

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

RESOLUTION NO. 23-030

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

WHEREAS, by Resolution No. 20-048, dated August 26, 2020, the Board of Directors approved Amendment No. 1 to the current interlocal agreement with the Texas Department of Transportation (TxDOT) for the administration the Highway Emergency Responders Operators (HERO) program to assist first responders with traffic incidents, clear large debris from the roadway, and provide free roadside assistance to stranded motorists in Central Texas including Mobility Authority facilities through August 31, 2023; and

WHEREAS, TxDOT has proposed a new interlocal agreement in an amount not to exceed \$6,041,675.64 to cover HERO services on Mobility Authority facilities including 183A Toll, 290 Toll, MoPac Express Lane and 71 Toll Lane through August 31, 2028 on an as-needed basis; and

WHEREAS, the Executive Director recommends that the Board of Directors approve the proposed interlocal agreement with TxDOT for HERO services on Mobility Authority facilities in an amount not to exceed \$6,041,675.64 and in the form or substantially the same form attached hereto as Exhibit A.


NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed interlocal agreement with TxDOT for HERO services in an amount to not exceed \$6,041,675.64 and authorizes the Executive Director to execute the interlocal agreement on behalf of the Mobility Authority 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 16th day of August 2023.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:


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

Exhibit A

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

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

I. CONTRACTING PARTIES:

The Texas Department of Transportation TxDOT
Central Texas Regional Mobility Authority (CTRMA) Local Government

II. PURPOSE: TxDOT, the Performing Agency, will provide Safety Service Patrol, the common term for HERO of the four highway segments identified by the Project Location Maps attached as Tx 1/Loop1/Mopac; 290 East Toll Rd/Manor Expressway; 183-A Toll Road; and SH 71 Express Toll Road. CTRMA will contribute to the costs TxDOT incurs to provide that service.

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

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$6,041,675.64 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on August 31, 2028 or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

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

The governing body, by resolution or ordinance, dated August 16, 2023, has authorized the Local Government to obtain the services described in **Attachment A**.

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

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
AUTHORIZED SIGNATURE
James Bass, Executive Director

FOR THE STATE OF TEXAS

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

By _____ Date _____
Marc D. Williams
Executive Director

ATTACHMENT A
Scope of Services

TxDOT, shall provide services for the Local Government for Fiscal Years (FY) 24 through FY 28.

Over the past several years, TxDOT Austin District and mobility partners have utilized Safety Service Patrol (SSP) services as an integral part of Traffic Incident Management (TIM). For various reasons, purchase orders for ownership and management of an SSP program called the Highway Emergency Response Operator (HERO) program have transferred to TxDOT from the Local Government, the regional mobility partner in Austin. As Traffic Management Systems (TMS) technologies and strategies have evolved, HERO has maintained its critical role in keeping roads clear. The TxDOT HERO Program for which the Purchase Order (PO) is awarded includes expanded Austin-area highway portions, as specifically set forth in Attachment E – Location Map Showing Projects. The TxDOT HERO Program will continue to use the existing HERO Program phone number, updated blue truck graphics, and operate through existing facilities at the Combined Transportation and Emergency Communications Center (CTECC) in East Austin.

TxDOT shall coordinate with the Local Government to issue a written Notice to Proceed (NTP) once the agreement has been executed. After the NTP is issued, TxDOT will require ramp up time of 60 days in order to get equipment in place to perform the work under a new PO.

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

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

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

ATTACHMENT B

Budget

Annual Budget FY 2024, FY 2025, FY2026, FY2027, & FY 2028

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

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

Roadway	Roadways/Segments	North or West Limit	South or East Limit	Miles	Total Estimated Cost	% split	CTRMA Participation Cost
1	TX 1/Loop 1/MoPac (GP and ML)	Pamer Lane	SH 45 South	21.8	\$ 825,612.60	25%	\$ 206,403.15
2	290 East Toll Rd/Manor Expressway RMA	US 183	Joyce Turner Drive in Manor	6.2	\$ 470,390.60	67%	\$ 315,161.70
3	183-A Toll Road RMA	CR 276	Lakeline Mall Drive	10.3	\$ 470,390.60	100%	\$ 470,390.60
4	SH 71 Express Toll Road	US 183 South	SH 130	3.9	\$ 470,390.60	46%	\$ 216,379.68
				42.2	\$ 2,236,784.40		\$ 1,208,335.13

Table B-2: Cost per Year

		FY 24	FY 25	FY 26	FY 27	FY 28	
Roadway	Roadways/Segments	CTRMA Participation Cost	CTRMA Participation Cost	CTRMA Participation Cost	CTRMA Participation Cost	CTRMA Participation Cost	Contract Total
1	TX 1/Loop 1/MoPac (GP and ML)	\$ 206,403.15	\$ 206,403.15	\$ 206,403.15	\$ 206,403.15	\$ 206,403.15	\$ 1,032,015.75
2	290 East Toll Rd/Manor Expressway RMA	\$ 315,161.70	\$ 315,161.70	\$ 315,161.70	\$ 315,161.70	\$ 315,161.70	\$ 1,575,808.51
3	183-A Toll Road RMA	\$ 470,390.60	\$ 470,390.60	\$ 470,390.60	\$ 470,390.60	\$ 470,390.60	\$ 2,351,953.00
4	SH 71 Express Toll Road	\$ 216,379.68	\$ 216,379.68	\$ 216,379.68	\$ 216,379.68	\$ 216,379.68	\$ 1,081,898.38
	Total	\$ 1,208,335.13	\$ 1,208,335.13	\$ 1,208,335.13	\$ 1,208,335.13	\$ 1,208,335.13	\$ 6,041,675.64

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

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

Article 2. Conflicts Between Agreements

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

Article 3. Disputes

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

Article 4. Ownership of Equipment

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

Article 5. Termination

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

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

Article 7. Responsibilities of the Parties

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

Article 8. Compliance with Laws

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

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

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

Article 11. Notices

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

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

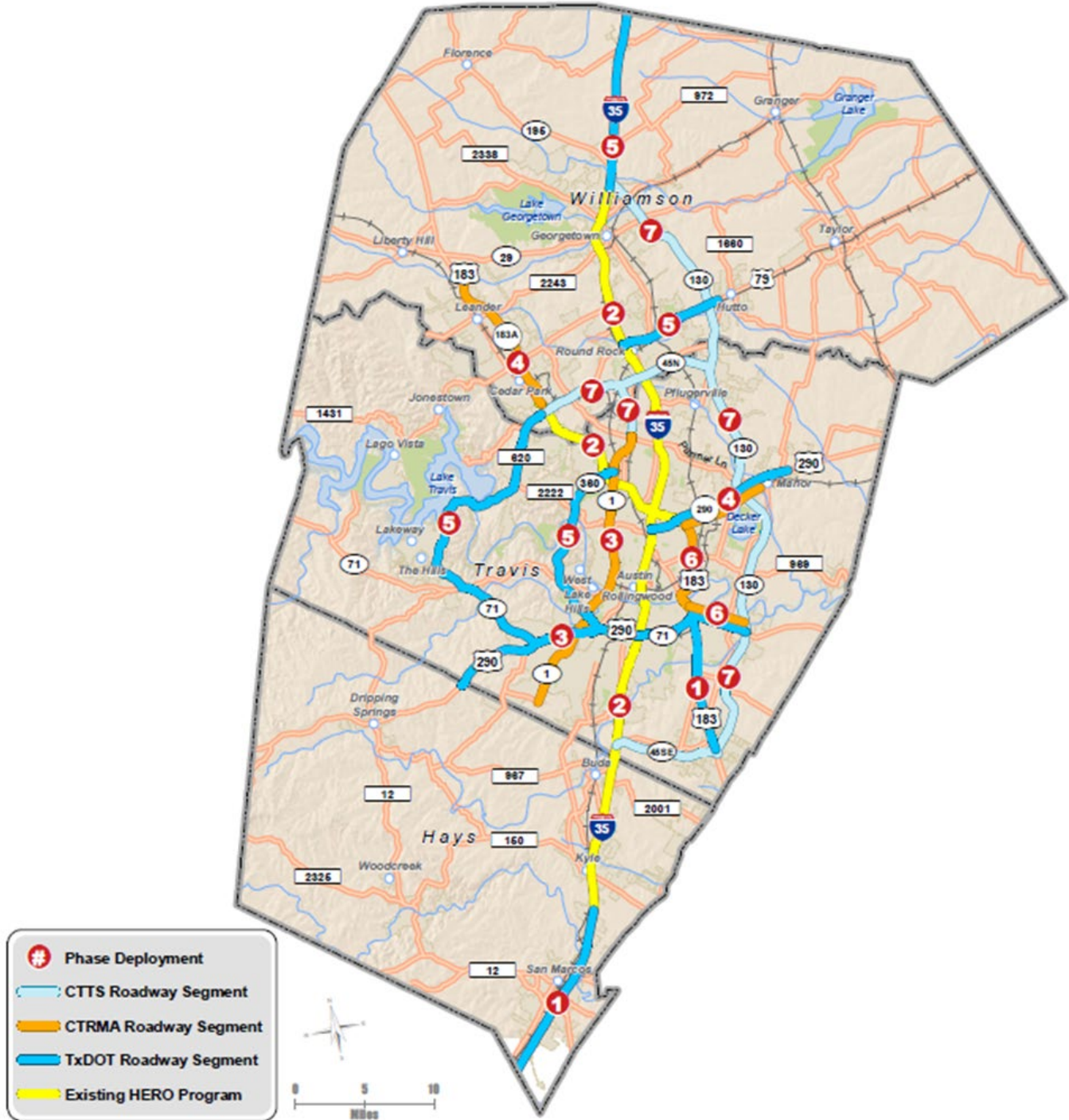
All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and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

ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E


Location Map Showing Project

Austin Area Roadways for Safety Service Patrol



ATTACHMENT E

Roadways Limit for Safety Service Patrol

 CTRMA Roadway Segment

Phase	Roadways/Segments	Operator	North or West Limit	South or East Limit	Miles	Total Miles
1	I-35 (south extension)	TxDOT	Yarrington Road in Kyle	Hays/Comal County Line	12.8	22.7
	US 183 (south extension)	TxDOT	TX 71 East	SH 45 Southeast	9.9	
2	I-35 (existing)	TxDOT	SH 130 in Georgetown	Yarrington Road in Kyle	54.8	68.7
	US 183 (existing)	TxDOT	Lakeline Mall Drive	US 290 East	13.9	
3	TX 71	TxDOT	RR 620 at City of Bee Cave	US 183 South	19.1	46.9
	TX 1/Loop1/MoPac (GP and ML)	CTRMA	Parmer Lane	SH 45 South	21.8	
	US 290 West *	TxDOT	Hays/Travis County Line	TX 71 at TheY at Oak Hill	6	
4	US 290 East	TxDOT	East Koenig Lane	Greenbury Drive in Manor	11.6	28.1
	290 East Toll Road/ Manor Expressway	CTRMA	US 183	Joyce Turner Drive in Manor	6.2	
	183-A Toll road	CTRMA	RR 276	Lakeline Mall Drive	10.3	
5	TX 360/Loop 360/Capital of Tx Hwy	TxDOT	TX 1/Loop1/Mopac North	Ben White/US 290 West/TX 71	14.6	53.6
	RR 620	TxDOT	US 183 North	TX 71 West	18.9	
	US 79	TxDOT	I-35 North in Round Rock	Ed Schmidt Blvd. in Hutto	7.7	
	I-35 (north extension)	TxDOT	Bell/Williamson County Line	SH 130	12.4	
6	US 183 (central; Bergstrom Expressway)	CTRMA	US 290 East	TX 71 East	10.9	18.7
	TX 71 East (non-tolled lanes)	TxDOT	US 183 South	SH 130	3.9	
	SH 71 Express Toll Road	CTRMA	US 183 South	SH 131	3.9	
7	SH 130 (Segments 1-4)	CTTS	I-35 North in Georgetown	SH 45 Southeast	46.9	71.0
	Loop 1 North	CTTS	SH 45 North	Parmer Lane	4.1	
	SH 45 North	CTTS	US 183 North	SH 130 North	12.7	
	SH 45 Southeast	CTTS	I-35 South in Creedmoor	SH 130 South	7.3	
Initial Route (Phase 1)					22.7	
Future Route Deployment (Phase 2-7)					287.0	
Total Program Route					309.7	