



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #4 SUMMARY

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Authorize negotiation and execution of an agreement with the Texas Department of Transportation for Mobility Authority maintenance of non-tolled TxDOT facilities in roadway corridors shared with Mobility Authority toll facilities.

Strategic Plan Relevance: Regional Mobility; Sustainability

Department: Engineering

Associated Costs: N/A

Funding Source: N/A

Board Action Required: Yes

Description of Matter: Under this proposed Interlocal Agreement (ILA) with TxDOT, the Mobility Authority will provide all maintenance and operational services for the Manor Expressway, MoPac Improvement Project, and the 71 Express project for both the Mobility Authority's tolled facilities and for TxDOT's non-tolled facilities. The ILA will be for a period of five years, subject to either party's power to terminate the agreement with notice. TxDOT will pay the Mobility Authority for services based on a percentage of the Mobility Authority's cost to provide the service, subject to a cap on total payments. The services provided for TxDOT facilities include routine maintenance activities such as asphalt and concrete pavement repairs, cleaning and sweeping roadway facilities, mowing and roadside vegetation maintenance, repair of signing, striping, lighting, guardrail, and safety appurtenances, and incident management. The Mobility Authority and TxDOT have agreed on a proposed ILA (attached), subject to revisions both parties agree are necessary or desirable.

The resolution for this agenda item authorizes the Executive Director to finalize negotiations with TxDOT and execute the proposed ILA in the form or substantially the same form provided as backup material for this item.

Backup material: Proposed Maintenance ILA  
Draft Resolution

Contact: Wesley M. Burford, P.E., Director of Engineering

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	Local Government (Mobility Authority)

**II. PURPOSE:** Local Government will provide routine maintenance of the three highway corridors identified by the Project Location Maps attached as **Attachments E-1** (Manor Expressway), **E-2** (MoPac Improvement Project), and **E-3** (71 Express). TxDOT will contribute to the costs Local Government incurs to provide that maintenance.

**III. STATEMENT OF SERVICES TO BE PERFORMED:** The Local Government will procure and, through its contractor, undertake and carry out services described in **Attachment A**, Scope of Services.

**IV. CONTRACT PAYMENT:** The total amount of this contract shall not exceed the lesser amount of \$\_\_\_\_\_, or the total of all TxDOT Payments established by **Attachment B**, Budget. Payments shall be billed monthly.

**V. TERM OF CONTRACT:** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties and terminates on the fifth anniversary of the date the Contract begins or when otherwise terminated as provided in this Agreement.

#### VI. LEGAL AUTHORITY:

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

The governing body, by resolution or ordinance, dated \_\_\_\_\_, has authorized the Local Government to provide the scope of services.

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 (Mobility Authority)**

By \_\_\_\_\_ Date \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Mike Heiligenstein

Title Executive Director

**FOR THE STATE OF TEXAS**

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

By \_\_\_\_\_ Date \_\_\_\_\_  
Kenneth Stewart  
Director of Contract Services

## **ATTACHMENT A**

### **Scope of Services**

#### **A. Facilities to be Maintained Under this Contract**

The Mobility Authority will provide routine maintenance for all Mobility Authority and TxDOT facilities located within the designated maintenance limits for the three Central Texas highway corridors generally identified by the maps included as Attachment E:

1. Manor Expressway (Attachment E-1);
2. MoPac Improvement Project (Attachment E-2); and
3. 71 Express (Attachment E-3);

The designated maintenance limits include all entrance and exit ramps and turnarounds within the public rights-of-way of each of these highway corridors, as may be further identified and shown on any maintenance maps mutually acceptable to the parties (the "Designated Maintenance Areas").

#### **B. Condition Assessment**

A Condition Assessment is a monthly inspection of 10% of the centerline mile length of all roadways in the Designated Maintenance Areas. Inspection limits for each Condition Assessment will be selected on a random sample basis by Mobility Authority. Condition Assessments will be scheduled by the Mobility Authority no less frequently than 12 times per year during the first two years of the Vendor Contract. Mobility Authority shall provide reasonable notice to TxDOT of the date, time, and location of each scheduled Condition Assessment so that TxDOT may be present at the Condition Assessment. After the second anniversary of the effective date of the Vendor Contract, if the Contractor has demonstrated consistent, satisfactory performance the Mobility Authority may, in its sole discretion after consulting with TxDOT, reduce the frequency of Condition Assessments in accordance with the terms and conditions of the Vendor Contract.

#### **C. Maintenance Inspections**

The Mobility Authority conducts a maintenance inspection of its tolled facilities each year and will provide a copy of that inspection report to TxDOT upon its completion.

TxDOT may conduct any special or additional inspections on non-tolled portions of the system in addition to a Condition Assessment. TxDOT agrees to provide reasonable notice to Mobility Authority of the date, time, and location of each such special or additional inspection so that the Mobility Authority may be present at the inspection, and agrees to provide a copy of any such inspection report to Mobility Authority upon the request of the Mobility Authority.

**D. Material Testing**

Mobility Authority shall coordinate with TxDOT on Quality Assurance material sampling and testing for acceptance. The costs of such tests submitted to the Materials and Testing Division shall be paid by:

1. Mobility Authority, for materials tested that will be placed only on tolled portions of the Designated Maintenance Areas;
2. TxDOT, for materials tested that will be placed on only on non-tolled portions of the Designated Maintenance Areas; or
3. both the Mobility Authority and TxDOT in a reasonable pro-rata share to be agreed by the parties, for materials tested that are placed on both tolled and non-tolled portions of the Designated Maintenance Areas.

**E. Reporting Requirements**

The Mobility Authority will maintain a Computerized Maintenance Management System (CMMS) to track and validate work performed during this contract. Mobility Authority will provide TxDOT copies of reports on a monthly basis, or as requested, that cover any work performed on TxDOT facilities.

Bridge Inspection and Appraisal Program (BRINSAP) reports are conducted biannually by TxDOT for all bridges, with the exception of pedestrian bridges. TxDOT shall provide Mobility Authority with copies of BRINSAP reports on a biannual basis. TxDOT shall coordinate with Mobility Authority in addressing any maintenance deficiencies on TxDOT bridges where the maintenance is subject to the terms of this contract.

TxDOT shall notify Mobility Authority of any reports conducted by TxDOT in regards to inspections of assets, including but not limited to: pavement management reports, overhead sign inspection reports, or special inspection reports that are conducted in response to assets exhibiting signs of abnormal wear or fatigue. TxDOT agrees to provide to the Mobility Authority a copy of any such report or study upon the request of the Mobility Authority.

**F. Mobility Authority and TxDOT Coordination**

Mobility Authority and TxDOT agree to coordinate and participate as needed in recurring interagency status meetings and providing feedback on the Mobility Authority's maintenance of TxDOT facilities during the term of this contract.

TxDOT hereby designates [insert name/title] as its primary contact and [insert name/title] as alternate contact to consult and coordinate with Mobility Authority throughout the duration of this contract.

For the initial staffing requirements to administer the contract, the parties anticipate that 3 to 4 people will be required as follows:

- 1 Maintenance Manager
- 2 full-time field inspectors
- 1 part-time administrative support

Field inspectors may consist of TxDOT personnel due to limited in-house maintenance staff at Mobility Authority. This also ensures that the specific needs of TxDOT are being met on the non-tolled portions of the system.

**ATTACHMENT B**

**Budget and TxDOT Participation Fees**

**FY2016-FY2020**

TxDOT will reimburse the Local Government for TxDOT’s share of maintenance costs, established and calculated as a percentage of the costs incurred to provide maintenance in the Designated Maintenance Areas for each corridor, but excluding from the percentage calculation any of the costs set forth in paragraph A below. In addition to this percentage reimbursement, TxDOT shall pay or reimburse the Mobility Authority for any costs incurred by the Mobility Authority at TxDOT’s request under paragraph B.

The Mobility Authority and TxDOT shall review the percentage split and other aspects of the Mobility Authority’s maintenance obligation under this agreement on an annual basis and may agree to modify the percentage payment by an amendment to this agreement.

Table A.1: Cost Sharing Percentage Split

<b>Roadway</b>	<b>Mobility Authority %</b>	<b>TxDOT %</b>
Manor Expressway	61%	39%
Mopac Improvement Project	25%	75%
71 Express	48%	52%

**A. Costs Excluded from Cost Sharing**

1. TxDOT is not participating and is not obligated under this contract to pay any portion of a cost incurred by the Mobility Authority to maintain the following Mobility Authority facilities:
  - (a) any maintenance costs for flexible delineators (pylons) associated with the tolled express lane on the MoPac Improvement Project;
  - (b) toll in-lane processing (ILP) buildings;
  - (c) emergency generators;
  - (d) trailheads; or
  - (e) a shared use path.
  
2. None of the costs listed in subparagraph (A)(1) above shall be included in gross maintenance expenses used to calculate the percentage reimbursement paid by TxDOT to the Mobility Authority under Table A-1 above.

**B. TxDOT Payment For A Lane Closure and Other Line Items**

1. TxDOT agrees to pay in full any costs incurred for a lane closure or any other line item requested by TxDOT.



## **ATTACHMENT C**

### **General Terms and Conditions**

#### **Article 1. Additional Work**

- A. If the Local Government is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the Local Government and a written amendment will be executed. The Local Government shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. TxDOT shall not be responsible for actions by the Local Government or for any costs incurred by the Local Government relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

#### **Article 2. Amendments**

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

#### **Article 3. Notice to Proceed**

If Attachment A requires a notice to proceed, the Local Government shall not proceed with any work or incur any costs until TxDOT issues a written notice to the Local Government authorizing work to begin. Any costs incurred by the Local Government before receiving the notice are not eligible for reimbursement.

#### **Article 4. 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 5. Nonconforming Work**

If the Local Government submits work that does not comply with the terms of this contract, TxDOT shall instruct the Local Government to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

#### **Article 6. 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. TxDOT shall compensate the Local Government only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall neither incur nor be reimbursed for any new obligations after the date of termination.

#### **Article 7. Funding**

TxDOT shall pay for services from appropriation items or accounts from which like expenditures would normally be paid. Payments received by the Local Government shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for

any reason subcontractors and suppliers, if any, are not paid before TxDOT reimburses the Local Government for their services, the Local Government shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Local Government receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Local Government fails to comply with this Article, TxDOT may withhold payments and suspend work until the subcontractors and suppliers are paid. The Local Government is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

#### **Article 8. Basis for Calculating Reimbursement Costs**

TxDOT will reimburse the Local Government for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Budget. TxDOT shall compensate the Local Government for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall not incur or be reimbursed for any new obligations after the effective date of termination. The Local Government shall bill TxDOT for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Local Government requires prior approval by TxDOT.

#### **Article 9. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

#### **Article 10. Conflict of Interest**

The Local Government shall not assign an employee to a project 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 relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
- D. is a current part-time or full-time employee of TxDOT.

#### **Article 11. Local Government Resources**

All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the Local Government shall remove from the project any employee of the Local Government who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

### **Article 12. Assignment Subcontracts**

A subcontract may not be executed by the Local Government without prior written authorization by TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Local Government of its responsibility under this contract. Neither party shall assign any interest in this agreement.

### **Article 13. 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 14. Disputes**

The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

### **Article 15. No Assignment**

Neither party shall assign, sublet, or transfer any interest in this agreement.

### **Article 16. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

### **Article 17. License for TxDOT Logo Use**

- A. Grant of License; Limitations:** The Local Government is granted a limited revocable non-exclusive license to use the registered TxDOT trademark logo (TxDOT Flying "T") on any deliverables prepared under this contract that are the property of the State. The Local Government may not make any use of the registered TxDOT trademark logo on any other materials or documents unless it first submits that request in writing to the State and receives approval for the proposed use. The Local Government agrees that it shall not alter, modify, dilute, or otherwise misuse the registered TxDOT trademark logo or bring it into disrepute.
- B. Notice of Registration Required:** The Local Government's use of the Flying "T" under this article shall be followed by the capital letter R enclosed within a circle (®) that gives notice that the Flying "T" is registered in the United States Patent and Trademark Office (USPTO).
- C. No Assignment or Sublicense:** The Local Government may not assign or sublicense the rights granted by this article without the prior written consent of the State.
- D. Term of License:** The license granted to the Local Government by this article shall terminate at the end of the term specified by this contract.

### **Article 18. Records and Ownership**

- A.** The Local Government agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.

- B. After completion or termination of this contract, all documents prepared by the Local Government or furnished to the Local Government by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.
- C. TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.
- D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Local Government or its subcontractors under this contract shall be owned by TxDOT and will be delivered to TxDOT at the time the contract is completed or terminated.
- E. 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 19. Reference to Costs Principles and Circulars**

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles established in OMB Circular A-21, "Cost Principles for Educational Institutions," or OMB Circular A-87, "Cost Principles for State and Local Governments." The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

#### **Article 20. Equal Employment Opportunity**

The Local Government agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Local Government agrees to consider minority universities for subcontracts when the opportunity exists. The Local Government warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

#### **Article 21. Nondiscrimination**

- A. The Local Government shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Part 60-74 (the Regulations).
- B. The Local Government, with regard to the work performed during this agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurements of materials and leases of equipment, but not including routine purchase orders, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this agreement and the Regulations.
- D. The Local Government shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts,

other sources of information, and facilities as may be determined by the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with the Regulations or directives. If any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government shall so certify to the Texas Department of Transportation or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts the Local Government has made to obtain the requested information.

- E. In the event of the Local Government's noncompliance with the nondiscrimination provision of this agreement, the Texas Department of Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.
- F. The Local Government shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, except routine purchase orders, unless exempt by the Regulations or directives. The Local Government shall take such lawful action with respect to any subcontract or procurement as the Texas Department of Transportation may direct as a means of enforcing these provisions, including sanctions for noncompliance. In the event the Local Government becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of directions given by TxDOT, the Local Government may request the Texas Department of Transportation to enter into the litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into litigation to protect the interests of the United States.

#### **Article 22. Noncollusion**

The Performing Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Performing Agency, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Performing Agency breaches or violates this warranty, the Texas Department of Transportation shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

#### **Article 23. Lobbying Certification**

In executing this agreement, each signatory certifies that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Performing Agency shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This statement is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this statement is a prerequisite for making or entering into this agreement imposed by Title 31 U.S.C. §1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made.

**Article 24. 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. After receiving a written request from TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

**Article 25. Signatory Warranty**

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

**Article 26. 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:

<b>Local Government:</b>	Central Texas Regional Mobility Authority Attn: Ginny Burcham, Construction & Maintenance Manager 3300 N. IH-35, Suite 300 Austin, Texas 78705
<b>TxDOT:</b>	[TO BE PROVIDED]

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

**ATTACHMENT D**  
**Resolution or Ordinance**

# ATTACHMENT E

## Location Maps Showing Project Attachment E-1: Project Location Map – Manor Expressway



<b>Legend</b>	
	Maintenance Limits

**Interlocal Agreement  
290E Maintenance Map**



Attachment E-2: Project Location Map – Mopac Improvement Project



<p><b>Legend</b></p> <p> Maintenance Limits</p>	<p><b>Interlocal Agreement Mopac Maintenance Map</b></p>
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Attachment E-3: Project Location Map – 71 Express



<b>Legend</b>  Maintenance Limits	<b>Interlocal Agreement SH71 Express Maintenance Map</b>
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**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 15-\_\_\_**

**AUTHORIZING NEGOTIATION AND EXECUTION OF AN AGREEMENT WITH  
THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE MOBILITY  
AUTHORITY TO PROVIDE MAINTENANCE FOR TXDOT FACILITIES ADJOINING  
CERTAIN MOBILITY AUTHORITY ROADWAYS.**

WHEREAS, by Resolution No. 15-015, the Board authorized and directed the Executive Director a to procure a performance based maintenance contract for existing and future Mobility Authority roadways and related facilities, and for adjacent Texas Department of Transportation roadways;

WHEREAS, the Mobility Authority and TxDOT have discussed and, subject to revisions both parties agree are necessary or desirable, agreed to a proposed interlocal agreement (“ILA”), under which the Mobility Authority will provide all maintenance services for Mobility Authority and TxDOT facilities in the Manor Expressway, the MoPac Improvement Project, and the 71 Express project, and TxDOT will pay the Mobility Authority the proportionate cost of providing maintenance services for TxDOT on those roadway corridors; and

WHEREAS, a copy of the proposed ILA has been provided to the Board as agenda backup information for this resolution and the Executive Director recommends approval of the proposed ILA in the form or substantially in the form provided to the Board.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the proposed ILA, and authorizes the Executive Director to finalize negotiations and execute the ILA in the form or substantially in the form provided to the Board as agenda backup information.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 22<sup>nd</sup> day of April, 2015.

Submitted and reviewed by:

Approved:

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Andrew Martin, General Counsel

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Ray A. Wilkerson  
Chairman, Board of Directors