phones	5,500	1,800	1,268	2,400	
Meeting Expense	500	500	218	500	
Toll Tag Expense	1,000	1,000	-	1,000	
Parking	100	250	171	350	
Mileage Reimbursement	3,000	3,000	100	2,000	
<b>Total Administrative and Office Expenses</b>	<b>10,100</b>	<b>6,550</b>	<b>1,758</b>	<b>8,075</b>	<b>23.28%</b>
<b>Office Supplies</b>					
Office Supplies	-	-	652	1,000	
Computer Supplies	1,500	-	-	-	
Office Supplies-Printed	-	500	177	500	
Misc Materials & Supplies	-	250	-	250	
<b>Total Office Supplies</b>	<b>1,500</b>	<b>750</b>	<b>829</b>	<b>1,750</b>	<b>133.33%</b>
<b>Communications and Public Relations</b>					
Advertising Expense	-	1,000	-	-	
Photography	-	-	568	500	
<b>Total Communications and Public Relations</b>	<b>-</b>	<b>1,000</b>	<b>568</b>	<b>500</b>	<b>-50.00%</b>
<b>Employee Development</b>					
Subscriptions	-	100	-	500	
Memberships	-	250	-	250	
Professional Development	-	500	-	500	
Other Licenses	750	750	160	750	
Seminars and Conferences	5,000	5,000	1,625	3,000	
Travel	6,000	5,000	3,028	7,500	
<b>Total Employee Development</b>	<b>11,750</b>	<b>11,600</b>	<b>4,813</b>	<b>12,500</b>	<b>7.76%</b>
<b>Total Administrative</b>	<b>23,350</b>	<b>19,900</b>	<b>7,968</b>	<b>22,825</b>	<b>14.70%</b>

## Engineering

**Central Texas Regional Mobility Authority**  
**Operating Budget - FY 2018**  
**Engineering**

Account Name	Budget Amount FY 2016	Budget Amount FY 2017	FY 2017 Actual as of 4/30/2017	Adopted Budget FY 2018	% Change From Prior Year
<b>Operations and Maintenance</b>					
<b>Operations and Maintenance Consulting</b>					
General Engineering Consultant	250,000	-	-	-	
GEC-Trust Indenture Support	142,000	165,000	702	-	
GEC 1.1 Annual O&M Budget Development	-	-	19,804	30,000	
GEC 1.2 Annual Facility Inspections	-	-	77,293	125,000	
GEC-Financial Planning Support	10,000	10,500	47	-	
GEC 2.1 Program Funding Support	-	-	-	50,000	
GEC-Toll Ops Support	-	10,000	-	-	
GEC 3.1 Operations Center Support	-	-	18,231	-	
GEC-Roadway Ops Support	261,000	231,667	87,540	-	
GEC 4.1 Driveway and Utility Permitting	-	-	35,521	50,000	
GEC 4.3 Maintenance Contract Support/Oversight	-	-	144,003	100,000	
GEC 4.4 Data Gathering and Analysis	-	-	119,358	150,000	
GEC 4.7 Warranty	-	-	2,237	10,000	
GEC-Technology Support	15,000	40,000	19,026	-	
GEC 5.1 Technology Development	-	-	-	50,000	
GEC 5.2 Technology Maintenance	-	-	-	10,000	
GEC-Public Information Support	-	30,000	-	-	
GEC 6.2 Public Information - Non Project	-	-	52,700	-	
GEC-General Support	318,000	1,151,000	428,234	-	
GEC 7.1 Meeting Attendance	-	-	40,760	50,000	
GEC 7.2 Technical Resource Support	-	25,000	147,857	200,000	
GEC 7.4 Agency Coordination - Non Project	-	-	-	50,000	
GEC 7.5 Other Initiatives - Non Project	-	-	-	500,000	
<b>Total Operations and Maintenance Consulting</b>	<b>996,000</b>	<b>1,663,167</b>	<b>1,193,313</b>	<b>1,375,000</b>	<b>-17.33%</b>
<b>Road Operations and Maintenance</b>					
Roadway Maintenance	1,800,000	-	(26,190)	-	
Landscape Maintenance	110,000	5,000	-	2,500	
Signal & Illumination Maint	20,000	20,000	-	5,000	
Maintenance Supplies-Roadway	30,000	45,000	-	5,000	
Tools & Equipment Expense	250	750	-	500	
Gasoline	6,000	6,000	528	1,000	
Repair & Maintenance-Vehicles	1,500	1,500	56	1,500	
<b>Total Road Operations and Maintenance</b>	<b>1,967,750</b>	<b>78,250</b>	<b>(25,606)</b>	<b>15,500</b>	<b>-0.801916933</b>
<b>Total Operations and Maintenance</b>	<b>2,963,750</b>	<b>1,741,417</b>	<b>1,167,707</b>	<b>1,390,500</b>	<b>-20.15%</b>
<b>Total Expenses</b>	<b>3,897,252</b>	<b>2,640,999</b>	<b>1,726,636</b>	<b>2,309,537</b>	<b>-12.55%</b>



## Consolidated Staffing Schedule

		Consolidated Staffing Schedule		
		Positions		
Authorized Personnel:		FY 2016	FY 2017	FY 2018
		Adopted	Adopted	Adopted
<b>Administration:</b>	Executive Director	1	1	1
	Deputy Executive Director	1	1	1
	Executive Assistant	1	1	1
	Receptionist	1	1	1
	Intern***	1	1	1
<b>Financial Services:</b>	CFO	1	1	1
	Controller	1	1	1
	Fiscal Analyst	1	1	1
	Administrative Assistant - Shared	0.5	0	0
<b>Operations:</b>	Director of Operations	1	1	1
	Assistant Director IT and Toll Systems	1	1	1
	Toll Operations Manager	1	1	1
	Traffic and Incident Management Manager	0	1	1
	Roadway/Facilities Maintenance Manager	0	2	1
	Roadway/Facilities Maintenance Specialist	0	0	1
	Administrative Assistant III/Toll Specialist	1	1	1
	Administrative Assistant - Shared	0.5	0	0
<b>Communications:</b>	Director of External Affairs	1	1	1
	Director Community Relations	1	1	1
	Community Relations Manager	1	1	1
	Communications Specialist	0	1	1
	Public Involvement Manager	1	0	0
	Intern***	1	0	0
<b>Legal:</b>	Legal Counsel	1	1	1
	Legal Assistant/Records Manager	1	1	1
	TBD***	0	0	2
<b>Engineering</b>	Director of Operations	1	1	1
	Assistant Director of Engineering - Project Development	1	1	1
	Assistant Director of Engineering - Construction Mgmt.**	0	1	1
	Senior Project Manager	1	1	1
	Project Manager*	0	0	1
	Senior Administrative Assistant	1	1	1
<b>Total Positions</b>		<b>24</b>	<b>26</b>	<b>29</b>

\*\*Funded through MoPac Improvement Project

\*\*\*Currently Unfilled

## Capital Budget

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### Capital Budget

Replacement Maintenance Vehicle	\$ 40,000
Asset Management System (Year 1 of 3)	<u>729,281</u>
	<u>\$ 769,281</u>

## System Operating Budget

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### FY 2018 Budget

**Total Revenues** **\$ 83,459,319**

### System Operating Costs

Toll Operations	\$	11,220,105
Finance Department		150,000
Finance Department		30,000
Finance Department		355,287
Finance Department		515,000
Finance Department		184,655
Finance Department		211,200
Legal		235,436
Legal		115,200
Communications		363,134
Communications		502,500
Engineering		627,348
Engineering		962,500
Administration		403,674

<b>Total System Operating Costs</b>	<b>\$</b>	<b>15,876,041</b>
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Available Net Revenue per Indenture		67,583,278
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		Coverage %
Debt Service Senior Lien Bonds	(30,717,254)	2.20
Debt Service Subordinate Lien Bonds	(5,076,500)	1.89
Maintenance	5,235,901	
Available Net Revenue per Indenture after Maintenance	62,347,377	
Debt Service Senior Lien Bonds	(30,717,254)	2.03
Debt Service Subordinate Lien Bonds	(5,076,500)	1.74

## Debt Service Schedule

	Interest	Principal	Accreted Interest	Capitalized Interest	Other Funding Sources	FY 2018 Debt Service	Capitalized on Balance Sheet	Debt Service Net Cash Payments
<b>2010 Senior Lien Revenue Bonds</b>								
7/1/2017	\$ 245,813.00	\$ -	\$ 2,291,989.00			\$ 2,537,802.00		\$ 245,813.00
1/1/2018	\$ 245,813.00		\$ 2,379,186.00			\$ 2,624,999.00		\$ 245,813.00
<b>2011 CABS</b>								
1/1/2018			\$ 455,447.00			\$ 455,447.00		
7/1/2018			\$ 469,718.00			\$ 469,718.00		
<b>2013A Senior Revenue Bonds</b>								
7/1/2017	\$ 3,592,125.00					\$ 3,592,125.00		\$ 3,592,125.00
1/1/2018	\$ 3,592,125.00	\$ 3,800,000.00				\$ 3,592,125.00		\$ 7,392,125.00
<b>2013 Subordinated revenue Bonds</b>								
7/1/2017	\$ 2,538,250.00					\$ 2,538,250.00		\$ 2,538,250.00
1/1/2018	\$ 2,538,250.00	\$ 1,000,000.00				\$ 2,538,250.00		\$ 3,538,250.00
<b>2015A Senior Revenue Bonds</b>								
7/1/2017	\$ 7,469,750.00			\$ (7,469,750.00)			\$ 7,469,750.00	
1/1/2018	\$ 7,469,750.00			\$ (7,469,750.00)			\$ 7,469,750.00	
<b>2015B Senior Revenue Bonds</b>								
7/1/2017	\$ 1,719,625.00						\$ 1,719,625.00	\$ 1,719,625.00
1/1/2018	\$ 1,719,625.00						\$ 1,719,625.00	\$ 1,719,625.00
<b>2016 Senior Revenue Bonds</b>								
7/1/2017	\$ 8,722,518.75				\$ 5,551,000.00	\$ 8,722,518.75		\$ 3,171,518.75
1/1/2018	\$ 8,722,518.75				\$ 5,551,000.00	\$ 8,722,518.75		\$ 3,171,518.75
<b>TXDOT 183S State Highway Fund</b>								
1/1/2018			\$ 622,051.45				\$ 622,051.45	
7/1/2018			\$ 634,492.49				\$ 634,492.49	
<b>TXDOT 183S State Infrastructure Bank</b>								
1/1/2018			\$ 622,051.45				\$ 622,051.45	
7/1/2018			\$ 634,492.49				\$ 634,492.49	
<b>45SW State Highway Fund</b>								
1/1/2018			\$ 40,800.00				\$ 40,800.00	
7/1/2018			\$ 483,216.00				\$ 483,216.00	
<b>71E Repayment Obligation</b>								
3/6/2017	\$ 2,280,600.00	\$ 219,400.00				\$ 2,280,600.00		\$ 2,500,000.00
						<b>\$ 38,074,353.50</b>	<b>\$ 21,415,853.88</b>	<b>\$ 29,834,663.50</b>

## Capital Improvement Program

Capital Improvement Projects  
as of July 1, 2017

Project Name	Estimated Total Project Cost	State/Federal Funding	Funding Source
Mopac Express Lanes Project - North (to completion)	199,500,000	199,500,000	Category 2, Category 7, and Category 12 Funding and Short-Term Financing
US 183 South (to completion)	743,000,000	147,000,000	Category 2 and Category 12 Funding, Revenue Bonds, TIFIA Loan
Mopac Express Lanes Project - South (to construction)	16,500,000	16,500,000	Proposition 12 Funding
SH 45 SW (to completion)	109,000,000	28,920,000	TXDOT Grant, TXDOT Loan, Hays and Travis Counties
US 290 West - The "Y" (to environmental clearance)	4,100,000	4,100,000	Category 2 and Category 12 Funding
US 183 N Express Lanes (to environmental clearance)	7,200,000	7,200,000	Category 7 Funding
290E/130 Direct Connectors (to completion)	130,000,000	-	TBD
	<u>\$ 1,209,300,000</u>	<u>\$ 403,220,000</u>	

**Funding Sources Descriptions:**

Category 2 - Metropolitan Area Corridor Projects (Federal)

Category 7 - Statewide Transportation Program - Metropolitan Mobility/Rehabilitation (Federal)

Category 12 - Commission Strategy Priority (State/Federal)

Proposition 12 - General Obligation Bond Projects (State)

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

**RESOLUTION NO. 17-034**

**APPROVING A PERSONAL SERVICES AGREEMENT WITH NEAL SPELCE FOR  
COMMUNICATION AND OUTREACH SERVICES**

WHEREAS, the Mobility Authority is currently developing comprehensive communications plans to help educate Central Texans about mobility solutions and how they can improve their quality of life; and

WHEREAS, Neal Spelce has extensive experience and knowledge of communities affected by congestion as well as communities affected by the MoPac Improvement Project, the 183 South Project, the MoPac South Project and other projects and has been a valued contributor to the Mobility Authority's communications and outreach efforts; and

WHEREAS, the Executive Director recommends continuing to engage Neal Spelce for communication and outreach services; and

WHEREAS, the Executive Director and Neal Spelce have agreed to a personal services agreement, with a total compensation in an amount not to exceed \$100,000 over a one-year period to end June 30, 2018.

NOW, THEREFORE, BE IT RESOLVED the Executive Director is hereby authorized to finalize and execute a single-source agreement on behalf of the Mobility Authority in substantially the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED the Board has determined that Neal Spelce possesses the demonstrated competence, knowledge and qualifications to provide communications support and outreach services within the Central Texas region and has offered to provide those services at reasonable fee and within the time limitations required by the Mobility Authority as provided in Section 401.026 of the Policy Code; and

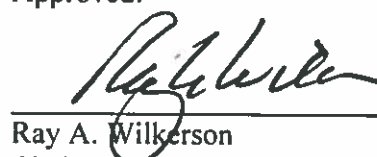
BE IT FURTHER RESOLVED, pursuant to Section 401.0061 of the Policy Code, the Board exempts this personal services agreement from any competitive bidding or competitive proposal requirements that would otherwise be applicable.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of June 2017.

Submitted and reviewed by:

  
Geoffrey Petrov, General Counsel

Approved:

  
Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

# PERSONAL SERVICES AGREEMENT

**Date:** July 1, 2017  
**To:** Mike Heiligenstein, Executive Director  
**From:** Neal Spelce, d/b/a The Neal Spelce Company  
**Re:** FY 2018-2019 Working Arrangement

## Scope of Proposed Work

The Mobility Authority has identified a number of issues where Neal Spelce's communications experience, community involvement, visibility and reputation will be of tremendous value in message development and delivery for CTRMA's program and projects, including the MoPac Improvement Project, 183 South, MoPac South, and other projects.

Some examples include coordination with neighborhoods, as well as other areas of concern such as construction impact, sound walls, moving of trees, drainage flow, asbestos removal, bicycle/pedestrian and environmental improvements and understanding of the Mobility Authority's mission and role in the region.

Additionally, and at the request of the Mobility Authority, this may also include proactive measures and/or trouble-shooting to provide a better understanding with the community as well as maintaining a favorable relationship with this affected community and the public at large. Other selected assignments could include presentations, involvement of area public officials and civic organizations, input in public meeting preparations, MoPac Moment videos, It's Time podcasts, and responses to feedback from community members.

Neal Spelce has long advocated working on short-term action with long-term view. This would include, for example, involvement with messaging and strategy on educational and informative advertising and other vehicles for communication to target markets. It could also involve assessing opportunities/needs and impact of future projects (MoPac South, Oak Hill Parkway and 183 North) that are in various stages of planning and development.



Both parties understand the need to be prepared for unforeseen events that might occur during the term of this agreement. Therefore, we place a high priority on the ability to be nimble and react quickly.

### **Unique Background for this Consultation**

Neal has owned and operated a large Austin advertising, marketing and public relations firm, winning national accolades. For decades Neal Spelce was a highly-rated and national award-winning local TV news anchor and has a deep and unique understanding of media and their commitment to reporting information. Neal has also been named Austin's Most Worthy Citizen for his civic involvement that included service as Chair of the Austin Chamber of Commerce, Chair of United Way, Chair of Better Business Bureau, Chair of 15-County Capitol Area Boy Scouts of America, Founder and President of Austin Area Research Foundation (AARO), Chair of Leadership Austin, Chair of American Health and Fitness Foundation, holder of 3 communications degrees from the University of Texas at Austin.

This wide range of experience and community involvement also includes deep and expansive knowledge of Central Texas as exemplified by writing a well-circulated weekly newsletter since 1979 containing insights, perspectives and analysis of business public affairs, growth and development, transportation, real estate, education and environmental issues in the Austin area.

### **Contractual Terms**

I agree to work the agreed upon hours below on behalf of the Mobility Authority, with the understanding that those hours may fluctuate depending upon the Mobility Authority's requests.

This agreement between Neal Spelce and the Mobility Authority shall be effective for the term commencing on July 1, 2017 and terminating on June 30, 2018 for a total contract in an amount not to exceed \$100,000. Payments shall be made based on a monthly retainer plus approved expenses and any additional charges for project specific work.

The monthly retainer is for a commitment of 10 hours per week, averaged over the preceding period, at a compensation of \$200 per hour for a total of \$8,000 per calendar month. In addition to the retainer payments, the Mobility Authority agrees to reimburse expenses that may be incurred by Neal Spelce on behalf of the Mobility Authority when the proposed expense is approved by the Mobility Authority in writing before the expense is incurred. Also, the Mobility Authority agrees to pay Neal Spelce for project specific work when the proposed project specific work is approved by the

Mobility Authority before the work is initiated. Any specific project work would also be billed at the \$200 hourly rate

Starting July 28, 2017, and on the 28<sup>th</sup> day of each following month through June 2018, I will provide the Mobility Authority with an invoice that describes the services I provided to Mobility Authority (project specific work separated from CTRMA work) and noting the date and amount of time devoted to those services for the period covered by the invoice.

This agreement may be terminated by Neal Spelce or the Mobility Authority at any time for convenience by written notice to the other party, with the retainer to be prorated as necessary and paid as of that termination date, together with any approved expenses that have been incurred but not reimbursed.

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Mike Heiligenstein, Executive Director

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Neal Spelce  
d/b/a The Neal Spelce Company

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

**RESOLUTION NO. 17-035**

**APPROVE THE SOUTHERN STATES INTEROPERABILITY AGREEMENT THAT  
ALLOWS FOR TOLL INTEROPERABILITY WITH THE FLORIDA DEPARTMENT  
OF TRANSPORTATION AND OTHER SOUTHERN STATES TOLLWAYS**

WHEREAS, by Resolution No. 07-039, dated July 25, 2007, the Board of Directors authorized the Executive Director to execute an Interlocal Agreement (“ILA”) to ensure continuing interoperability with toll systems operated by the Texas Department of Transportation, Harris County, and the North Texas Tollway Authority; and

WHEREAS, by Resolution No. 16-009, dated February 24, 2016, the Board of Directors approved an interoperability agreement with the Texas Department of Transportation, Harris County, North Texas Tollway Authority, the Fort Bend Grand Parkway Toll Authority, the Kansas Turnpike Authority and the Oklahoma Turnpike Authority; and

WHEREAS, the Florida Turnpike Enterprise is responsible for toll operations on Florida Department of Transportation owned and operated toll facilities; and

WHEREAS, the Florida Turnpike Enterprise entered into an interoperability agreement with each owner and operator of other Florida Tollways; and

WHEREAS, the Florida Turnpike Enterprise entered into an interoperability agreement with the North Carolina Department of Transportation, the North Carolina Turnpike Authority, the State Road and Toll Authority of the State of Georgia, Connector 2000 Association, Inc., a South Carolina non-profit benefit corporation; and

WHEREAS, the Mobility Authority staff has negotiated a proposed interoperability agreement that will include the Texas Department of Transportation, Harris County, the North Texas Tollway Authority, Fort Bend Grand Parkway Toll Road Authority, the Kansas Turnpike Authority, the Oklahoma Turnpike Authority, the Florida Turnpike Enterprise, North Carolina Department of Transportation, the North Carolina Turnpike Authority, the State Road and Toll Authority of the State of Georgia, Connector 2000 Association, Inc., a South Carolina non-profit benefit corporation; and

WHEREAS, this interoperability agreement sets the fee for toll collection paid to the account holder Agency at 3% of collected revenue.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves this new interoperability agreement and authorizes the Executive Director to finalize negotiations and execute the proposed interoperability agreement in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of June 2017.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

June 5, 2017

FedEx Express: 8088 8948 9759

Mr. Tim Reilly  
Director of Operations  
Central Texas Regional Mobility Authority  
3300 N. IH-35, Suite 300  
Austin, TX 78705

**SUBJECT: Transmittal of SSIOP Agreement for execution of remaining parties**

Dear Mr. Reilly,

Enclosed is one (1) original agreement and an order of Commissioners Court executed by Harris County on May 23, 2017. All parties should note the different parts of the agreement requiring action:

1. Beginning on page 16, each agency should execute and date where noted (preferably in blue ink).
2. Each agency should include an Order of Resolution.

Please return to my attention one copy (1) of the agreement with your agency's original signature.

I appreciate your assistance in handling this process. If you have any questions, please do not hesitate to contact me 713-587-7807.

Sincerely,



Lisa Castañeda, P.E.  
Deputy Director

LGC/nb  
Attachments

cc: Brad Urban - HCTRA

**AGREEMENT REGARDING  
INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS**

**THIS AGREEMENT REGARDING INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS** (this "Agreement") is entered into by and between (1) Florida Turnpike Enterprise ("FTE"), (2) the North Texas Tollway Authority ("NTTA"), (3) the Texas Department of Transportation ("TxDOT"), (4) Harris County, Texas ("Harris County"), (5) the Central Texas Regional Mobility Authority ("CTRMA"), (6) the Fort Bend Grand Parkway Toll Road Authority ("GPTRA"), (7) the Kansas Turnpike Authority ("KTA"), and (8) the Oklahoma Turnpike Authority ("OTA").

**Recitals**

- A. FTE is an enterprise fund of the Florida Department of Transportation ("FDOT"). TxDOT is an agency of the State of Texas. NTTA is a regional tollway authority and a political subdivision of the State of Texas. Harris County is a body corporate and politic under the laws of the State of Texas. CTRMA is a regional mobility authority of the State of Texas. GPTRA is a body corporate and politic under the laws of the State of Texas. KTA is a body politic and corporate under the laws of the State of Kansas. OTA is a body politic and corporate under the laws of the State of Oklahoma.
- B. TxDOT, NTTA, Harris County, CTRMA, GPTRA, KTA, and OTA have entered into an "Agreement Regarding Interoperability of Toll Systems and Transponders" (the "Central HUB Agreement") under which they set forth their agreements concerning the interoperability through a direct connection to the Central US interoperability hub (the "Central Hub") of their respective toll-collection transponders on the Central Facilities (hereinafter defined). The current parties to the Central Hub Agreement, together with any party that hereafter becomes a party to this Agreement and the Central Hub Agreement are defined collectively as the "Central Parties" and each individually is a "Central Party." The toll roads, toll bridges, and toll tunnels (each, individually, a "Toll Facility," and, collectively, "Toll Facilities") owned and/or operated by any Central Party during the term of this Agreement are defined as the "Central Facilities."
- C. FTE is responsible throughout Florida for toll operations on FDOT-owned and operated toll facilities and has electronic toll collection responsibilities on various toll facilities that are owned by other entities within Florida that accept FTE's transponders for the purpose of electronic toll collection ("Other Florida Tollways").
- D. FTE has entered into an interoperability agreement with each owner and operator of the Other Florida Tollways, and FTE has entered into an interoperability agreement with the North Carolina Department of Transportation ("NCDOT"), the North Carolina Turnpike Authority ("NCTA"), the State Road and Toll Authority ("SRTA") of the State of Georgia, Connector 2000 Association, Inc., a South Carolina non-profit public benefit corporation ("Connector 2000"), and the South Carolina Department of Transportation ("SCDOT"). FTE, the Other Florida Tollways, NCDOT, NCTA, SRTA, Connector 2000, and SCDOT, together with any other entity that during the term of this Agreement enters into an interoperability agreement with FTE, are defined collectively as the "Southeast Entities" and each, individually, as a "Southeast Entity."

- E. Each Southeast Entity owns and/or operates one or more Toll Facilities in its state. The Toll Facilities owned and/or operated by any Southeast Entity during the term of this Agreement are defined as the "Southeast Facilities."
- F. FTE's interoperability agreements with the other Southeast Entities set forth the Southeast Entities' mutual agreements concerning the interoperability of their respective toll-collection transponders on the Southeast Facilities through a connection to the Southeast US interoperability hub (the "Southeast Hub") owned, operated, and maintained by FTE.
- G. The Parties desire to enter into this Agreement to set forth their mutual agreements concerning the interoperability of the their respective toll-collection transponders on each others' toll projects by use of the Southeast Hub and the Central Hub to transmit information regarding transponder-based toll transactions on Southeast Facilities and Central Facilities.

### Agreement

NOW, THEREFORE, in consideration of the mutual agreements and promises made by the Parties to each other, and to ensure the interoperability of toll collection systems on the Southeast Facilities and Central Facilities (and in connection with other transportation-related payment collection systems, if subsequently agreed by the Parties), the Parties hereby agree as follows:

#### 1. **PARTIES, PROVIDERS, AND SUBSCRIBERS**

A. **Parties.** Subject to Section 6.A., the entities listed in the first paragraph on page 1 of this Agreement, together with such other governmental entities that are hereafter accepted and bound under the terms of this Agreement as further described below are each individually called a "Party," and are collectively called the "Parties." To be qualified to be a Party, an entity must: (1) operate one or more Toll Facilities, (2) connect directly (and not as a contractor of any other entity or through rights derived from another entity or through any other indirect connection) to the Central Hub or connect directly or through an agreement with FTE to the Southeast Hub, (3) be a governmental agency or entity, and (4) satisfy all criteria agreed upon by the Parties to ensure interoperability of the prospective Party's transponders with the toll-collection systems used by all of the Parties and ensure that such prospective Party is capable of meeting the Interoperability Business Requirements and the requirements of the Interface Control Documents promulgated under this Agreement.

B. **FTE Represents Southeast Entities.** As described on Attachment A attached hereto and made a part of this Agreement, each Southeast Entity has authorized FTE to enter into this Agreement on behalf of such Southeast Entity and to bind it to the provisions hereof. FTE acknowledges and agrees that it is acting for and has the power to enter into this Agreement on behalf of all of the Southeast Entities. FTE further acknowledges and agrees that it has confirmed with all Southeast Entities that they have fully reviewed, support, will comply with, and be subject to this Agreement. Unless otherwise expressly set forth, any provision of this Agreement that is applicable to FTE in its capacity as a Party also shall be applicable to every Southeast Entity as a third-party beneficiary of the terms of this Agreement, and, as a condition to enjoying the benefits of this Agreement, each Southeast Entity shall also be obligated to fulfill the obligations of an Agency (hereafter defined) as set forth in this Agreement. By accepting any benefit under this Agreement, a Southeast Entity shall be deemed to have agreed to fulfill all Agency obligations applicable to it under this Agreement.



C. Definitions of Hubs and Agencies. As used in this Agreement: (1) the Central Parties, the Southeast Entities, and any additional toll agencies who hereafter utilize the Central Hub or Southeast Hub to transmit and receive records of toll transactions are collectively referred to as "Agencies," and each of them is referred to individually as an "Agency"; and (2) the Central Hub and the Southeast Hub are collectively referred to as the "Hubs" and each of them is referred to individually as a "Hub." A Hub that transmits to the other Hub a record of a toll transaction incurred on an Agency's facility will be referred to as that Agency's Hub (*i.e.*, a reference to *the Hub of any of the Central Parties* is a reference to the Central Hub, and a reference to *the Hub of any of the Southeast Entities* is a reference to the Southeast Hub.)

## 2. INTEROPERABILITY

A. Interoperability and Interoperable. For the purposes of this Agreement, and subject to the limited exceptions set forth below in subsection 2.F., "interoperability" and "interoperable" shall be defined, and be deemed achieved, as follows:

(1) Transponders can be Read on all Facilities. The transponders utilized or to be utilized by any one Agency can be read by, and are fully functional with, the transponder technologies utilized by all other Agencies; and

(2) All Facilities Can Read All Transponders. Conversely, the transponder technology utilized or to be utilized by any one Agency can read and properly process the transponders utilized by all other Agency; and

(3) Nondiscriminatory and Seamless to all Patrons on all Facilities. The patrons of any one Agency can utilize their transponders on all other Agencies' facilities in a manner that is nondiscriminatory (that is, tolls and charges are identical to those assessed the transponder patrons of the owner/operator of the facility) and seamless (that is, subject to the terms of this Agreement, including the concluding sentence of Section 2.B. and Section 2.D below, the patron is able to use his/her transponder on the facilities of the Agencies that did not issue the transponder to the patron without applying for and maintaining an account with the owner/operator of those facilities).

(4) Payment of Tolls. When an Agency on whose Toll Facilities a toll is incurred (a "Visited Agency") determines through a transponder or license plate that the vehicle incurring the toll is associated with an account maintained with another Agency (the "Home Agency") and that the transponder is valid on the tag validation list that is active at the time of the transaction and the Home Agency receives the transaction within 10 days of the transaction date, the Home Agency will owe the applicable toll to the Visited Agency, and the Home Agency will forward the toll payment to the Visited Agency, regardless of whether the patron's account with the Home Agency contains adequate funds to pay the toll. If the Home Agency receives a transaction more than ten days but less than or equal to sixty (60) days from the transaction date, the transaction will be paid by the Home Agency subject to the availability of funds in the account.

B. Physical Network. The Agencies agree to establish network connectivity with sufficient capacity to satisfy the requirements of the Interoperability Business Requirements ("IBRs").

C. Advancement of Interoperability. As of the Effective Date of this Agreement, interoperability (as defined above) is based on transponder technology (which may include, with

respect to the 6C protocol, license-plate matching based on transponder-linked customer accounts). In their (1) development and implementation of transponder technologies for their facilities, (2) promulgation of rules or standards, and (3) contracting with other toll authorities or with vendors, the Agencies agree to support and advance the interoperability (as defined above) of their electronic toll collection systems. To that end, except as expressly provided herein, the Agencies shall each issue only transponders that are interoperable (as defined above) with the transponder technologies utilized by all other Agencies, and each Agency will utilize a transponder technology on its facilities that ensures the interoperability (as defined above) of the transponders issued by all other Agencies.

D. Continuing Cooperation and Dialogue. The Agencies shall work collaboratively in the evaluation and implementation of new transponder technologies and in their migration from existing to new technologies so as to support and advance interoperability (as defined above).

E. No Limitations on Vendors, Technologies, Etc. Nothing contained in this Agreement shall obligate an Agency to utilize any particular vendor, technology, transponder or system, provided that the provisions hereof are satisfied.

F. Limited Exceptions. Notwithstanding the foregoing provisions in this Section 2, the Agencies acknowledge and agree that:

(1) ATA Protocols. KTA, OTA, and the Southeast Entities neither currently nor in the future will be required under this Agreement to recognize American Trucking Associations (ATA) protocol transponders;

(2) 6C Protocols. As of the Effective Date of this Agreement, a certain transponder protocol ("6C protocol") used by one or more Agencies ("6C Agencies") is not interoperable on all other Agencies' toll facilities. An Agency operating a facility on which 6C protocol transponders are not interoperable will, at such Agency's sole option, (a) alter its equipment to permit 6C protocol transponders to be interoperable on its facilities, (b) in accordance with this Agreement, utilize license-plate images to identify a vehicle associated with a 6C Agency's account and use such information to receive payment for that vehicle's travel on such Agency's facility, or (c) to the extent that an Agency cannot reasonably alter its equipment and does not have the ability to capture license-plate images at the toll lane to match to a 6C Agency's account, request that each 6C Agency inform its account holders that the 6C Agency's transponders cannot be used for toll transactions on the requesting Agency's facility; or (d) in accordance with such Agency's applicable cash-payment requirements for other vehicles, offer a cash-payment option to vehicles equipped with 6C protocol transponders. Each 6C Agency agrees to comply with any such request; however, nothing in this subsection shall be deemed consent or approval to the current or future use of 6C protocol transponders by any Agency that is not at the Effective Date of this Agreement a 6C Agency; and

(3) Certain OTA Transactions. The Agencies will comply with the provisions regarding OTA's "System Match and System Reclassification Transactions" set out in Attachment B attached hereto and made a part of this Agreement for all purposes.

### 3. COLLABORATION REGARDING INTEROPERABILITY

The Agencies agree to promote and achieve interoperability as defined herein. The Agencies agree to consult with each other from time to time as needed, to discuss operational issues

pertaining to interoperability under this Agreement, discuss improvements to enhance interoperability, plan for expected changes in toll -collection technology and practices that may affect interoperability, and similar issues. The Agencies recognize that although current interoperability practices are transponder based, future interoperability opportunities during the term of this Agreement may include non-transponder based options and/or transponder-based alternatives to transponder technologies currently used by various Agencies. The Agencies agree to work together to incorporate one or more of these options and/or alternatives at the appropriate time as provided in Section 8, understanding that all Agencies will not necessarily implement any particular option simultaneously and that an Agency may elect to not implement certain options due to technical or financial limitations.

#### **4. BUSINESS REQUIREMENTS AND INTERFACE CONTROL DOCUMENTS**

The Agencies agree to install, support, and integrate a system including a set of interoperable interfaces as part of their respective toll collection systems. The Agencies further agree to operate the interoperable components of their toll collections systems in accordance with the IBRs and the Interface Control Documents ("ICDs") agreed upon in connection with the adoption of this Agreement, as they may be amended in accordance with Section 8 of this Agreement.

#### **5. NO FULL FAITH AND CREDIT**

Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, Section 2.A.(4)), nothing herein shall impose an obligation on any Agency that would be considered a debt (as that term is used in the applicable state Constitutions, statutes, case law, or regulations of the respective governmental Agencies) requiring the full faith and credit of an Agency's state or that exceeds that Agency's authority to assume such obligation under applicable law or its current agreements with its bondholders. Notwithstanding the foregoing, each Agency agrees to pay the tolls and the fees owed as set forth in Section 2.A.(4), the IBRs and Attachment D, and a failure to make such payments will result in the non-paying Agency being in default and subject to the consequences of a default under Section 6.E of this Agreement.

#### **6. TERM OF AGREEMENT**

A. Effective Date. This Agreement is effective and begins when fully executed by the Parties listed on page 1, and the effective date of this Agreement for such purpose (the "Effective Date") shall be the last date entered in the signature blocks for those Parties. Provided, however, the Parties acknowledge that the execution of this Agreement by one or more Central Parties may be delayed or may not occur. In such event, if all but one of the Central Parties execute this Agreement, the Agreement will be effective as between all executing Parties on the last date entered in the signature blocks for all executing Parties, and that date will be the Effective Date with respect to all Parties other than the Central Party that does not execute this Agreement. If such entity thereafter executes this Agreement, the Effective Date as to that entity will be its date of execution. Until an entity executes this Agreement, it shall not be deemed to be a Party to this Agreement. This Agreement shall be effective with respect to any new Agency (hereinafter defined) following the confirmation by the Central Parties and FTE under Section 8 that all terms and conditions to participation as an Agency have been satisfied.

B. Expiration and Automatic Extensions. This Agreement shall terminate five (5) years after the Effective Date, provided that, notwithstanding the foregoing, any Agency may elect at any time to withdraw from the benefits and obligations of this Agreement as provided in Section 6.D. This Agreement shall be automatically renewed for an additional five-year term, unless either the Central Hub or the Southeast Hub does not desire to extend this Agreement and provides the

other Hub with written notice to that effect, which notice must be issued not less than one hundred twenty (120) days before the fifth (5th) anniversary of the Effective Date. Thereafter, this Agreement may be automatically extended for a second additional five-year term utilizing the same process described in the preceding sentence upon the fifth (5th) anniversary of the effective date of the first additional five-year term. If an Agency desires to withdraw from this Agreement when a renewal as described above becomes effective, then, notwithstanding Section 6.D., the withdrawing Agency shall not be liable to any other Agency for costs the other Agency incurs as a result of the withdrawing Agency's withdrawal.

C. Periodic Review of Agreement. Although an Agency may at any time propose modifications to this Agreement, the IBRs, and the ICDs, each Agency agrees to review the terms of this Agreement, the IBRs, and the ICDs every five (5) years during the term of this Agreement to consider if changes are advisable based upon the then current interoperability landscape, tolling business practices, etc. Modifications to this Agreement, the IBRs, and the ICDs will be governed by Section 8

D. Withdrawal by an Agency. Any Agency may withdraw from and terminate its participation in this Agreement at any time with or without cause effective one hundred and twenty (120) days after that Agency provides written notice of its intent to withdraw and terminate to all other Agencies (the "Remaining Agencies"). Such termination shall not release either the terminating Agency or the Remaining Agencies from liability for events occurring or obligations arising before the date of the termination. Further, the terminating Agency shall be liable to the Remaining Agencies for any direct costs they reasonably incur as a direct result of the terminating Agency's withdrawal. However, any other Agency may in its sole and absolute discretion waive or modify costs or other liability owed to it by the withdrawing Agency. Such costs could include (as examples only, not as limitations): costs to remove the terminating Party's connectivity from its Hub or costs to notify the Remaining Agency's account holders that their transponders may not be used to pay tolls on the withdrawing Agency's Toll Facilities.

E. Termination of Other Agency's Rights for Cause. Following the affirmative vote for termination by a majority of the Agencies that at that time are beneficiaries of and subject to this Agreement, an Agency's direct or third-party rights under this Agreement may be terminated for cause due to such Agency's being in default of its obligations under this Agreement (in which case such Agency will also be responsible for the costs described in the preceding subsection) if the default is not fully cured within 60 days following the giving of written notice of the default to the defaulting Agency. A default hereunder shall include, without limitation, an Agency's material failure to abide by this Agreement or the IBRs, ICDs, or other rules and standards established by the Agencies, or an Agency's failure to pay, when and as due, tolls, costs and fees for which it is responsible. The rights of an Agency that is a third-party beneficiary under this Agreement may be terminated as described above, and such Agency shall be subject to the same obligations and liabilities as if it were a Party whose direct rights were terminated under this subsection.

## 7. INTEROPERABILITY WITH ADDITIONAL TOLL ENTITIES:

A. Additional Agencies. The Parties anticipate that additional toll entities may hereafter desire to establish interoperability (as defined in this Agreement) with the existing Agencies by entering into an agreement with the Central Parties for participation in the Central Hub or an agreement with FTE for participation in the Southeast Hub. Such an additional toll entity will be referred to as a "new Agency." The Agencies agree to act in good faith to propose standards, requirements, schedules and other provisions for permitting an additional toll entity to become a new Agency. Such proposals shall be considered, and if applicable, adopted, as

provided in Section 8. However, at a minimum, such standards will require in-lane testing of each new Agency's transponders on the facilities of all existing Agencies and vice-versa to ensure interoperability. In addition, reasonable time must be provided to allow all of the affected Agencies to make changes to their respective back-office systems and protocols and to the Hubs to ensure interoperability between the existing Agencies and the new Agency. Before any such agreement becomes effective in a manner that affects any Agency that participates in the "other" Hub, the Agencies using the "other" Hub must have approved, under Section 8, the new Agency's participation in the benefits and obligations of this Agreement. In addition to any other criteria the Agencies deem appropriate, the new Agency's transponders, toll-equipment, and information-sharing protocols and systems must be fully interoperable with the existing Agencies', toll-equipment, and information-sharing protocols and systems (e.g., before a new Agency enters into the Central Hub Agreement, the Southeast Entities must determine under Section 8 that the transponders, toll-equipment, and information-sharing protocols and systems of the new Agency and the Southeast Entities are interoperable or the Southeast Entities must be willing to process tolls using alternative methods acceptable to them, such as, but not limited to, using license plates to match a transaction to a 6C Agency transponder account). However, a potential new Agency shall not be disqualified solely because 6C protocol transponders are not interoperable on that additional toll entity's facilities. Any new Agency whose facilities are not interoperable with 6C protocol transponders shall exercise the same options regarding 6C protocol transponders as are available to all similarly situated Agencies under Section 2.F.(2).

B. Additional Hubs. If toll entities that have established interoperability through a hub other than the Central Hub or Southeast Hub desire interoperability with the Central Parties and Southeast Entities, the Agencies agree to attempt to negotiate an agreement with the entities using such other hub to permit interoperability among all such hubs on terms that are consistent with those contained in this Agreement.

C. Non-governmental Entities. No non-governmental tolling entity ("NGTE") may be a Party to this Agreement. However, subject to Subsection 7.A. and this Subsection 7.C, an NGTE may participate in the benefits of and be responsible for the obligations under this Agreement as a Southeast Entity, on the following conditions: (1) the NGTE must enter into a written agreement with FTE to process transactions through the Southeast Hub, and (2) the NGTE must expressly acknowledge and agree in writing for the benefit of all other Agencies that (a) the NGTE has fully reviewed, supports, and will comply with and be subject to this Agreement, (b) unless otherwise expressly set forth in this Agreement, any provision of this Agreement that is applicable to FTE in its capacity as a Party also shall be applicable to the NGTE as a third-party beneficiary of the terms of this Agreement, (c) as a condition to enjoying the benefits of this Agreement, the NGTE shall also be obligated to fulfill the obligations of an Agency as set forth in this Agreement, and (d) by accepting any benefit under this Agreement, the NGTE shall be deemed to have agreed to fulfill all Agency obligations applicable to it under this Agreement.

D. Transmission through "Local" Hubs Required; No Overlapping Hub Service Areas.

(1) The Central Parties agree that for a toll entity to be considered for participation as a party to the Central Hub Agreement, the toll entity in question (the "Proposed Central Party") either (a) must reside in a state where another Central Party resides; or (b) must not reside in a state where any other toll entity (excluding the Proposed Central Party) resides that uses a hub other than the Central Hub to transmit toll transactions to and from other toll entities that participate in one or more other regional toll processing hubs. The conditions in this subparagraph are merely prerequisites to

participation in the Central Hub Agreement; their satisfaction will not automatically entitle a party to become a party to the Central Hub Agreement.

(2) FTE agrees that a for a toll entity to be considered for participation as a party to an agreement with FTE to use the Southeast Hub: the toll entity in question (the "Proposed Southeast Entity") either (a) must reside in a state where another Southeast Entity resides; or (b) must not reside in a state where any other toll entity (excluding the Proposed Southeast Entity) resides that uses a hub other than the Southeast Hub to transmit toll transactions to and from other toll entities that participate in one or more other regional toll processing hubs. The conditions in this subparagraph are merely prerequisites to participation in an agreement with FTE to use Southeast Hub; their satisfaction will not automatically entitle a party to become a party to such an agreement.

(3) To the extent a transaction cannot be processed through the Central US Hub or the Southeast US Hub, each Agency may pursue violation toll revenue through any industry means available.

(4) A toll entity shall be deemed to reside in a state if it is created and operates under the laws of that state.

## 8. MODIFICATIONS TO OPERATING PROCEDURES

A. Matters Subject to Modification under this Section. The Agencies acknowledge and agree that during the term of this Agreement, technical, procedural, and other issues regarding interoperability will arise that are not currently foreseeable or cannot be addressed in detail in this Agreement. Therefore, the Agencies agree to comply with the following procedures to make modifications regarding the following matters:

- (1) IBRs
- (2) ICDs
- (3) Transaction fees payable by a Visited Agency
- (4) Requirements for or modifications to physical network infrastructure components that affect more than one Agency
- (5) Requirements for permitting new Agencies to participate in the benefits and obligations of this Agreement
- (6) Adoption of new technologies pertaining to interoperability among the Agencies
- (7) Modifications to this Agreement
- (8) Terms and conditions for an Agency's reinstatement to participate in the benefits and obligations of this Agreement after its participation is suspended or terminated due to a default of its obligations hereunder

Subject to any Agency's right to withdraw from the rights and obligations of this Agreement, actions and decisions adopted as described in this section will be binding on all Agencies.

B. Proposals. The items listed in Section 8.A. will be collectively referred to as "Operating Procedures." Each Agency will review the Operating Procedures periodically for possible modifications as its business and/or technical needs change. An Agency may submit a proposal to update the Operating Procedures. A proposal shall be submitted first to the other members of the proposing Agency's Hub. If, under the procedures described in Section 8.C., the Agencies that are members of the proposing Agency's Hub choose to submit the proposal to the

other Hub's Agencies, the proposal will be submitted to the other Hub's Agencies. If, under the procedures described in Section 8.C., the Agencies that are members of the Hub to which a proposal is submitted determine to adopt the proposal, then the Operating Procedures will be modified as set forth in the proposal. Alternatively, the members of the Hub to which a proposal is submitted may submit to the originating Hub modifications to the original proposal. A proposal and any modifications to a proposal must be in writing and must clearly describe in detail the proposed revision or addition to the Operating Procedures. A proposal must also include a rationale for the proposal.

C. Approval Processes. The member Agencies of each Hub will determine among themselves the procedures and requirements to be followed in determining if (1) a proposal should be submitted to the other Hub for consideration, (2) a proposal received from the other Hub should be approved, (3) a counter-proposal should be returned to the members of the Hub that originally offered the proposal, or (4) the addition of a new Agency as proposed by the other Hub. Subject to any Party's right to withdraw from this Agreement on the terms set forth herein, if (1) a Hub submits a proposal or counter-proposal to the other Hub, then the submitting Hub and all Agencies that are members of the submitting Hub will be deemed to have approved and agreed to comply with the submitted proposal or counterproposal if it is approved by the other Hub, (2) a Hub approves a proposal or counterproposal submitted to it, then all the Agencies will be deemed to have approved the proposal or counterproposal, and (3) a Hub approves, modifies or rejects the recommendation of a new Agency submitted to it, then all the Agencies will be deemed to have approved the response provided by the Hub.

D. Effectiveness. A change to the Operating Procedures approved by both Hubs will be effective one hundred eighty (180) days following the promulgation of the final version approved by the Hubs, unless the agreed proposal includes a different effective date; provided, however, that any two (2) or more Agencies may, by mutual agreement, agree to implement such changes as between themselves at an earlier date at their own expense when such changes do not directly and adversely affect any other Agency.

E. Maintenance of Agreement and Operating Procedures. FTE and NTTA will jointly maintain current versions of this Agreement and all Operating Procedures and will be responsible for providing current versions to all of the other Agencies.

## 9. TRADEMARK LICENSE AGREEMENT

Each Agency will enter into a Trademark License Agreement in the form attached hereto as Attachment C. Any toll entity that later becomes an Agency shall execute such Trademark License Agreement.

## 10. CONFIDENTIALITY OF INFORMATION

As long as the Agencies' exchange of customer information consists only of information specified in the ICDs, each Agency may release to persons or entities not involved in the interoperability process information in connection with another Agency's customer information or transactions involving another Agency's customers only to the extent required by applicable law. If Agencies find it necessary or convenient to exchange additional customer information, then additional procedures protecting such customer information from disclosure must be included in an amendment to this Agreement or in a separate agreement between the affected Agencies before actually exchanging the additional customer information.

## 11. MISCELLANEOUS PROVISIONS

Transfer of Interests. A Party's or Agency's direct or indirect rights, obligations, or interests under this Agreement are not transferable or assignable.

A. Payment for Other Services. From time to time, an Agency may incur costs to provide services for the benefit of the other Agencies. Prior to providing such services, the affected Agency shall define the necessary services, determine the allocation of costs between the Agencies, and obtain approval of cost allocations from each Agency. Agencies shall pay their respective costs within 90 days of invoice or as otherwise agreed between each Agency with respect to those Agencies' transactions.

B. Notices. All written notices, demands, and other papers or documents to be delivered to under this Agreement shall be delivered as follows, or to such other place or places and/or other email addresses as the Agencies may designate by written notice delivered to the other Agencies; any notice, demand, change of address, etc., may be delivered by email to the email address shown below, provided it is followed by a paper copy sent to the applicable address shown below; so long as the requirement for transmitting a paper copy is satisfied, a notice, demand, etc., sent by email shall be deemed delivered upon the sender's receipt of confirmation that the recipient has received and opened the sent message.

### To TxDOT:

Texas Department of Transportation  
TxTag Customer Service Center  
12719 Burnet Road  
Austin, Texas 78727  
Attention: Director Toll Operations Division, Richard Nelson  
Email: Richard.Nelson@TxDOT.gov

### To NTTA:

If by courier, hand delivery, or overnight service, to:

North Texas Tollway Authority  
5900 West Plano Parkway  
Plano, Texas 75093  
Attention: Assistant Executive Director of Operations  
Email: JHofmann@NTTA.org

If by any other service, to:

North Texas Tollway Authority  
P.O. Box 260729  
Plano, Texas 75026  
Attention: Assistant Executive Director of Operations  
Email: JHofmann@NTTA.org



**To Harris County:**

The Harris County Commissioners Court  
1001 Preston, 9th Floor  
Houston, Texas 77002  
Attention: Clerk of Commissioners Court  
Email: Lisa.Castaneda@HCTRA.org

and

Harris County Toll Road Authority  
7701 Wilshire Place Drive  
Houston, Texas 77040-5326  
Attention: Executive Director  
Email: Lisa.Castaneda@HCTRA.org

**To CTRMA:**

Central Texas Regional Mobility Authority  
3300 N IH-35, Suite 300  
Austin, Texas 78705  
Attention: Director of Operations  
Email: TReilly@CTRMA.org

**To GPTRA:**

Fort Bend Grand Parkway Toll Road Authority  
C/O The Muller Law Group  
16555 Southwest Freeway, Suite 200  
Sugar Land, TX 77479  
Email: MikeStone@MikeStoneAssociates.com

**To KTA:**

Kansas Turnpike Authority  
9401 E Kellogg  
Wichita, KS 67207  
Attention: Director of Technology  
Email: BMeisch@KSTurnpike.com

**To OTA:**

If by courier, hand delivery, or overnight service, to:

Oklahoma Turnpike Authority  
3500 Martin Luther King Avenue  
Oklahoma City, OK 73111

If by any other service, to:

Oklahoma Turnpike Authority  
PO Box 11357  
Oklahoma City, OK 73136  
Attention: Assistant Executive Director of Toll and Pikepass Operations  
Email: DMachamer@Pikepass.com

**To FTE:**

Florida's Turnpike Enterprise  
Attention: Executive Director  
Milepost 263, Building 5315  
Turkey Lake Service Plaza  
Ococee, FL 34761  
Email: [Diane.Scaccetti@dot.state.fl.us](mailto:Diane.Scaccetti@dot.state.fl.us)

**To NCTA:**

Executive Director  
Turnpike Authority  
North Carolina Turnpike Authority  
1 South Wilmington Street  
1578 Mail Service Center  
Raleigh, NC 27699-1578

**To SCDOT:**

SCDOT:  
Secretary South Carolina Department of Transportation  
955 Park Street  
Columbia, SC 29201

and

Southern Connector:  
Southern Connector  
Attention: Peter Femia  
PO Box 408  
Piedmont, SC 29673

**To SRTA:**

Executive Director  
State Road and Tollway Authority  
245 Peachtree Center Ave NE, Ste. 400  
Atlanta, GA 30303

C. FTE's Role. FTE will serve as the single point of contact between the SE Entities and the other Parties with regard to matters governed by Section 7 and Section 8. Without limiting

the foregoing, a proposal regarding a new Agency or Operating Procedures that the Central Hub Agencies desire to propose to Southeast Hub Agencies will be transmitted to the SE Entities by submitting the proposal to FTE, and FTE agrees to convey the proposal to all the SE Entities. Similarly, any proposal regarding a proposed new Agency or modifications to Operating Procedures that originates with the Southeast Hub shall be transmitted to the Central Hub Agencies by FTE. All other matters governed by this Agreement, including, but not limited to, the resolution of disputes between two Agencies regarding transactions or other matters that affect such Agencies, will be addressed through the affected Agencies' communicating with each other.

D. Relationship of the Agencies. Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Agencies or by any third party as creating, (A) the relationship of principal and agent, partnership or joint venture between the Agencies or (B) a joint enterprise between the Agencies and/or any other party. Without limiting the foregoing, the purposes for which the Agencies are participating in the benefits and obligations of this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the Agencies.

E. Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective Agencies and their legal successors.

F. Severability. If any provision of this Agreement, or the application, thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

G. Written Amendments. Any change in the agreements, terms and/or responsibilities of the Parties hereto must be enacted as provided in Section 8 and memorialized in writing maintained by FTE and NTTA.

H. Limitations. All covenants and obligations of the Agencies under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of any Agency shall have any personal obligations or liability hereunder.

I. Sole Benefit. This Agreement is entered into for the sole benefit of the Agencies and their respective legal successors, and nothing in this Agreement or in any approval subsequently provided by a party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

J. Authorization. By participating in the benefits of this Agreement, each Agency represents that it is fully authorized to perform its obligations as a benefitted Agency, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with its performance of the obligations set forth in this Agreement. Each signatory on behalf of the Parties, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

K. Governing Law. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the United States of America and of the state in which an action is filed to enforce or interpret this Agreement, including, such state's applicable conflicts of laws principles; provided, however, in the event of a dispute between or among the

Agencies regarding the posting of a charge to a customer's account, the laws of the state in which the account is established shall apply to the dispute.

L. Interpretation and Dispute Resolution. No provision of this Agreement shall be construed against, or interpreted to the disadvantage of, any Agency by any court, other governmental or judicial authority, mediator, or arbitrator by reason of such Agency having, or being deemed to have, drafted, prepared, structured or dictated such provision. Each Agency agrees to proactively attempt in good faith to resolve issues arising out of this Agreement in a timely manner. If agreed by the Agencies affected by a dispute, such Agencies may agree to engage in non-binding mediation by a qualified neutral mediator acceptable to such Parties, in which event each Agency participating in the mediation shall pay for its own costs and legal expenses in connection with the mediation. Notwithstanding anything above to the contrary, the Agencies shall first attempt resolve disputes through one or more scheduled meetings between the Executive Directors (or their designated representatives) of the affected Agencies before advancing a dispute to any formal dispute resolution process.

M. Waiver. No delay or omission by an Agency to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any of the Agencies of any of the covenants, conditions, or agreements to be performed by the others or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

N. Entire Agreement; Existing Agreements Not Superseded. Subject to the following provisions of this section, this Agreement constitutes the entire agreement between the Agencies with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement. This Agreement also supersedes any prior understandings or written or oral contracts between the Agencies respecting the subject matter defined herein. Notwithstanding the foregoing, nothing in this Agreement shall supersede, limit, impair, or otherwise affect the rights and obligations of the Central Parties with respect to the other Central Parties as set forth in the Central Hub Agreement. If any provision of this Agreement conflicts with the provisions of the Central Hub Agreement, the Central Hub Agreement shall control with respect to rights and obligations among and between the Central Parties. Likewise, nothing in this Agreement shall supersede, limit, impair, or otherwise affect the rights and obligations of the Southeast Entities with respect to the other Southeast Entities as set forth in their respective interoperability agreements with FTE. If any provision of this Agreement conflicts with the provisions of such an interoperability agreement, the applicable interoperability agreement shall control with respect to rights and obligations among and between the Southeast Entities.

O. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts, shall constitute one single agreement.

P. Headings. The section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

Q. Gratuities.

(1) Employees Not to Benefit. Texas Transportation Commission policy mandates that TxDOT employees shall not accept any benefit, gift, or favor from any person doing business with or who reasonably speaking may do business with the State

under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the TxDOT Executive Director.

(2) Liability. Any person doing business with or who reasonably speaking may do business with the State of Texas under this Agreement may not make any offer of benefits, gifts, or favors to TxDOT employees, except as mentioned above. Failure on the part of any Party to adhere to this policy may result in the termination of this Agreement.

R. Conflict of Interest. An Agency shall not assign an employee or an authorized representative to a project related to this Agreement if the employee: (A) owns an interest in or is an officer or employee of a business entity that has or may have a contract with the State of Texas or any other Agency relating to this Agreement; (B) has a direct or indirect financial interest in the outcome of work product resulting from this Agreement; (C) has performed services within the last one (1) year (or shorter period if approved by the Agencies) regarding the subject matter of this Agreement for an entity that has a direct or indirect financial interest in the outcome of work product resulting from this Agreement or that has or may have a contract with any Agency; or (D) is a current part-time or full-time employee of any other Agency.

S. No Election of Remedies. In the event of a default by one Agency hereunder, each other Agency shall have the right to pursue any and all remedies available to that other Agency under applicable law.

T. State Auditor's Provision. Any Agency may conduct an audit or investigation of another Agency, after substantiating good cause for the same. With reasonable advance notice, the Agencies may audit each other's books and records that directly relate to the subject matter of this Agreement. An Agency that is the subject of an audit or investigation must provide the respective Agency auditor with access at reasonable times during regular business hours to any information such auditor considers relevant to the investigation or audit.

U. No Liability for Third-Party Vendor Defaults. One or more of the Agencies may support the performance of the services and the achievement of the benefits described in this Agreement through that Agency's or Agencies' execution and administration of one or more contracts with third-party vendors and consultants. Notwithstanding anything to the contrary contained in this Agreement or otherwise, except for all actual tolls payable to the Agency to which such toll is owed, any such Agency or Agencies shall have no liability or responsibility of any kind to the other Agencies resulting from the failure to perform or other default of any third-party vendor or consultant under any such contract, and the other Agencies do hereby release and discharge any such Agency or Agencies from any liability or responsibility therefor (other than the actual tolls payable to the Agency to which such toll is owed).

V. If the exchange of motor vehicle registration or license plate information is ever used to carry out this Agreement, each Agency agrees that such information may not be used for any purpose other than (1) toll collection and toll collection enforcement; and (2) law enforcement purposes on request by a law enforcement agency.

## 12. ATTACHMENTS AND APPENDICES

This Agreement incorporates the provisions of its several attachments, including (A) **Attachment A**, which describes each Party's authority to enter into this Agreement and includes evidence that each Southeast Entity's has authorized FTE to enter into this Agreement on behalf of such Southeast Entity, (B) **Attachment B**, which describes the requirements regarding OTA System

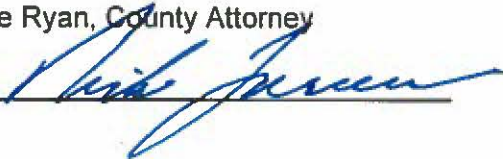
Match and System Reclassification Transactions, (C) **Attachment C**, which is a trademark license agreement between the Agencies, (D) **Attachment D**, which sets forth an initial schedule of transaction fees and other provisions regarding modifications thereof, and (E) **Attachment E** which sets forth the Interoperability Business Requirements (including Interface Control Documents attached thereto). All Attachments to this Agreement are incorporated into and made a part of the Agreement for all purposes. Any capitalized term used in this Agreement that is not expressly defined herein shall have the meaning given to that term under the IBRs. The Central Parties and FTE (for itself and the Southeast Agencies) to comply with requirements of Section 8 in connection with the modification from time to time of certain of the attachments to this Agreement.

[remainder of page intentionally blank; signature pages follow]

**HARRIS COUNTY**

By  Date MAY 23 2017  
Ed Emmett  
County Judge

**APPROVED AS TO FORM:**  
Vince Ryan, County Attorney

By:   
Nick Turner  
Assistant County Attorney

**NORTH TEXAS TOLLWAY AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_  
Gerald Carrigan  
Executive Director / CEO  
North Texas Tollway Authority

**ATTEST:**

By \_\_\_\_\_  
Lorelei Griffith, Secretary

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mike Heiligenstein  
Executive Director  
Central Texas Regional Mobility Authority

**APPROVED AS TO FORM:**  
General Counsel to the CTRMA

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

**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_  
Dr. James D. Condrey  
Chairman, Board of Directors  
Fort Bend Grand Parkway Toll Road Authority

**APPROVED AS TO FORM:**  
General Counsel to the GPTRA

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

**THE TEXAS DEPARTMENT OF TRANSPORTATION**

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 M. Bass  
Executive Director  
Texas Department of Transportation

**KANSAS TURNPIKE AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_  
Steve Hewitt  
Chief Executive Officer  
Kansas Turnpike Authority

**APPROVED AS TO FORM:**  
General Counsel to the KTA

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

**OKLAHOMA TURNPIKE AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_  
Tim J. Gatz  
Executive Director  
Oklahoma Turnpike Authority

**APPROVED AS TO FORM:**  
General Counsel to the OTA

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



**FLORIDA TURNPIKE ENTERPRISE**

By \_\_\_\_\_  
Dianne Gutierrez-Scaccetti  
Executive Director  
Florida's Turnpike Enterprise

Date \_\_\_\_\_

**APPROVED AS TO FORM:**  
General Counsel to the FTE

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

## ATTACHMENT A

### LEGAL AUTHORITY

This Agreement is entered into by the Parties under the authority granted to them by their respective states, and each Party represents to the other Parties that it has all required legal authority and is authorized to enter into and perform its obligations under this Agreement.

The Board of Directors of NTTA, by resolution dated \_\_\_\_\_, has authorized NTTA to enter into this Agreement and perform its obligations hereunder **(Attachment A-1)**.

The Commissioners Court of Harris County, by order dated \_\_\_\_\_, has authorized Harris County to enter into this Agreement and perform its obligations hereunder **(Attachment A-2)**.

The Board of Directors of CTRMA, by resolution dated \_\_\_\_\_, has authorized CTRMA to enter into this Agreement and perform its obligations hereunder **(Attachment A-3)**.

The Commissioners Court of Fort Bend County, by order dated \_\_\_\_\_, has authorized GPTRA to enter into this Agreement and perform its obligations hereunder **(Attachment A-4)**.

The Board of Directors of KTA, by resolution dated \_\_\_\_\_, has authorized KTA to enter into this Agreement and perform its obligations hereunder **(Attachment A-5)**.

The Authority Members of OTA, by approval of agenda item number \_\_\_\_\_ dated \_\_\_\_\_, has authorized OTA to enter into this Agreement and perform its obligations hereunder **(Attachment A-6)**.

The Texas Transportation Commission by resolution dated \_\_\_\_\_, has authorized TxDOT to enter into this Agreement and perform its obligations hereunder **(Attachment A-7)**.

Executive Director of FTE represents that she has the authority to enter into this Agreement on behalf of FTE and to bind FTE to perform its obligations hereunder.

Each Southeast Entity authorizes FTE to enter into this Agreement on behalf of such Southeast Entity and to bind that Southeast Entity to perform its obligations hereunder **(Attachment A-8)**.

## Attachment B

### OTA System Match and System Reclassification Transactions

#### 1. Background.

(a) System Matched Transactions. On certain Oklahoma turnpikes a vehicle transponder must be read by OTA's PIKEPASS system at both turnpike entry and exit points to calculate the toll charge based on actual travel by the vehicle. These turnpikes include the Turner, Will Rogers, Creek, Kilpatrick, and Cherokee Turnpikes. If a transponder is not read at both the point of entry and point of exit on these turnpikes, the PIKEPASS system will utilize the known read location(s) to calculate a toll charge, which may equal, but will not exceed, the maximum toll payable on that turnpike, based on the classification of the vehicle. These transactions are referred to as "System Matched Transactions." When submitting a System Matched Transaction generated by a transponder issued by a Party other than OTA, OTA agrees to identify the System Matched Transaction to the other Party.

(b) System Reclassification Transactions. Classification equipment at selected locations on OTA's Turnpikes can detect the number of axles on a vehicle. The number of axles is compared to the vehicle class shown on the Parties' tag validation list. If the number of axles detected by OTA differs from the vehicle class in the tag validation list, OTA will calculate the toll rate for the transaction based on the number of axles detected by OTA's classification equipment. These transactions are referred to as "System Reclassification Transactions." When submitting a System Reclassification Transaction generated by a transponder issued by a Party other than OTA, OTA agrees to identify the System Reclassification Transaction to the other Party.

#### 2. Notification to Account Holders.

(a) KTA and NTTA. Provided OTA has provided KTA and NTTA, respectively, with proper and adequate notice of a System Match Transaction and/or System Reclassification Transactions, KTA and NTTA each agrees to identify such transaction on its customers' toll statements and inform those customers that they must review each such transaction and notify OTA of any toll charges inconsistent with the customer's actual travel within thirty (30) days of their toll statement date. NTTA and KTA may satisfy this obligation by referring customers to either an OTA website that contains all pertinent information about System Matched Transactions and System Reclassification Transactions or the PIKEPASS Customer Service Center (or both). OTA must give its prior written approval to the form of NTTA's and KTA's communications with respect to such transactions before such communication is utilized unless such form has previously been authorized by OTA in writing.

(b) All Other Parties. Each Southeast Entity and each Party other than NTTA and KTA (and OTA) shall include a conspicuous notation on its customers' statements of toll charges that contain charges for OTA transactions, as follows:

Travel on the Oklahoma Turnpike System may include "System Match" and/or "System Reclassification" transactions, which may result in incorrect toll charges. For additional information on these types of transactions, including how to determine whether your statement includes such transactions, please visit PIKEPASS FAQs at <https://www.pikepass.com/pikepass/Faqs.aspx>.

(c) OTA's Notification Obligations. OTA agrees to provide complete and correct information at all times to customers of other Parties that make inquiries regarding System Matched Transactions and/or System Reclassification Transactions using any of the methods specified above or any other method specified by OTA. OTA shall promptly correct any incorrect toll charges assessed against any customer of another Party.

## ATTACHMENT C

### TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT ("Agreement") is made by and among the parties that have executed the agreement on the signature pages hereof (each, a "Party" and collectively, the "Parties") to be effective as between any two or more Parties as provided in Section 8.H, below.

#### RECITALS

WHEREAS, each Party is the owner of valid and subsisting rights in the trademark and logo depicted under that Party's name on Exhibit A attached hereto and made a part of this Agreement and federal registrations therefor (each being referred to in this Agreement as the applicable Licensor's "Mark"), for use as an identifier of that Party's transponders and transponder technology and as an identifier for electronic toll collection services in the United States; and

WHEREAS, each Party desires to obtain from each of the other Parties a fully paid, royalty-free, nonexclusive, non-transferable license to use each other's Mark in connection with interoperable electronic toll collection services ("Licensed Services") among the Parties pursuant to that certain Agreement Regarding Interoperability of Toll Systems and Transponders entered into between certain of the Parties and under which the remaining Parties are third-party obligors and beneficiaries (the "Interoperability Agreement"); and

WHEREAS, under this Agreement, a Party that is granting rights to another Party to use the first Party's Mark shall be referred to as a "Licensor," and each Party that is receiving rights to use a Licensor's Mark shall be referred to as a "Licensee"; and

WHEREAS, each Licensor is willing to grant each Licensee a fully paid, royalty free, non-exclusive, non-transferable, perpetual license to use the Licensor's Mark in connection with Licensed Services upon the terms and conditions set forth herein.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and accepted by the Parties to this Agreement, the Parties agree as follows:

1. Ownership.

A. Each Licensor agrees that it is the rightful owner of its Mark and the goodwill pertaining thereto for use in providing electronic toll collection services in the United States.

B. Each Licensee agrees that ownership of a Licensor's Mark and the goodwill pertaining thereto shall remain vested in the Licensor that owns the Mark and further agrees never to challenge, contest or question the validity of such Licensor's ownership of the Licensor's Mark or any applications for registration or registrations thereof.

C. Each Licensee agrees that it will take no action inconsistent with a Licensor's ownership of such Licensor's Mark and that all use of any Licensor's Mark by a Party in its capacity as a Licensee shall inure to the benefit of the Licensor that owns such Mark.

D. Each Party agrees not to challenge, contest or question the validity of this Agreement and not to assist others in doing so.

2. Grant.

A. Each Party, as Licensor, hereby grants to each other Party, as Licensee, a fully paid, royalty free, non-exclusive, non-transferable, license to use the Licensor's Mark for so long as the Licensee is a party to or third-party beneficiary under the Interoperability Agreement; such license shall be used by a Licensor solely in connection with interoperable toll transactions governed by the Interoperability Agreement. Upon the termination or expiration of the Interoperability Agreement, all licenses granted hereunder shall terminate automatically. Upon a Party's withdrawal from the Interoperability Agreement or the termination of a Party's rights under the Interoperability Agreement, the license granted hereunder to that Party shall terminate automatically.

B. Each Licensee agrees that it has no right to use any other Party's Mark except as permitted under this Agreement.

C. Each Licensee agrees to use the Mark in a manner that is consistent with the guidelines attached hereto as Exhibit B ("Guidelines").

3. Quality Control.

A. Each Licensee will maintain a prudent level of quality in Licensed Services offered under the Mark.

B. Each Licensee acknowledges and agrees that each Licensor's reliance upon a Licensee's established quality control practices, reputation and expertise in the conduct of its business prior to the Effective Date, and such Licensee's agreement to maintain the level of quality in offering Licensed Services required under, and otherwise to fully comply with, the Guidelines, is a reasonable means of ensuring the quality of Licensee's services bearing the Mark.

C. For so long as a Licensee continues to maintain service quality as set forth above, as monitored by Licensor from the inspection of Licensed Services appearing in the marketplace, no additional controls shall be deemed necessary; provided, however, that Licensee agrees to comply with the Guidelines and all laws and regulations applicable to Licensee in offering the Licensed Services.

4. Independent Parties.

A. All Parties agree that this Agreement does not create a fiduciary relationship between them and that nothing in this Agreement is intended to make any Party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of any other Party for any purpose whatsoever.

B. No Party is authorized by this Agreement to make any contract, agreement, warranty or representation, or to create any obligation, express or implied, on behalf of another Party by virtue of the Licensor/Licensee relationship between any two Parties, and no Party shall either represent that it has the right so to act or do so.

C. Each Licensee agrees that it:

(1) is wholly responsible for, and no Licensor will have liability for, Licensed Services offered by such Licensee under another Party's Mark, and

(2) will be responsible for the actions of its employees, agents, or servants in its use of the other Parties' Marks or in offering Licensed Services under such Marks.

D. Each Licensor shall have the independent right to take any action it may deem necessary, in its sole discretion, to protect and defend itself against any threatened action arising out of a Licensee's use of the Licensor's Mark or Licensed Services offered under that Mark.

5. Policing of the Mark and Infringement

If a Party is named as defendant in any action arising out of its use of another Party's Mark in connection with Licensed Services, such Party agrees to immediately notify the Licensor of the Mark in question. The Licensor of that Mark shall have the right, but not the obligation, to intervene in any such action and control and direct the defense thereof at such Licensor's expense.

6. Term

The term of this Agreement shall be continue for so long as the Interoperability Agreement remains in effect; provided, however, the Licenses granted hereunder and the licensed rights of any particular Licensee with respect to a Mark shall terminate if (a) the Licensee withdraws from the Interoperability Agreement or its rights under the Interoperability Agreement are terminated, (b) the Licensee ceases to do business, or (c) the Licensee fails to abide by the terms of this Agreement and the Guidelines, provided that in such event, the Licensee shall have thirty (30) days after receipt of written notice from a Licensor of any such failure in which to correct or cure any such failure.

7. Assignment and Sublicense

A Licensee may not assign, transfer, or sublicense any of the rights granted herein without the prior written consent of Licensor.

8. Miscellaneous

A. The captions used in this Agreement are for convenience only and do not limit or amplify the provisions of this Agreement.

B. One or more waivers of any covenant, term, or condition of this Agreement by the Parties to this Agreement will not be construed as a waiver of a subsequent breach of the same or any other covenant, term, or condition. No implication or rule of construction may be utilized based upon the identity of the Party drafting this Agreement.

C. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained therein, and no agreement will be effective to change, modify, or terminate this Agreement in whole or in part unless such agreement is in writing and duly signed by the Party against whom enforcement of such change, modification, or termination is sought.

D. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected.

E. The terms, provision, and covenants contained in this Agreement will inure to the benefit of and be binding upon the Parties, and their respective successors, permitted assigns, and legal representatives.

F. All notices and other communications from one party to the others shall be addressed to the parties at the addresses given in the Interoperability Agreement, as they may be amended from time to time in accordance with the Interoperability Agreement.

G. Each Party acknowledges that the person executing this Agreement on its behalf is duly authorized and empowered to execute this Agreement as a binding and enforceable act of such Party.

H. Upon the execution of this Agreement by any two or more Parties this Agreement shall be deemed fully effective and operative with respect to those Parties.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement by their duly authorized representatives to be effective as of the Effective Date set forth above.

\_\_\_\_\_  
[NAME OF PARTY]

Date of execution:

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

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[NAME OF PARTY]

Date of execution:

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

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[NAME OF PARTY]

Date of execution:

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

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[NAME OF PARTY]

Date of execution:

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

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Date of execution:

\_\_\_\_\_

[NAME OF PARTY]

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

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

Date of execution:

\_\_\_\_\_

[NAME OF PARTY]

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

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

Date of execution:

\_\_\_\_\_

[NAME OF PARTY]

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

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

Date of execution:

\_\_\_\_\_

[NAME OF PARTY]

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

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

**EXHIBIT A**

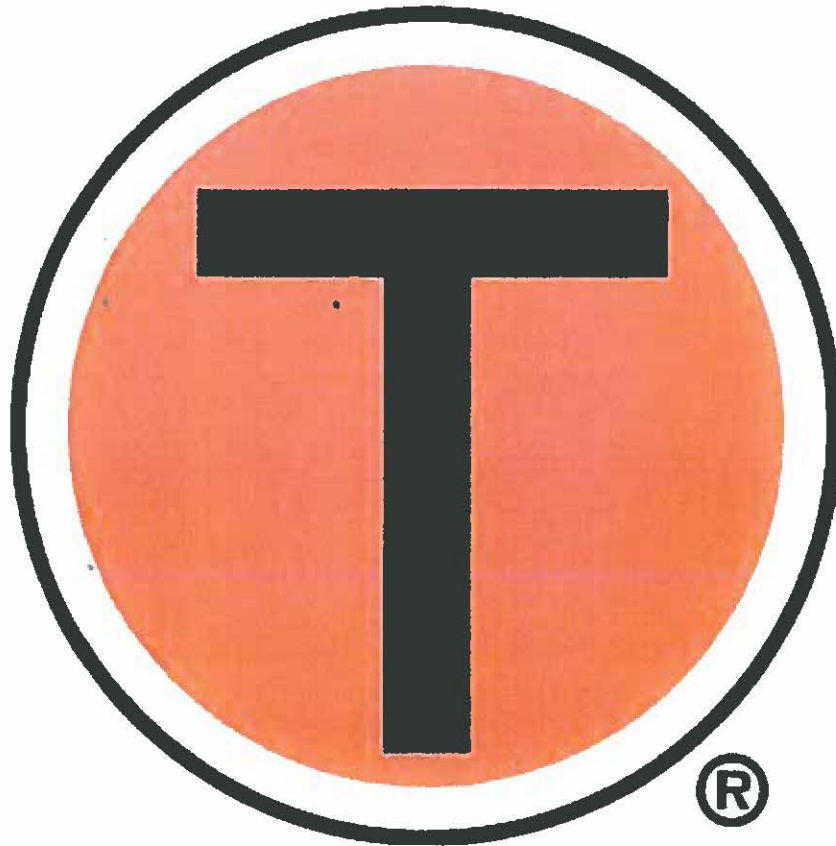
**TRADEMARKS AND LOGOS**

**[FOLLOW THIS COVER SHEET]**

NTTA

**NTTA**®

***NORTH TEXAS TOLLWAY AUTHORITY***



HCTRA



CTRMA



**CENTRAL TEXAS**  
**Regional Mobility Authority**

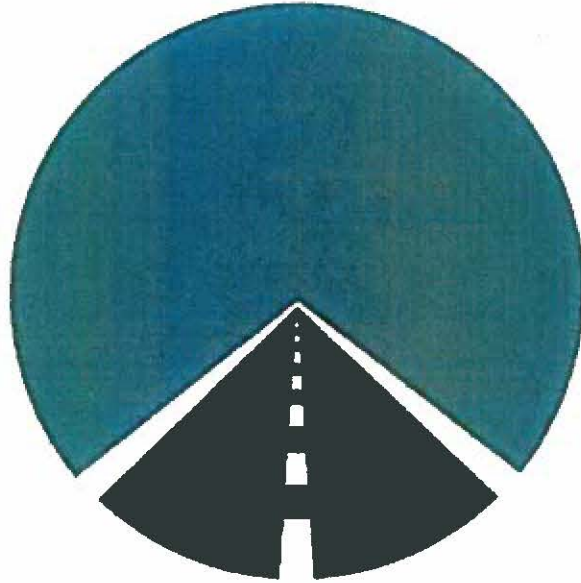
GPTRA



KTA



OTA



**OKLAHOMA  
TURNPIKE  
AUTHORITY**

***PIKEPASS™***



TxDOT



CCRMA (through CTRMA)



*Effective Mobility. . . . From Borders To Beaches*

CRRMA (through CTRMA)



# CAMINO REAL

REGIONAL MOBILITY  
AUTHORITY

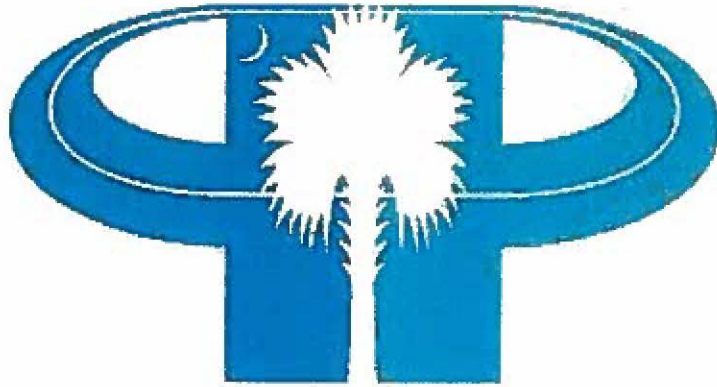
NETRMA (through CTRMA)



**SunPass (all Florida tolled facilities)**



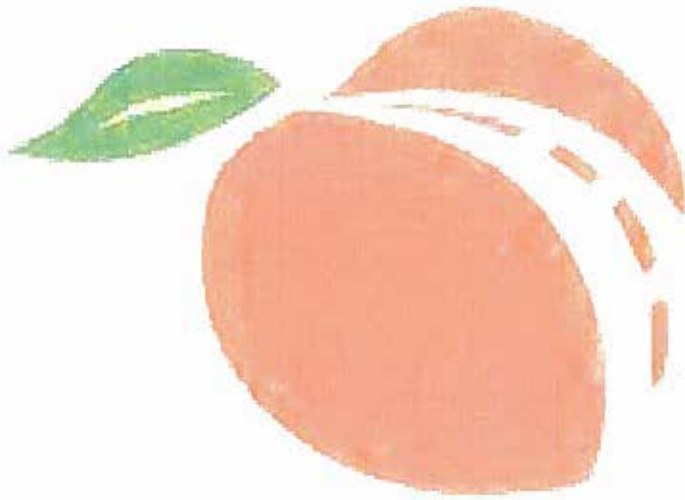
SCDOT



# Palmetto Pass

SOUTH CAROLINA

SRTA



PEACH PASS

*Keep Moving.*

NCTA





## EXHIBIT B

### GUIDELINES

These Guidelines are a part of that certain Trademark License Agreement to which they are attached. Any term used in these Guidelines that is not expressly defined in these Guidelines has the meaning given to the term in the Trademark License Agreement.

- The registration symbol ® should be used with each Mark (whether a trademark [e.g., "TxTag®"] or a logo [e.g., ®]) at least once on any document, either in the most prominent place on the document or in the first place that the Mark appears.
  - In marketing materials, it is preferred that the registration symbol be used on each page of the document (particularly if it could stand alone)
- A Mark cannot be used by itself, with or without the registration symbol, as a noun or product
- If use of a trademark (e.g., "TxTag") by itself (as a noun) is critical or significant to the message presented, then the logo or a tag graphic can be use in place of the trademark
- The trademark must be used as an adjective, and not a noun, and can be used as an adjective with the products and services that Licensee will offer; e.g., TxTag® tag, TxTag® stickers, TxTag® Customer Service Center, TxTag® Program, etc.
- The trademark should not be used in the plural or possessive forms (e.g., "TxTags" or "TxTag's")
- The following statement must be included in documents or visual media referencing a Mark:
  - e.g., TxTag and the TxTag logo are federally registered trademarks of the Texas Department of Transportation.
- The following statement must be recorded in any audio media referencing a mark:
  - [Mark] is a federally registered trademark of [the Mark's Licensor].

## ATTACHMENT D

### TRANSACTION FEES

- A. This Attachment D shall apply only to transactions incurred when the holder of a transponder account with a Southeast Entity travels on a Toll Facility owned or operated by a Central Party or when the holder of a transponder account with a Central Party travels on a Toll Facility owned or operated by a Southeast Entity. This Attachment D shall not govern transactions incurred when a Southeast Entity's account holder travels on another Southeast Entity's Toll Facility or when a Central Party's account holder travels on another Central Party's Toll Facility; such transactions shall be governed by existing agreements that are exclusively between the Southeast Entities and exclusively between the Central Parties, respectively, as those agreements may be amended or restated from time to time.
- B. Without implying that the meaning of "Agency" used in any other provision of or attachment to this Agreement differs from the definition in Section 1.C. of the Agreement, the term "Agency" as used in this Attachment D has the meaning given to that term in Section 1.C.
- C. Whenever a Visited Agency determines through a transponder or license plate that the vehicle incurring the toll is associated with a valid transponder account maintained with the account's Home Agency, the Home Agency shall owe the applicable toll to the Visited Agency, and the Visited Agency shall owe the Home Agency a transaction fee to compensate the Home Agency for processing the toll transaction.
- D. Transaction fees shall be 3% of the applicable posted toll for travel on the Visited Agency's facility. However, such fee shall be evaluated pursuant to Section 8 of the Agreement; such adjustment may, if agreed to by the Parties, result in a fixed per-transaction fee in lieu of a percentage fee or a combination of a fixed per-transaction fee and a percentage fee.
- E. Subject to the following exception for transaction fee modifications that change the basis for calculating transaction fees, adjustments to transaction fees shall be implemented by all Parties beginning with the next invoice period that begins following a 30 day period after approval of an adjusted fee. For modifications that change the basis for calculating transaction fees, the implementation date for the modification will be as agreed upon by the Parties.

**ATTACHMENT E**  
**INTEROPERABILITY BUSINESS REQUIREMENTS**  
**(INCLUDING INTERFACE CONTROL DOCUMENTS)**



**SSIOP Business**  
**Rules VERSION 2.7.F**



**SSIOP ICD VERSION**  
**1.20 FINAL RELEASE**

**ORDER OF COMMISSIONERS COURT  
 Authorizing Agreement Regarding Interoperability of Toll Systems and  
 Transponders**

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on MAY 23 2017, with all members present except none.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING AGREEMENT  
 REGARDING INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS  
 CONNECTING THE CENTRAL STATES HUB APPROVED JUNE 14, 2016 TO THE  
 SOUTHEAST HUB OPERATED BY THE FLORIDA TURNPIKE ENTERPRISE (FTE)**

Commissioner Cagle introduced an order and moved that Commissioners Court adopt the order. Commissioner Morman seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jack Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an agreement regarding Interoperability of Toll Systems and Transponders connecting the Central States HUB approved June 14, 2016 to the Southeast HUB operated by the Florida Turnpike Enterprise (FTE). The Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioners' Court

MAY 23 2017  
 APPROVE clm  
 Recorded Vol. \_\_\_\_\_ Page \_\_\_\_\_

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

**RESOLUTION NO. 17-036**

**APPROVE AN AGREEMENT WITH GOOGLE FOR THE  
WAZE CONNECTED CITIZENS PROGRAM**

WHEREAS, the Mobility Authority is continuously seeking ways to enhance mobility in the Central Texas region; and

WHEREAS, the Waze Connected Citizens Program is offered by Google to facilitate the notification of road conditions to the traveling public; and

WHEREAS, Google has currently partnered with more than 125 other participants, including cities, departments of transportation, metropolitan planning organizations, and private sector participants; and

WHEREAS, Waze's Connected Citizens data exchange program will allow the Mobility Authority Traffic Management Center and Google to share traffic data regarding the road conditions on Mobility Authority facilities; and

WHEREAS, the Executive Director recommends that the Board authorize the Mobility Authority to participate in the Waze Connected Citizens Program.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorize the Executive Director to submit the Connected Citizens Program Membership Application on behalf of the Mobility Authority, a copy of which is attached to this resolution as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of June 2017.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

# Connected Citizens Program Membership Application

Please fill out this form to apply to Waze's Connected Citizens data exchange program.

## **Last step: Agree to the Waze Traffic Data API Additional Terms**

BECOMING A PARTICIPATING MEMBER OF THE CCP (A "CCP PARTNER"):

In order to send and receive traffic data, each partner must execute The Waze Traffic Data API Additional Terms (the "Waze Traffic Data API Additional Terms"), which will govern the traffic data licenses CCP Partners grant to and receive from Google.

A partner will officially become a CCP Partner on fulfillment of the following two conditions: (i) Google notifies the partner that its application for membership was accepted, and (ii) the partner executes the Waze Traffic Data API Additional Terms (the CCP Membership Terms and the Waze Traffic Data API Additional Terms are collectively referred to as the "Agreement").

Immediately after becoming a CCP Partner, the CCP Partner will work with Google to define the geographic parameters of the areas where the CCP Partner collects traffic data, and Google will determine the corresponding bounding box coordinates for such areas (the "Territory"). Subject to the Waze Traffic Data API Additional Terms, Google will then begin to provide CCP Partner with a live feed of the traffic data collected in the Territory by its traffic and navigation service known as Waze ("Waze"), and CCP Partner will provide Google with a live feed of the CCP Partner's traffic data.

### PARTNERSHIP QUALIFICATIONS:

While qualifications may vary among partners, Google is primarily seeking government agencies or private road operators with real-time traffic-related data that is not already available to Google. Additional qualifications Google may consider when evaluating a partner's qualifications may include geographical diversity, technical capability and eagerness to innovate.

### CCP MEMBERSHIP ELIGIBILITY CRITERIA:

In order to become a member of the CCP, a partner must meet all of the following requirements:

- (a) partner is a government agency or a private road operator (although Google may make an exception to this requirement at its sole discretion in rare circumstances);
- (b) partner has completed the CCP membership application and executed the Waze Traffic Data API Additional Terms; and
- (c) partner possesses real-time traffic-related data, and has all of the rights needed to provide the data to Google in compliance with the Waze Traffic Data API Additional Terms.

A partner should not submit an application for membership in the CCP if it does not meet the above requirements.

### WITHDRAWAL OF CCP PARTNERSHIP:

Google reserves the right on notice (including by email) to withdraw a CCP Partner's membership status if: (a) the Agreement terminates; or (b) CCP Partner stops fulfilling the CCP Membership Eligibility

Criteria; or (c) CCP Partner breaches the Agreement. If a CCP Partner's membership status is withdrawn, Google may terminate the Agreement with immediate effect, unless Google in its sole discretion decides to extend a 30 day grace period before termination.

Organization Legal Name

I have full legal authority to bind the entity identified in the signature box below ("Organization") to the Agreement of this partnership



## **Waze Connected Citizens Program Data Upload Tool and Waze Traffic Data API Additional Terms**

Last Modified: February 9, 2017

Your use of the Waze Connected Citizens Program Data Upload tool and the Waze Traffic Data API are subject to the [Google Terms of Service](#), the [Google APIs Terms of Service](#), and these additional terms (the “**Waze Connected Citizens Program Additional Terms**”). Together, the Google Terms of Service, the Google APIs Terms of Service, and the Waze Connected Citizens Program Additional Terms are the “**Agreement**.”

**1. Authority to Accept Terms.** If you are accepting this Agreement on behalf of a government entity, a company, or other entity, you represent and warrant that: (a) you have full legal authority to bind that agency, company, or entity to this Agreement; (b) you have read and understand this Agreement; and (c) you and your agency, company, or entity agree to this Agreement. If you don't have the legal authority to bind your agency, company, or entity, please do not accept this Agreement.

### **2. Data Licenses.**

#### **2.1. To Google.**

(a) License Grant. When you upload data using the Waze Connected Citizens data upload tool (the “**Waze Upload Tool**”), you grant Google a royalty-free, non-exclusive, worldwide license to use the uploaded data in connection with Google products and services for (i) the duration of the applicable intellectual property rights in that data, or (ii) the maximum period permitted by applicable law if (ii) is shorter than (i).

(b) Rights. You represent and warrant that you have and will retain all necessary rights to provide that license to Google.

#### **2.2. To You.**

(a) License Grant. When you use the Waze Traffic Data API (the “**Waze API**”), Google grants you a royalty-free, non-exclusive license to do the following, subject to the [Google APIs Terms of Service](#) and the Waze Connected Citizens Program Additional Terms:

- (i) internally use the Waze API to access Waze’s traffic data;
- (ii) internally use that Waze traffic data in your traffic management infrastructure and crisis response centers, solely to improve traffic conditions; and
- (iii) incorporate and distribute real-time Waze traffic data in a consumer-facing traffic incident notification service that you own and control.

(b) License Restrictions.

- (i) You may only use the Waze API in the geographical areas covered by the data you uploaded to Waze.
- (ii) You may only use the Waze API as long as you are licensing your data to Google under Section 2.1.
- (iii) You will not, and will not permit a third party to do any of the following, except with Google’s express prior written consent:
  - (A) use the Waze API, Waze data, or the Waze Upload Tool in any manner not expressly authorized by this Agreement (for example, you must not scrape the Waze Upload Tool and data);
  - (B) distribute or publish aggregated or historic Waze data or any analyses of the Waze data; or
  - (C) use Waze data to create a product or service that performs the same or similar functions as the Waze service (for example, you must not use the Waze API to create a navigation app).
- (iv) Your services that use the Waze data must not (and must not make it reasonably possible for third parties (other than your Google-approved subcontractors) to):
  - (A) incorporate Waze data into third-party products or services; or
  - (B) use Waze data for any commercial purpose.

#### **2.3 Sublicensing.**

(a) Google may sublicense the license rights in Section 2.1 to (i) its affiliates; and (ii) users (to the extent necessary to permit them to use Google products and services).

- (b) You may sublicense the license rights in Section 2.2 to the sublicensees authorized in writing by Google (without further right to sublicense), subject to the following:
- (i) you must have written agreements with your authorized sublicensees that are no less protective of Google and the Waze data than this Agreement;
  - (ii) you must not charge your authorized sublicensees a fee to access the Waze data;
  - (iii) your authorized sublicensees may exercise the sublicensed rights only in connection with your consumer-facing traffic incident notification service; and
  - (iv) you will remain liable for your authorized sublicensees' acts and omissions.

**2.4 Attribution.**

- (a) By You. When you use Waze data in your service(s), you will provide attribution to Waze in accordance with the [Waze Connected Citizens Program Attribution Guidelines](#).
- (b) By Google. When Google uses your road closure or traffic incident data in Google products or services, Google will provide attribution to you consistent with its attribution to similarly-situated licensors, subject to form factor or technical limitations (including space-constricted displays and text or voice-based results).
- (c) Brand Features Licenses. Each party grants the other a royalty-free, non-exclusive, worldwide license to use their brand features, only in connection with its attribution obligations in Section 2.4 and, if approved, its publicity rights under Section 4.4 (Publicity). All goodwill, rights, and benefits those brand features will inure solely to the brand features owner's benefit, and the brand features owner will retain all rights in those brand features.

**2.5 Retention of Rights.** As between the parties:

- (a) you retain all rights in your uploaded data; and
- (b) Google retains all rights in (i) the Waze API, Waze data, Waze Upload Tool; (ii) all Google products and services, and (iii) any content created, submitted, or used in connection with the Google products and services, including (A) user-generated content (for example, Waze user corrections to, or verifications of, your uploaded data); and (B) Google-created content (for example, the Google quality control team's corrections to your uploaded data).

**2.6 No Other Restrictions.** Nothing in this Agreement:

- (a) requires either party to use the other party's data;
- (b) restricts either party from using content it obtains elsewhere; or
- (c) restricts either party from exercising any rights it has at law (including under the U.S. Copyright Act).

**3. Privacy Policy.** Because neither party will disclose any personal information to the other under this Agreement, the Google Privacy Policy (referenced in the Google Terms of Service and the Google APIs Terms of Service) does not apply.

**4. Confidentiality; Publicity.**

**4.1 Definition. "Confidential Information"** means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

**4.2 Confidentiality Obligations.** Subject to Section 4.3 (Public Records Exception), the recipient will not disclose the other party's Confidential Information, except to employees, affiliates, agents, or professional advisors ("**Delegates**") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the other party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

**4.3 Public Records Exception.** If you are a government entity, the following will apply, subject to applicable law:

(a) **Notice Requirement.** If a government entity receives a public records disclosure request, you will promptly (and in any event within five days) provide to Google a written notice specifying the details of the disclosure request, including the requester's identity, the requested records, and the legal deadline to disclose the records.

(b) **Disclosure of Public Records.** A government entity may disclose the requested records on the legal deadline for disclosure as required by the applicable public records disclosure law, but only if: (1) Google does not obtain a court order enjoining the disclosure, (2) the government entity reasonably determines that the requested records are not exempt from disclosure, and (3) the government entity is otherwise legally required by an applicable public records disclosure law to comply with the disclosure request.

**4.4 Publicity.** Subject to Section 4.3, neither party may make any public statement regarding the Connected Citizens Program without the other's written approval, except that the parties may publicly reference a government entity's participation in the Connected Citizens Program. Each party will promptly review and respond to the other party's approval requests.

**5. No Indemnity Obligations.** Neither party will have indemnity obligations under the Agreement. The second sentence in the Google Terms of Service section titled "Business uses of our Services" and the Google APIs Terms of Service section titled "Indemnification" will not apply under this Agreement.

**6. Termination.** Either party may terminate this Agreement for convenience on 60 days' written notice to the other party. On termination of this Agreement for any reason (contractual or otherwise): (a) each party will stop providing data to the other party; (b) you will stop using the Waze API, Waze data, and Waze Upload Tool; and (c) the following Sections will survive (along with any other sections that under their terms or by implication ought to survive): the [Google Terms of Service](#); all defined terms; Sections 2.1, 2.3(a), 2.4(b), 2.4(c), 2.5, 2.6, 3, 4, 5, 6, and 7.

## **7. General.**

**7.1 Affiliates, Consultants, and Contractors.** Google may use its affiliates, consultants, and contractors in connection with the performance of its obligations and exercise of its rights under this Agreement, provided that those parties are subject to the same obligations as Google.

**7.2 Force Majeure.** Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

**7.3 No Agency.** This Agreement does not create any agency, partnership, or joint venture between the parties.

**7.4 Amendments.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

**7.5 Government Entities.** If you are a government entity, the following will apply:

### **(a) Governing Law.**

(i) For government entities (other than United States federal government entities), the [Google Terms of Service](#) section regarding governing law and venue is deleted.

(ii) For United States federal government entities, the [Google Terms of Service](#) section regarding governing law and venue is deleted and replaced with the following:

"This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (A) the laws of the State of California (excluding California's conflict of laws rules) will apply in the absence of applicable federal law;

and (B) any dispute arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal courts of Santa Clara County, California, and the parties consent to personal jurisdiction in those courts.”

**(b) U.S. Government Restricted Rights.** All access or use of the Waze API, Waze data, and Waze Upload Tool by or for the United States federal government is subject to the "U.S. Government Restricted Rights" section in the [Legal Notices for Google Maps/Google Earth and Google Maps/Google Earth APIs](#).

**7.6 Conflicting Languages.** If this Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.



# Google Terms of Service

Last modified: April 14, 2014 ([view archived versions](#))

## Welcome to Google!

Thanks for using our products and services (“Services”). The Services are provided by Google Inc. (“Google”), located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

## Using our Services

You must follow any policies made available to you within the Services.

Don’t misuse our Services. For example, don’t interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don’t remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services display some content that is not Google’s. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don’t assume that we do.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

## Your Google Account

You may need a Google Account in order to use some of our Services. You may create your own Google Account, or your Google Account may be assigned to you by an administrator, such as your employer or educational institution. If you are using a Google Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

To protect your Google Account, keep your password confidential. You are responsible for the activity that happens on or through your Google Account. Try not to reuse your Google Account password on third-party applications. If you learn of any unauthorized use of your password or Google Account, [follow these instructions](#).

## Privacy and Copyright Protection

Google's [privacy policies](#) explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Google can use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

We provide information to help copyright holders manage their intellectual property online. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices and Google's policy about responding to notices [in our Help Center](#).

## Your Content in our Services

Some of our Services allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

When you upload, submit, store, send or receive content to or through our Services, you give Google (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services (for example, for a business listing you have added to Google Maps). Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

Our automated systems analyze your content (including emails) to provide you personally relevant product features, such as customized search results, tailored advertising, and spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored.

If you have a Google Account, we may display your Profile name, Profile photo, and actions you take on Google or on third-party applications connected to your Google Account (such as +1's, reviews you write and comments you post) in our Services, including displaying in ads and other commercial contexts. We will respect the choices you make to limit sharing or visibility settings in your Google Account. For example, you can choose your settings so your name and photo do not appear in an ad.

You can find more information about how Google uses and stores content in the privacy policy or additional terms for particular Services. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you.

## About Software in our Services

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

Google gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Google as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Google, in the manner permitted by these terms. You may not copy, modify,

distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

### **Modifying and Terminating our Services**

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we'll be sorry to see you go. Google may also stop providing Services to you, or add or create new limits to our Services at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

### **Our Warranties and Disclaimers**

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER GOOGLE NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

### **Liability for our Services**

WHEN PERMITTED BY LAW, GOOGLE, AND GOOGLE'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

### **Business uses of our Services**

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Google and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

## About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Google and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts.

For information about how to contact Google, please visit our [contact page](#).



# Google APIs Terms of Service

Last modified: December 5, 2014 ([view archived version](#))

(<https://developers.google.com/terms/terms-2011>)

Thank you for using Google's APIs, other developer services, and associated software (collectively, "APIs"). By accessing or using our APIs, you are agreeing to the terms below. If there is a conflict between these terms and additional terms applicable to a given API, the additional terms will control for that conflict. Collectively, we refer to the terms below, any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines as the "Terms." You agree to comply with the Terms and that the Terms control your relationship with us. So please read all the Terms carefully. If you use the APIs as an interface to, or in conjunction with other Google products or services, then the terms for those other products or services also apply.

Under the Terms, "Google" means Google Inc., with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043, United States, unless set forth otherwise in additional terms applicable for a given API. We may refer to "Google" as "we", "our", or "us" in the Terms.

## Section 1: Account and Registration

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### a. Accepting the Terms

You may not use the APIs and may not accept the Terms if (a) you are not of legal age to form a binding contract with Google, or (b) you are a person barred from using or receiving the APIs under the applicable laws of the United States or other countries including the country in which you are resident or from which you use the APIs.

### b. Entity Level Acceptance

If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).

### c. Registration

In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you give to Google will always be accurate and up to date and you'll inform us promptly of any updates.

#### d. Subsidiaries and Affiliates

Google has subsidiaries and affiliated legal entities around the world. These companies may provide the APIs to you on behalf of Google and the Terms will also govern your relationship with these companies.

## Section 2: Using Our APIs

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#### a. Your End Users

You will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

#### b. Compliance with Law, Third Party Rights, and Other Google Terms of Service

You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the APIs to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with Google (or its affiliates).

#### c. Permitted Access

You will only access (or attempt to access) an API by the means described in the documentation of that API. If Google assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts.

#### d. API Limitations

Google sets and enforces limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. If you would like to use any API beyond these limits, you must obtain Google's express consent (and Google may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Google API team for information (e.g. by using the Google developers console).

#### e. Open Source Software

Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes the Terms, the open source license instead sets forth your agreement with Google for the applicable open source software.

#### f. Communication with Google

We may send you certain communications in connection with your use of the APIs. Please review the applicable API documentation for information about opting out of certain types of communication.

#### g. Feedback

If you provide feedback or suggestions about our APIs, then we (and those we allow) may use such information without obligation to you.

#### h. Non-Exclusivity

The Terms are non-exclusive. You acknowledge that Google may develop products or services that may compete with the API Clients or any other products or services.

## Section 3: Your API Clients

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### a. API Clients and Monitoring

The APIs are designed to help you enhance your websites and applications ("API Client(s)"). YOU AGREE THAT GOOGLE MAY MONITOR USE OF THE APIS TO ENSURE QUALITY, IMPROVE GOOGLE PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include Google accessing and using your API Client, for example to identify security issues that could affect Google or its users. You will not interfere with this monitoring. Google may use any technical means to overcome such interference. Google may suspend access to the APIs by you or your API Client without notice if we reasonably believe that you are in violation of the Terms.

### b. Security

You will use commercially reasonable efforts to protect user information collected by your API Client, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

### c. Ownership

Google does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs.

### d. User Privacy and API Clients

You will comply with all applicable privacy laws and regulations including those applying to PII. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information (including for advertising) with Google and third parties.

## Section 4: Prohibitions and Confidentiality

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### a. API Prohibitions

When using the APIs, you may not (or allow those acting on your behalf to):

1. Sublicense an API for use by a third party. Consequently, you will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties.
2. Perform an action with the intent of introducing to Google products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
3. Defame, abuse, harass, stalk, or threaten others.
4. Interfere with or disrupt the APIs or the servers or networks providing the APIs.
5. Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
6. Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
7. Use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).
8. Use the APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
9. Remove, obscure, or alter any Google terms of service or any links to or notices of those terms.

Unless otherwise specified in writing by Google, Google does not intend use of the APIs to create obligations under the Health Insurance Portability and Accountability Act, as amended ("HIPAA"), and makes no representations that the APIs satisfy HIPAA requirements. If you are (or become) a "covered entity" or "business associate" as defined in HIPAA, you will not use the APIs for any purpose or in any manner involving transmitting protected health information to Google unless you have received prior written consent to such use from Google.

### b. Confidential Matters

1. Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.
2. Our communications to you and our APIs may contain Google confidential information. Google confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without Google's prior written consent. Google confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Google confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

## Section 5: Content

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### a. Content Accessible Through our APIs

Our APIs contain some third party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content. Finally, content accessible through our APIs may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

### b. Submission of Content

Some of our APIs allow the submission of content. Google does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling Google to provide, secure, and improve the APIs (and the related service(s)) and only in accordance with the applicable Google privacy policies, you give Google a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or

displayed to or from the APIs through your API Client. "Use" means use, host, store, modify, communicate, and publish. Before you submit content to our APIs through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.

### c. Retrieval of content

When a user's non-public content is obtained through the APIs, you may not expose that content to other users or to third parties without explicit opt-in consent from that user.

### d. Data Portability

Google supports data portability. For as long as you use or store any user data that you obtained through the APIs, you agree to enable your users to export their equivalent data to other services or applications of their choice in a way that's substantially as fast and easy as exporting such data from Google products and services, subject to applicable laws, and you agree that you will not make that data available to third parties who do not also abide by this obligation.

### e. Prohibitions on Content

Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs:

1. Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
2. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
3. Misrepresent the source or ownership; or
4. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

## Section 6: Brand Features; Attribution

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### a. Brand Features

"Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of Google's Brand Features (including any goodwill associated therewith) will inure to the benefit of Google.

### b. Attribution

You agree to display any attribution(s) required by Google as described in the documentation for the API. Google hereby grants to you a nontransferable, nonsublicenseable, nonexclusive license while the Terms are in effect to display Google's Brand Features for the purpose of promoting or advertising that you use the APIs. You must only use the Google Brand Features in accordance with the Terms and for the purpose of fulfilling your obligations under this Section. In using Google's Brand Features, you must follow the [Google Brand Features Use Guidelines \(https://www.google.com/permissions/guidelines.html\)](https://www.google.com/permissions/guidelines.html). You understand and agree that Google has the sole discretion to determine whether your attribution(s) and use of Google's Brand Features are in accordance with the above requirements and guidelines.

### c. Publicity

You will not make any statement regarding your use of an API which suggests partnership with, sponsorship by, or endorsement by Google without Google's prior written approval.

### d. Promotional and Marketing Use

In the course of promoting, marketing, or demonstrating the APIs you are using and the associated Google products, Google may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company or product name. You grant us all necessary rights for the above purposes.



## Section 7: Privacy and Copyright Protection

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### a. Google Privacy Policies

By using our APIs, Google may use submitted information in accordance with our [privacy policies](https://www.google.com/policies/privacy/) (<https://www.google.com/policies/privacy/>).

### b. Google DMCA Policy

We provide information to help copyright holders manage their intellectual property online, but we can't determine whether something is being used legally or not without their input. We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices and Google's policy about responding to notices in our [Help Center](https://www.google.com/dmca.html) (<https://www.google.com/dmca.html>).

## Section 8: Termination

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### a. Termination

You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Terms, you must provide Google with prior written notice and upon termination, cease your use of the applicable APIs. Google reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

### b. Your Obligations Post-Termination

Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the Google Brand Features, and delete any cached or stored content that was permitted by the cache header under Section 5. Google may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use an API.

## c. Surviving Provisions

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4b, 5, 8, 9, and 10.

## Section 9: Liability for our APIs

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### a. WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER GOOGLE NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE APIS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE APIS, THE SPECIFIC FUNCTIONS OF THE APIS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE APIS "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

### b. LIMITATION OF LIABILITY

WHEN PERMITTED BY LAW, GOOGLE, AND GOOGLE'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE APPLICABLE APIS (OR, IF WE CHOOSE, TO SUPPLYING YOU THE APIS AGAIN) DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

IN ALL CASES, GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

## c. Indemnification

Unless prohibited by applicable law, if you are a business, you will defend and indemnify Google, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

1. your misuse or your end user's misuse of the APIs;
2. your violation or your end user's violation of the Terms; or
3. any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users.

## Section 10: General Provisions

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### a. Modification

We may modify the Terms or any portion to, for example, reflect changes to the law or changes to our APIs. You should look at the Terms regularly. We'll post notice of modifications to the Terms within the documentation of each applicable API, to this website, and/or in the Google developers console. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. But changes addressing new functions for an API or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.

### b. U.S. Federal Agency Entities

The APIs were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.

### c. General Legal Terms

We each agree to contract in the English language. If we provide a translation of the Terms, we do so for your convenience only and the English Terms will solely govern our relationship. The Terms do not create any third party beneficiary rights or any agency, partnership, or joint

venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the Terms, and Google does not take action right away, this does not mean that Google is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and Google relating to its subject and supersede any prior or contemporaneous agreements on that subject. For information about how to contact Google, please visit our [contact page](https://www.google.com/intl/en/contact/) (<https://www.google.com/intl/en/contact/>).

Except as set forth below: (i) the laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs and (ii) ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA, AND YOU AND GOOGLE CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

If you are accepting the Terms on behalf of a United States federal government entity, then the following applies instead of the paragraph above: the laws of the United States of America, excluding its conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs. Solely to the extent permitted by United States Federal law: (i) the laws of the State of California (excluding California's conflict of laws rules) will apply in the absence of applicable federal law; and (ii) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

If you are accepting the Terms on behalf of a United States city, county, or state government entity, then the following applies instead of the paragraph above: the parties agree to remain silent regarding governing law and venue.

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# Legal Notices for Google Maps/Google Earth and Google Maps/Google Earth APIs

Last Modified: December 17, 2015

Google is providing the following notices under applicable laws and contracts (the "**Legal Notices**").

The Legal Notices are incorporated by reference into the [Google Maps/Google Earth Additional Terms of Service](#) and the [Google Maps/Google Earth APIs Terms of Service](#).

By accessing, downloading, or using Google Maps/Google Earth or the Google Maps/Google Earth APIs (collectively, the "**Service(s)**"), you are agreeing to be bound by these Legal Notices.

Unless otherwise specified, capitalized terms used in these Legal Notices have the meanings given to them in the [Google Terms of Service](#), the [Google Maps/Google Earth Additional Terms of Service](#), and the [Google Maps/Google Earth APIs Terms of Service](#).

1 **Standards.** The Services rely on widely recognized international standards for naming and mapping conventions. For example, for country and territory naming, we rely primarily on the [ISO-3166 standard](#), which is recognized by the UN Statistics Division.

2 **U.S. Government Restricted Rights Notice.**

2.1 This computer software is submitted with restricted rights under the [Google Terms of Service](#), the [Google Maps/Google Earth Additional Terms](#), and the [Google Maps/Google Earth APIs Terms of Service](#). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

2.2

This computer software may be:

- a. Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
- b. Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
- c. Reproduced for safekeeping (archives) or backup purposes;
- d. Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software will be subject to the same restricted rights;
- e. Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and
- f. Used or copied for use with a replacement computer.

2.3 Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

2.4 Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

2.5 This notice will be marked on any reproduction of this computer software, in whole or in part.

3

### **Country-Specific Notices.**

#### **3.1 Andorra**

Govern de Andorra

### 3.2 Australia

Certain content which is available as part of the Services is derived from data provided by Transport for NSW. Public Transport Customers requiring the most current information should check at [www.transportnsw.info](http://www.transportnsw.info).

### 3.3 Austria

- a. BEV - BA fuer Eich und Vermessungswesen (Geocodes) © Österreichisches Adressregister, 2009. You are not permitted, at any one time, to use Austrian Postal Data to provide, display or provide access to mass downloads or bulk feeds of numerical latitude and longitude coordinates.
- b. BEV - BA fuer Eich und Vermessungswesen (Map Data) © BEV, 2009

### 3.4 Belgium

- a. Institut Geographique National - IGN Belgium
- b. Brussels UrbIS®© - Distribution & Copyright CIRB/CIBG

### 3.5 Brazil

FUNAI (Fundação Nacional do Índio)

### 3.6 Canada

Google's maps of Canada include data provided from the following:

- a. Source Data: © 2015 DMTI Spatial Inc.
- b. Statistics Canada 2005-2008 Road Network File
- c. GeoBase - <http://www.geobase.ca/>

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Google maps du Canada contient des données qui ont été reproduites avec l'autorisation de DMTI Spatial Inc. sur sous-licence de la Société canadienne des

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### 3.7 Denmark

- a. © COWI A/S
- b. © DAVdata.dk
- c. © The Danish Road Directorate / Vejdirektoratet

### 3.8 Finland

- a. National Land Survey of Finland © NLS, 2011
- b. The Finnish Road Administration / Digiroad 2011

### 3.9 France and Monaco

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- b. © Principauté de Monaco
- c. Contains information from [STIF Open Data](#), which is made available here under the [Open Data License \(ODbL\)](#). Modifications and improvements to the database made available in GTFS format [here](#).

### 3.10 Germany

- a. Bundesamt für Kartographie und Geodäsie - © Vermessungsverwaltungen der Bundesländer und Bundesamt für Kartographie und Geodäsie
- b. Trails and Points of Interest © Bayerische Vermessungsverwaltung ([www.geodaten.bayern.de](http://www.geodaten.bayern.de))
- c. © 2012 Aerowest; municipal of Hilden, City of Oberhausen, City of Konstanz, Wuppertal, © 2007 Stadt Karlsruhe VLW



### 3.11 Great Britain

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Powered by TfL Open Data.

### 3.12 Greece

- a. EuroGeographics; Copyright Geomatics Ltd.
- b. © 2012 Epsilon International SA

### 3.13 Hong Kong

Google's maps of Hong Kong include business listings and transit data provided by Mapking International Limited – [www.mapking.com](http://www.mapking.com).

### 3.14 Hungary

© GeoX – FÖMI – MoD Mapping Agency, 2012

### 3.15 Ireland

- a. © An Post GeoDirectory Limited 2012
- b. This Service includes mapping data licensed from Ordnance Survey Ireland. © Ordnance Survey Ireland year 2009. All rights reserved. Licence number AND09/09v1.0.

### 3.16 Israel

- a. Based on mapping data from Mapa - Mapping and Publishing Ltd ("Mapa"). © Mapa - Mapping and Publishing. The mapping data is protected by international copyright laws and international copyright conventions.
- b. Your use of mapping data is permitted only for personal use (unless you are a business user where you can use the mapping for internal use, and in accordance with Google's terms that apply to the relevant Service) via Google's services.
- c. Unless authorized by these terms or Google's applicable terms of use, you may not: (i) copy, duplicate, reproduce, modify, sell, trade, resale, reverse engineer, create derivatives, digitize, translate or transcode the mapping data; or (ii) use the mapping data with any products, systems, functions or applications otherwise connected to or in communication with vehicles, vehicle navigation, positioning, dispatch, real time route guidance, fleet management, force management or similar application.
- d. You undertake full responsibility and risk related to your use of the mapping data. Mapa is not responsible to you for the mapping data and does not make or give to you any representations or warranties, express and implied, in connection with the mapping data, including, but not limited to, the accuracy, completeness, reliability or usability of the mapping data. Therefore, Mapa is not liable to you for any damage or claim whatsoever, direct or indirect, arising from your use of the mapping data.
- e. You will indemnify, defend and hold harmless Mapa from and against any and all claims or actions arising out of or in connection with your use of the mapping data accessed from or through Google's Services, including, but not limited to, losses, liabilities, damages, injuries (including injuries resulting in death), costs and expenses (including legal fees and costs).

### 3.17 Italy (including Vatican City and San Marino)

- a. © Geonext/DeAgostini
- b. © 2005 ediMap di Marcello Robberto

### 3.18 Japan

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### 3.30 Spain

- a. Vectorial cartographic information based on Base Cartográfica Nacional from Instituto Geográfico Nacional de España
- b. Ajuntament de Roses
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- d. Protected areas - EUROPARC España

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### **5**

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

**RESOLUTION NO. 17-037**

**AUTHORIZE NEGOTIATION AND EXECUTION OF AN ADVANCE FUNDING  
AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR  
THE MANOR EXPRESSWAY (290E) PHASE III PROJECT**

WHEREAS, the Mobility Authority supports the goal of improving mobility in the Central Texas region through development of three (3) additional 290 East / SH130 direct connectors in order to improve safety and operations; and

WHEREAS, the Mobility Authority exercised its option under Section 373.052, Transportation Code, to develop, finance, construct, and operate Manor Expressway (290E) Phase III Project by issuing Resolution No. 16-080 dated September 28, 2016; and

WHEREAS, the Texas Department of Transportation (TxDOT) subsequently expressed a desire to develop, finance, construct and operate the eastbound 290 East to southbound SH 130 direct connector and associated improvements (the "TxDOT Improvements"), as part of the Central Texas Turnpike System; and

WHEREAS, in an effort to accommodate TxDOT, the Board rescinded its previous exercise of the option to develop, finance, construct, and operate the TxDOT Improvements portion of the Manor Expressway (290E) Phase III Project by issuing Resolution No. 17-028 dated, May 31, 2017; and

WHEREAS, TxDOT has also requested that the Mobility Authority develop and construct the TxDOT Improvements on TxDOT's behalf under the same contracts as the rest of the Manor Expressway (290E) Phase III Project; and


WHEREAS, the Mobility Authority and TxDOT have agreed to negotiate and execute such further agreements as are necessary to reflect each agency's commitments and obligations related to the TxDOT Improvements; and

WHEREAS, on June 1, 2017, staff submitted an Advance Funding Agreement (AFA) application to TxDOT to secure TxDOT funding for the development and construction of the TxDOT Improvements.

NOW THEREFORE, BE IT RESOLVED that the Board authorizes the Executive Director to take all actions necessary to negotiate, finalize and execute an Advance Funding Agreement with TxDOT to pay for the TxDOT Improvements portion of the Manor Expressway (290E) Phase III Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of June 2017.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

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

**RESOLUTION NO. 17-038**

**AUTHORIZE NEGOTIATION AND EXECUTION OF AN ADVANCE FUNDING  
AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION  
FOR THE 183 NORTH PROJECT**

WHEREAS, by Resolution No. 17-002, dated January 25, 2017, the Central Texas Regional Mobility Authority Board of Directors (the "Board") authorized the Executive Director to proceed with further development of the 183 North Project; and

WHEREAS, by Resolution No. 17-23, dated April 26, 2017, the Board exercised its option as a local toll project entity to develop, finance, construct, and operate an approximately 8.0 mile section of managed lanes on U.S. 183 between SH 45 North and MoPac as part of the 183 North Project; and

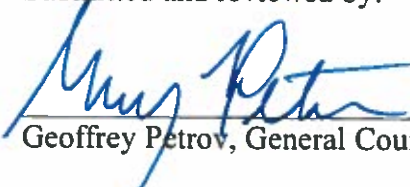
WHEREAS, TxDOT is evaluating potential non-tolled project elements to be developed and constructed by the Mobility Authority as part of the 183 North Project, including widening of US 183 as required to bring the total number of general purpose lanes to four in each direction, construction of bicycle/pedestrian elements, and associated development costs (the "TxDOT Improvements"); and

WHEREAS, on June 1, 2017, staff submitted an Advance Funding Agreement (AFA) application to TxDOT to secure TxDOT funding for the development and construction of the TxDOT Improvements.

NOW THEREFORE, BE IT RESOLVED that the Board authorizes the Executive Director to take all actions necessary to negotiate, finalize and execute an Advance Funding Agreement with TxDOT to pay for the TxDOT Improvements portion of the 183 North Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of June 2017.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors