

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

**RESOLUTION NO. 21-028**

**APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF LEANDER FOR DRONE  
SERVICES FOR ACCIDENT INVESTIGATIONS AND MAINTENANCE INSPECTIONS**

WHEREAS, the proven efficiency of Unmanned Aircraft Systems (Drones) in vehicle accident investigations and reconstructions, including reductions to time of roadway closures (Drone Services), has attracted demand from various regional entities; and

WHEREAS, vehicle accident investigations and reconstructions often require law enforcement to close Mobility Authority operated toll roads or divert traffic directly onto Mobility Authority facilities from adjacent frontage roads when on which accidents occur; and

WHEREAS, closures to Mobility Authority facilities due to vehicle accident investigations and reconstructions affect the mobility of the traveling public and impact revenues; and

WHEREAS, to reduce the impact of extended closures times and impact to revenue the Mobility Authority desires Drone Services for accident investigations and maintenance inspections on 183A Toll and 183A Phase III; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 370 of the Texas Transportation Code authorize a regional mobility authority to enter into an agreement with a governmental entity for the performance of governmental functions and services; and

WHEREAS, the Interim Executive Director and the City of Leander have negotiated a proposed interlocal agreement for Drone Services for 183A Toll and 183A Phase III in an amount not to exceed \$18,500 in the form or substantially the same form attached hereto as Exhibit A.

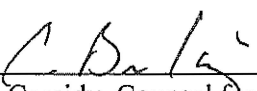
WHEREAS, the Interim Executive Director requests that the Board authorize him to execute the proposed interlocal agreement with the City of Leander for Drone Services for 183A Toll and 183A Phase III in an amount not to exceed \$18,500 in the form or substantially the same form attached hereto as Exhibit A.


NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Interim Executive Director to execute an interlocal agreement with the City of Leander for Drone Services for 183A Toll and 183A Phase III in an amount not to exceed \$18,500 in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of April 2021.

Submitted and reviewed by:

Approved:

  
\_\_\_\_\_  
C. Brian Cassidy, Counsel for the  
Central Texas Regional Mobility Authority

  
\_\_\_\_\_  
Robert W. Jenkins, Jr.  
Chairman, Board of Directors

**Exhibit A**

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is effective as of May 1, 2021, and is between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Mobility Authority”) and the CITY OF LEANDER (the “City”), political subdivisions of the State of Texas (collectively, the “Parties”).

### WITNESSETH:

**WHEREAS**, the Mobility Authority is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the “RMA Rules”); and

**WHEREAS**, the City is a home rule city and municipal corporation; and

**WHEREAS**, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

**WHEREAS**, Section 370.033 of the Regional Mobility Authority Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

**WHEREAS**, the Mobility Authority operates a portion of the 183A Toll within and around the corporate limits of the City and in 2021 will begin construction activities on 183A Phase 3, an extension from Hero Way in the City to State Highway 29, a 6.6 mile stretch of road along and to the north of the City; and

**WHEREAS**, serious vehicle crashes and other types of incidents on 183A Toll can require City law enforcement to restrict access or completely close sections of the toll road for extended periods of time to conduct required investigative activities; and

**WHEREAS**, the Mobility Authority and the City have determined that drone technology is a cost-effective tool, that will improve the speed and accuracy of accident investigation while reducing the risk to investigating officers, and

**WHEREAS**, reopening 183A Toll in a more expedited manner reduces the inconvenience to the travelling public, reduces the strain on City law enforcement resources and provides ancillary benefits to the Mobility Authority, and

**WHEREAS**, during construction of 183A Phase 3 the Mobility Authority would be able to reduce expenses by utilizing City drone services to monitor construction progress and traffic impacts, and

**WHEREAS**, the Mobility Authority could benefit from the use of drone technology to from time to time monitor and document traffic operations on existing sections of 183A Toll in the City, and

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**WHEREAS**, the Parties have agreed that it would be to their mutual benefit for the Mobility Authority and the City to enter into this agreement to provide drone technology and reporting services to conduct traffic investigations, construction monitoring and other traffic surveillance services on 183A Toll and 183A Phase 3, generally from East Crystal Falls Parkway to SH 29.

**NOW, THEREFORE**, the Parties agree as follows:

**1. Recitals.** The recitals set forth above are incorporated into this Agreement for all purposes and are found by the Parties to be true and correct. The Parties have further found and determined that each Party has authorized and approved the Agreement by resolution, order, or other action by its respective governing body, and that this Agreement will be in full force and effect when approved by each Party.

**2. Drone Technology Monitoring, Investigation and Reporting Services (Services).** Services shall be provided to reduce the duration of crash and other law enforcement investigations which adversely impact traffic flows on 183A Toll and 183A Phase 3, and to provide the Mobility Authority real time information affecting traffic flows and aerial video records. The Parties agree that the Leander Police Department shall provide the following to the Mobility Authority:

- a. Conduct corridor drone flights as directed by Mobility Authority staff/consultants to monitor traffic conditions and provide video records of 183A Toll and 183A Phase 3 construction progress on a quarterly basis (each 90 days). Additional drone flights shall be performed from time to time at the request of the Mobility Authority. The City will make a reasonable effort to provide the City staff resources necessary to fulfill such requests.
- b. Provide traffic event reports to the Mobility Authority when Services are rendered for incidents that require a roadway closure or that cause travel delays in excess of five minutes.
- c. Provide quarterly reports documenting all use of the drone equipment including date, time and purpose. The reports should include information regarding the benefits the drone system provided to the City and/or the Mobility Authority.

**3. Payment.** For the Services described above the Mobility Authority agrees to remit to the City a one-time payment of \$18,500 within thirty (30) days of the effective date of this agreement.

**4. Term and Termination.** The term of this Agreement shall be for 60 months from the date it is fully executed. If this Agreement is terminated by the Parties in advance of full term, the City shall reimburse the Mobility Authority as follows:

- a. 0 to 12 months, \$12,000.00
- b. 13 to 24 months, \$8,000.00
- c. 25 to 36 months, \$4,000.00
- d. 37 to 60 months, no reimbursement is required.

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**5. Liability.** The City agrees that the Mobility Authority shall not be liable for any claims or losses of any kind arising out of acts or omissions by the City. The City agrees the Mobility Authority will not be liable for any incidents arising from the City's use of the drone. The Mobility Authority agrees that the City shall not be liable for any claims or losses of any kind arising out of acts or omissions by the Mobility Authority.

**6. Notices.** All notices, demands or other requests, and other communications required or permitted under this Agreement or which any Party may desire to give to the other Party shall be in writing and shall be deemed to be given on the date of receipt by the Party to whom the notice is either (i) hand-delivered, with written receipt of the notice provided by the receiving Party, or (ii) delivered by fax or electronic mail transmission at the respective addresses set forth below, or at such other address as a Party may from time to time designate by written notice to the other Party as herein required:

MOBILITY AUTHORITY: William Chapman, Interim Executive Director & Chief Financial Officer

Central Texas Regional Mobility Authority  
3300 N. IH-35, Suite 300  
Austin, TX 78705  
(512) 966-9784 (facsimile)  
Email address: [wchapman@ctrma.org](mailto:wchapman@ctrma.org)

WITH COPY TO:

Geoff Petrov, General Counsel  
Central Texas Regional Mobility Authority  
3300 N. IH-35, Suite 300  
Austin, TX 78705  
(512) 225-7788 (facsimile)  
Email address: [gpetrov@ctrma.org](mailto:gpetrov@ctrma.org)

CITY:

Rick Beverlin, City Manager  
City of Leander  
200 West Willis Street  
Leander, TX 78641  
(512) 259-1605 (facsimile)  
Email address: [rbeverlin@leandertx.gov](mailto:rbeverlin@leandertx.gov)

WITH A COPY TO:

Paige Saenz, City Attorney  
City of Leander  
223 W. Anderson, Suite A-105  
Austin, TX 78752  
(512) 323-5773 (facsimile)  
Email address: [paige@cityattorneytexas.com](mailto:paige@cityattorneytexas.com)

**7. Calculation of Days.** Unless otherwise specified, each reference in this Agreement to a day or days refers to a calendar day; however, if the last day of any period described in this Agreement

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is a Saturday, Sunday, or legal holiday observed by either Party, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday observed by either Party.

**8. Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

**9. Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

**10. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**11. Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

**12. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

**13. Venue.** The parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Williamson County, Texas.

**14. Assignment.** Except as otherwise provided in this Agreement, a party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other party.

**15. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

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**The Parties** are signing this agreement to be effective on the date stated in the introductory paragraph.

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By: \_\_\_\_\_  
William Chapman, Interim Executive  
Director & Chief Financial Officer

**CITY OF LEANDER**

By: \_\_\_\_\_  
Troy Hill, Mayor