



CENTRAL TEXAS
Regional Mobility Authority

Regular Meeting of the Board of Directors

9:00 a.m.
Wednesday, June 28, 2017

Lowell H. Lebermann, Jr., Board Room
3300 N. IH-35, Suite 300
Austin, Texas 78705

*A live video stream of this meeting may be viewed on the internet at
www.mobilityauthority.com*

AGENDA

No action on the following:

1. Welcome and opening remarks by the Chairman and members of the Board of Directors.
2. Opportunity for public comment – See **Notes** at the end of this agenda.

Consent Agenda

*See **Notes** at the end of this agenda.*

3. Adopt an Annual Internal Compliance Assessment.

Regular Items

Items to discuss, consider, and take appropriate action.

4. Approve the minutes from the May 31, 2017 Regular Board meeting.
5. Accept the financial statements for May 2017.
6. Discuss and adopt the 2018 Operating Budget.
7. Approve a Personal Services Agreement with Neal Spelce for Communications Support Services.

8. Approve the Southern States Interoperability Agreement that allows for toll interoperability with the Florida Department of Transportation and other Southern States Tollways.
9. Recognize IBTTA's efforts to promote national toll interoperability.
10. Discuss and consider entering into an agreement with Google to participate in the Waze Connected Citizens Program.
11. Authorize the Executive Director to negotiate and execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation for the Manor Expressway (290E) Phase III Project.
12. Authorize the Executive Director to negotiate and execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation for the 183 North Project.

Briefings and Reports

Items for briefing and discussion. No action will be taken by the Board.

13. Monthly briefing on the MoPac Improvement Project.
14. Executive Director Report.
 - A. Status of current and upcoming procurements.
 - B. Introduction of new employee.
15. CapMetro Update on Project Connect.

Executive Session

Under Chapter 551 of the Texas Government Code, the Board may recess into a closed meeting (an executive session) to deliberate any item on this agenda if the Chairman announces the item will be deliberated in executive session and identifies the section or sections of Chapter 551 that authorize meeting in executive session. A final action, decision, or vote on a matter deliberated in executive session will be made only after the Board reconvenes in an open meeting.

The Board may deliberate the following items in executive session if announced by the Chairman:

16. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
17. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).

18. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.

Items to discuss, consider, and take appropriate action.

19. Adjourn Meeting.

Notes

Opportunity for Public Comment. At the beginning and at the end of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to the Mobility Authority's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board should sign the speaker registration sheet before the beginning of the public comment period. If a speaker's topic is not listed on this agenda, the Board may not deliberate the speaker's topic or question the speaker during the open comment period, but may direct staff to investigate the matter or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not deliberate or act on an item that is not listed on this agenda.

Consent Agenda. The Consent Agenda includes routine or recurring items for Board action with a single vote. The Chairman or any Board Member may defer action on a Consent Agenda item for discussion and consideration by the Board with the other Regular Items.

Public Comment on Agenda Items. A member of the public may offer comments on a specific agenda item in open session if he or she signs the speaker registration sheet for that item before the Board takes up consideration of the item. The Chairman may limit the amount of time allowed for each speaker. Public comment unrelated to a specific agenda item must be offered during the open comment period.

Meeting Procedures. The order and numbering of agenda items is for ease of reference only. After the meeting is convened, the Chairman may rearrange the order in which agenda items are considered, and the Board may consider items on the agenda in any order or at any time during the meeting.

Persons with disabilities. If you plan to attend this meeting and may need auxiliary aids or services, such as an interpreter for those who are deaf or hearing impaired, or if you are a reader of large print or Braille, please contact Laura Bohl at (512) 996-9778 at least two days before the meeting so that appropriate arrangements can be made.

Español. Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.

Participation by Telephone Conference Call. One or more members of the Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code (*see below*). Under that law, each part of the telephone conference call meeting law must be open to the public, shall be audible to the public at the meeting location, and will be tape-recorded. On conclusion of the meeting, the tape recording of the meeting will be made available to the public.

Sec. 370.262. MEETINGS BY TELEPHONE CONFERENCE CALL.

(a) Chapter 551, Government Code, does not prohibit any open or closed meeting of the board, a committee of the board, or the staff, or any combination of the board or staff, from being held by telephone conference call. The board may hold an open or closed meeting by telephone conference call subject to the requirements of Sections 551.125(c)-(f), Government Code, but is not subject to the requirements of Subsection (b) of that section.

(b) A telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(c) Notice of a telephone conference call meeting that by law must be open to the public must specify the location of the meeting. The location must be a conference room of the authority or other facility in a county of the authority that is accessible to the public.

(d) Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the location specified in the notice and shall be tape-recorded or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting shall be made available to the public.

Sec. 551.125. OTHER GOVERNMENTAL BODY. (a) Except as otherwise provided by this subchapter, this chapter does not prohibit a governmental body from holding an open or closed meeting by telephone conference call.

~~(b) A meeting held by telephone conference call may be held only if:~~

*Mobility Authority Board Meeting Agenda
Wednesday, June 28, 2017*

~~(1) an emergency or public necessity exists within the meaning of Section 551.045 of this chapter; and
(2) the convening at one location of a quorum of the governmental body is difficult or impossible; or
(3) the meeting is held by an advisory board.~~

(c) The telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(d) The notice of the telephone conference call meeting must specify as the location of the meeting the location where meetings of the governmental body are usually held.

(e) Each part of the telephone conference call meeting that is required to be open to the public shall be audible to the public at the location specified in the notice of the meeting as the location of the meeting and shall be tape-recorded. The tape recording shall be made available to the public.

(f) The location designated in the notice as the location of the meeting shall provide two-way communication during the entire telephone conference call meeting and the identification of each party to the telephone conference shall be clearly stated prior to speaking.

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CENTRAL TEXAS
Regional Mobility Authority

June 28, 2017
AGENDA ITEM #1

Welcome and opening remarks by the
Chairman and members of the Board of
Directors

Welcome, Opening Remarks and Board Member Comments

Board Action Required: No



CENTRAL TEXAS
Regional Mobility Authority

June 28, 2017
AGENDA ITEM #2

Open Comment Period for Public Comment
& Public Comment on Agenda Items

Open Comment Period for Public Comment - At the beginning of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to CTRMA's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board should sign the speaker registration sheet before the beginning of the open comment period. If the speaker's topic is not listed on this agenda, the Board may not deliberate the topic or question the speaker during the open comment period, but may direct staff to investigate the subject further or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not act on an item that is not listed on this agenda.

Public Comment on Agenda Items - A member of the public may offer comments on a specific agenda item in open session if he or she signs the speaker registration sheet for that item before the Board's consideration of the item. The Chairman may limit the amount of time allowed for each speaker. Public comment unrelated to a specific agenda item must be offered during the open comment period.

Board Action: None.



**CENTRAL TEXAS
Regional Mobility Authority**

June 28, 2017
AGENDA ITEM #3

Adopt an Annual Internal Compliance
Assessment

Strategic Plan Relevance: Regional Mobility
Department: Legal
Contact: Geoff Petrov, General Counsel
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Summary:

In May 2017, the Board adopted an internal ethics and compliance program. In conjunction with the implementation of that program, staff recommends conducting an annual risk assessment to evaluate the compliance procedures and identify any potential improvements to optimize the ongoing effectiveness of the program.

Backup provided: Draft Amendment to the Internal Compliance Program

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.



**CENTRAL TEXAS
Regional Mobility Authority**

June 28, 2017
AGENDA ITEM #4

Approve the minutes from the May 31, 2017
Regular Board meeting

Strategic Plan Relevance: Regional Mobility
Department: Legal
Contact: Geoffrey Petrov, General Counsel
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on motion to approve minutes

Summary:

Approve the attached draft minutes for the May 31, 2017 Regular Board Meeting.

Backup provided: Draft Minutes, May 31, 2017 Regular Board Meeting

MINUTES

Regular Meeting of the Board of

Directors of the

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, May 31, 2017

The meeting was held in the Mobility Authority's Lowell H. Lebermann, Jr. Board Room at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Notice of the meeting was posted May 24, 2017 at the respective County Court Houses of Williamson and Travis Counties; online on the website of the Mobility Authority; and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849.

An archived copy of the live-streamed video of this meeting is available at:

<https://mobilityauthority.swagit.com/play/05312017-546>

1. Welcome and opening remarks by the Chairman and the members of the Board of Directors.

After noting that a quorum of the Board was present, Chairman Ray Wilkerson called the meeting to order at 9:02 a.m. with the following Board members present: Nikelle Meade, David Singleton, Charles Heimsath, David Armbrust, Amy Ellsworth, and Mark Ayotte.

2. Opportunity for public comment.

No comments were offered.

Consent Board Items

Chairman Ray Wilkerson presented Items 3 and 4 for Board consideration as the consent agenda and tabled Item 5.

3. Adopt a written compliance program as required by 43 TAC § 10.51.

ADOPTED AS: Resolution No. 17-025

4. Approve Work Authorization No. 15 with Kapsch TrafficCom USA for toll system integration services related to the Manor Expressway (290E) Phase III Project.

ADOPTED AS: Resolution No. 17-026

5. Approve Personal Services Agreement with Neal Spelce for Communications Support Services.

NOTE: Chairman Wilkerson tabled Item 5 for a future Board meeting. No vote was taken on this item.

MOTION: Approve Item No. 3 and 4 under the consent agenda

RESULT: Approved (Unanimous); 7-0

MOTION BY: Nikelle Meade

SECONDED BY: Amy Ellsworth

AYE: Wilkerson, Singleton, Meade, Heimsath, Armbrust, Ellsworth, Ayotte

NAY: None

Regular Board Items

6. Approve the minutes from the April 26, 2017 Regular Board meeting and from the May 15, 2017 Board Workshop meeting.

MOTION: Approval for the April 26, 2017 Regular Board meeting minutes and the May 15, 2017 Board Workshop meeting minutes.

RESULT: Approved (Unanimous); 7-0

MOTION BY: David Singleton

SECONDED BY: Charles Heimsath

AYE: Wilkerson, Singleton, Meade, Heimsath, Armbrust, Ellsworth, Ayotte

NAY: None

7. Accept the financial statements for April 2017.

Mary Temple, Controller presented this item.

MOTION: Accept the financial statements for April 2017.

RESULT: Approved (Unanimous); 7-0

MOTION BY: Charles Heimsath

SECONDED BY: Amy Ellsworth

AYE: Wilkerson, Singleton, Meade, Heimsath, Armbrust, Ellsworth, Ayotte

NAY: None

ADOPTED AS: Resolution No. 17-027

8. Presentation of the draft budget for Fiscal Year 2017-2018.

Mary Temple, Controller presented this item.

9. Discuss and take appropriate action to rescind primacy for the east to south direct connector on the Manor Expressway (290E) Phase III Project.

Justin Word, Director of Engineering presented this item.

MOTION: Rescind previously exercised option of the Mobility Authority under state law to develop, finance, construct, and operate a portion of the Manor Expressway (290E) Phase III Project.

RESULT: Approved (Unanimous); 7-0

MOTION BY: Nikelle Meade

SECONDED BY: Charles Heimsath

AYE: Wilkerson, Singleton, Meade, Heimsath, Armbrust, Ellsworth, Ayotte

NAY: None

ADOPTED AS: Resolution No. 17-028

10. Discuss and consider authorizing the procurement of a contractor for miscellaneous work related to the MoPac Improvement Project.

Justin Word, Director of Engineering presented this item.

Max Sherman, Board Member, Westminster Non-profit spoke on behalf of the Westminster senior community in support of this item.

MOTION: Authorize the procurement of a contractor for miscellaneous work related to the MoPac Improvement Project.

RESULT: Approved (Unanimous); 7-0

MOTION BY: Ray Wilkerson

SECONDED BY: Nikelle Meade

AYE: Wilkerson, Singleton, Meade, Heimsath, Armbrust, Ellsworth, Ayotte

NAY: None

ADOPTED AS: Resolution No. 17-029

Briefings and Reports

11. Executive Director Report.

A. Texas 85th Legislature Update.

Brian Cassidy, Attorney, Locke Lord LLP, provided the Board with an update of legislative activities that affect the CTRMA.

NOTE: Following Item 11B, Jerry Valdez, Jerry Valdez Governmental Affairs LLC, provided the Board with additional comments regarding legislative activities that affect the CTRMA.

B. Interoperability with the Kansas Turnpike Authority.

Tim Reilly, Director of Operations presented this item.

C. Commissioner Shea's meeting regarding urban cable.

Mike Heiligenstein, Executive Director presented this item.

12. 183 North Delivery Model update.

Justin Word, Director of Engineering presented this item.

13. MoPac Improvement Project Monthly report.

Steve Pustelnyk, Director of Community Relations presented this item.

Jon McGill, Regional Manager with Lindsay Transportation Solutions / Barrier Systems Inc. presented a video of the zipper barrier system used on the project.

Executive Session Pursuant to Government Code, Chapter 551

Chairman Wilkerson announced in open session at 10:35 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following items:

14. Discuss the acquisition of one or more parcels or interests in real property needed for the Bergstrom Expressway (183 South) Project and related legal issues, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation With Attorney).

15. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
16. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
17. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

After completing the executive session, the Board reconvened in open meeting at 11:59 a.m.

NOTE: After Executive Session, Charles Heimsath did not return to the dais.

18. Authorize negotiation and execution of a contract to purchase the following described parcel or property interests for the 183 South (Bergstrom Expressway) Project:
 - A. Parcel 157 of the 183 South (Bergstrom Expressway) Project, a fee taking of 0.163 acres, from 0.527 acres of real estate, owned by Dr. William Selman and Claire Selman, and located between Vargas Road and Thompson Lane, on Bastrop Highway, Austin TX 78741.

MOTION: Authorize the Executive Director to execute a settlement agreement in an amount not to exceed \$134,000 and that provides the landowner with a driveway to be permitted and constructed by the CTRMA on a 0.163 acre acquisition, from a 0.527 acre Parcel of real estate, owned by Dr. William Selman and Claire Selman, and located between Vargas Road and Thompson Lane, on Bastrop Highway, Austin TX 78741 Travis County, for public use related to the expansion, construction, operation, and maintenance of Highway 183 South (Bergstrom Expressway), a state highway project, by adopting the resolution presented in executive session.

RESULT: Approved (Unanimous); 6-0

MOTION BY: Nikelle Meade

SECONDED BY: David Armbrust

AYE: Wilkerson, Singleton, Meade, Armbrust, Ellsworth, Ayotte

NAY: None

ADOPTED AS: Resolution No. 17-030

- B. Parcel 158 of the 183 South (Bergstrom Expressway) Project, a fee taking of 0.035 acres, from 4.477 acres of real estate, owned by Cactus Rose OH Delta, LLC. and located at 436 Bastrop Highway, Austin TX 78741.

MOTION: Authorize the Executive Director to execute a settlement agreement that provides the landowner with two 45 foot driveways to be permitted and constructed by the CTRMA in exchanged for consideration of \$20,000 to be paid by the landowner to the CTRMA on a 0.035 acre acquisition, from a 4.477 acre Parcel of real estate, **owned by Cactus Rose OH Delta, LLC.**, and located at 436 Bastrop Highway, Austin TX 78741 Travis County, for public use related to the expansion, construction, operation, and maintenance of Highway 183 South (Bergstrom Expressway), a state highway project, by adopting the resolution presented in executive session.

RESULT: Approved (Unanimous); 6-0

MOTION BY: Nikelle Meade

SECONDED BY: Mark Ayotte

AYE: Wilkerson, Singleton, Meade, Armbrust, Ellsworth, Ayotte

NAY: None

ADOPTED AS: Resolution No. 17-031

After confirming that no member of the public wished to address the Board, Chairman Wilkerson declared the meeting adjourned at 12:03 p.m.

19. Adjourn Meeting.



CENTRAL TEXAS
Regional Mobility Authority

June 28, 2017
AGENDA ITEM #5

Accept the financial statements for
May 2017

Strategic Plan Relevance: Regional Mobility
Department: Finance
Contact: Bill Chapman, Chief Financial Officer
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Summary:

Presentation and acceptance of the monthly financial statements for May 2017.

Backup Provided: Draft financial statements for May 2017 to be provided at the Board meeting



CENTRAL TEXAS
Regional Mobility Authority

June 28, 2017
AGENDA ITEM #6

Discuss and adopt the 2018 Operating Budget

Strategic Plan Relevance: Regional Mobility
Department: Finance
Contact: Bill Chapman, Chief Financial Officer; Mary Temple, Controller
Funding Source: N/A
Action Requested: Consider and act on draft resolution

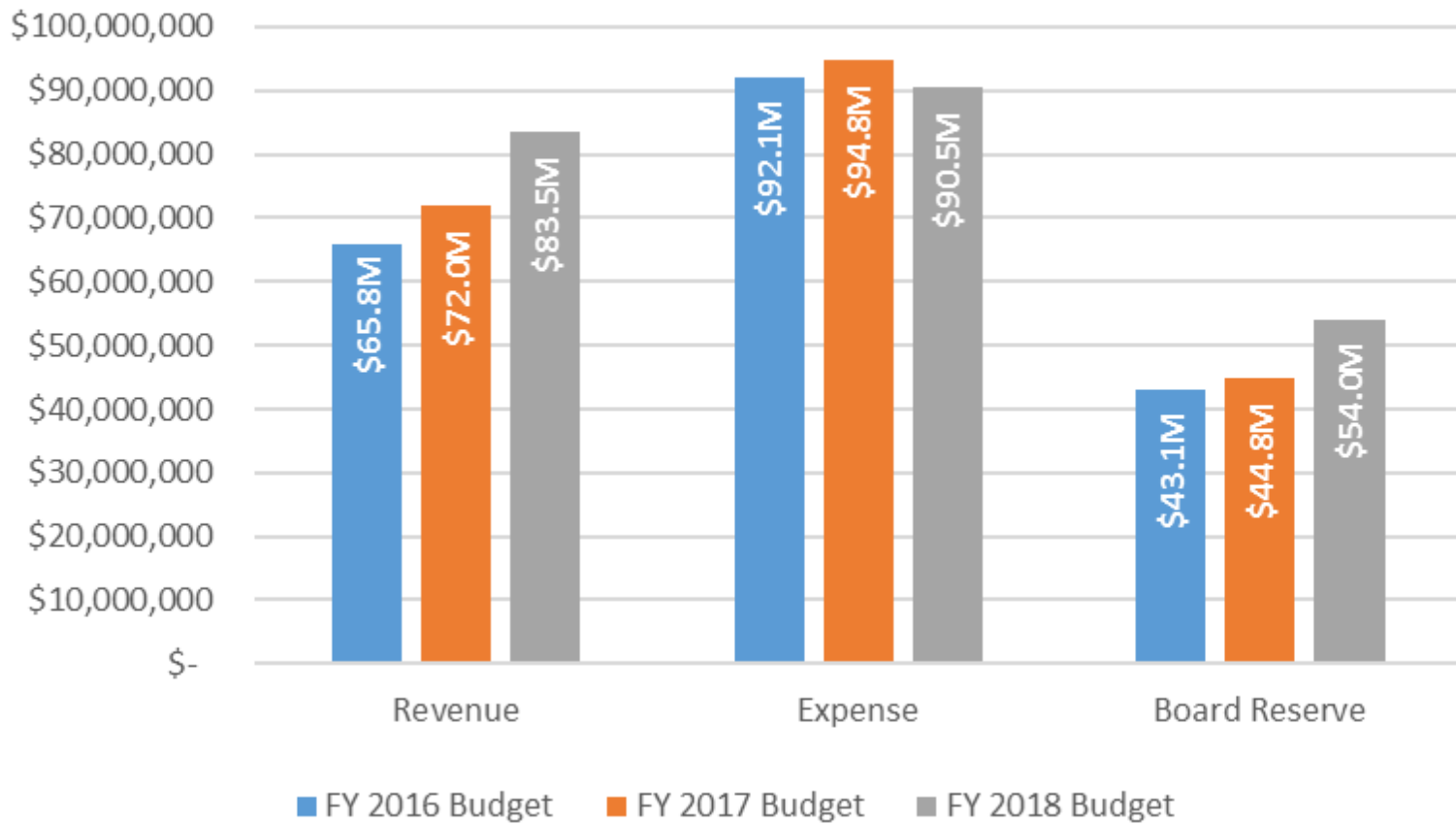
Summary:

A presentation regarding the proposed FY 2018 Operating budget will be made at the Board meeting.

- Highlights of FY 2018 proposed budget are:
 - 16% increase in budgeted revenue projection year over year
 - 4.5% decrease in expense – driven primarily by the \$4.7M decrease in interest payments realized from the refunding activities in June and August, 2016
 - Projects under construction exceed \$1 billion
 - Overhead represents 9% of expenses and 9% of revenues
 - The budget includes three proposed positions – 1 in Engineering and 2 in the Legal department
- Changes to the numbers as presented in the Draft budget at the May 31, 2017 Board meeting include:
 - Revised revenue forecast
 - Update to the 71E estimated net revenue payment to TxDOT
 - Health care increase effective 1/1/2018
 - Adjustments to Communications salary and Benefits to move S Pustelnyk into Operating budget – previously project funded

Backup Provided FY 2018 Proposed Operating Budget to be provided at Board meeting
Chart

3 Year Budget Comparison





**CENTRAL TEXAS
Regional Mobility Authority**

June 28, 2017
AGENDA ITEM #7

Approve a Personal Services Agreement with
Neal Spelce for Communications Support
Services

Strategic Plan Relevance:	Regional Mobility
Department:	Communications and Marketing
Contact:	Dee Anne Heath, Director of External Affairs
Associated Costs:	Not to exceed \$100,000
Funding Source:	Operating Fund
Board Action Required:	Consider and act on draft resolution

Summary:

Pursuant to Section 401.026 of the Mobility Authority Policy Code, the Executive Director must submit justification to the Board for entering into a single source contract. In order to maintain the continuity and level of expertise of the Communications and Marketing efforts, the Executive Director has determined that it is in the best interest of the Mobility Authority to contract directly with Neal Spelce (the Neal Spelce Company) as a single-sourced consultant for approximately one year.

Neal Spelce has been functioning as an integral part of the community and media outreach efforts for CTRMA. He has significant familiarity with the history of Central Texas and key stakeholders throughout the region and will help to develop an overall communications strategy to help educate Central Texans on CTRMA's role in transportation and quality of life solutions.

In addition to the educational initiative, Neal Spelce has been critical to public outreach and media efforts for projects such as MoPac Improvement, 183 South and MoPac South. We anticipate continued community and media efforts on all three projects and his experience and expertise provide a consistent, respected and unique perspective.

This agreement would be effective July 1, 2017 and extend through June 30, 2018 at which time we would re-assess communications needs consistent with the future needs of the Mobility Authority.

Backup Provided: Draft Personal Services Agreement

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 28th 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.

Mike Heiligenstein, Executive Director

Neal Spelce
d/b/a The Neal Spelce Company



**CENTRAL TEXAS
Regional Mobility Authority**

June 28, 2017
AGENDA ITEM #8

Approve the Southern States Interoperability Agreement that allows for toll interoperability with the Florida Department of Transportation and other Southern States Tollways

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tim Reilly, Director of Operations
Associated Costs: 3% of revenue collected.
Funding Source: Operating Budget
Action Requested: Consider and act on draft resolution

Summary:

This is a new Interoperability Agreement that will allow for toll interoperability with additional agencies outside the State of Texas. To start, this Agreement will allow for toll interoperability between Texas, Florida, North Carolina, South Carolina and Georgia with the ability to add other agencies in the future. This Agreement also sets the fee for toll collection paid to the account holder Agency at 3% of collected revenue.

Backup provided: Interoperability Agreement

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

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

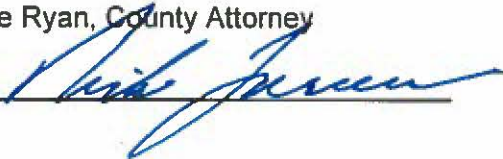
Match and System Reclassification Transactions, (C) **Attachment C**, which is a trademark license agreement between the Agencies, (D) **Attachment D**, which sets forth an initial schedule of transaction fees and other provisions regarding modifications thereof, and (E) **Attachment E** which sets forth 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

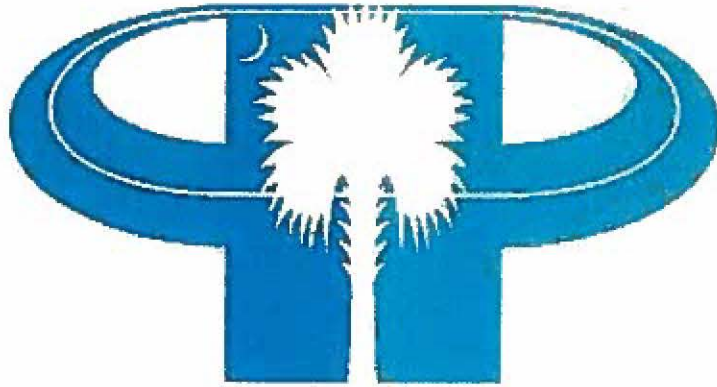
NETRMA (through CTRMA)



SunPass (all Florida tolled facilities)



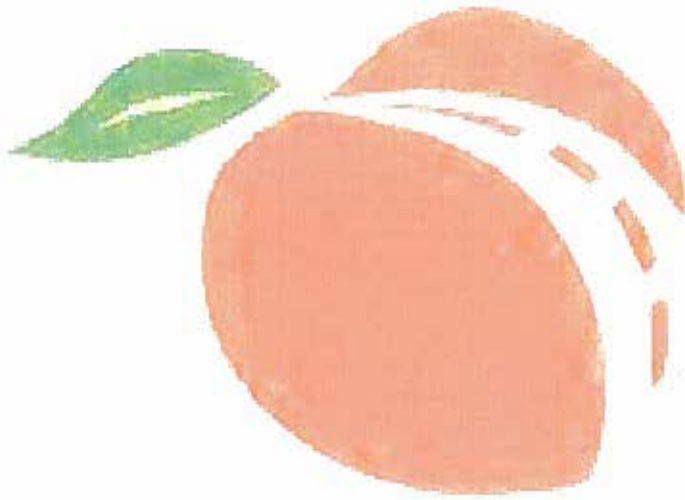
SCDOT



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 _____



**CENTRAL TEXAS
Regional Mobility Authority**

June 28, 2017
AGENDA ITEM #9

Recognize IBTTA's efforts to promote
national toll interoperability

Strategic Plan Relevance: Regional Mobility
Department: Administration
Contact: Mike Heiligenstein, Executive Director
Associated Costs: N/A
Funding Source: N/A
Action Requested: None

Summary:

This is a discussion and recognition of the efforts of the International Bridge, Tunnel and Turnpike Association (IBTTA) to promote and implement national toll interoperability.



**CENTRAL TEXAS
Regional Mobility Authority**

June 28, 2017
AGENDA ITEM #10

Discuss and consider entering into an agreement with Google to participate in the Waze Connected Citizens Program

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Greg Mack, Asst. IT Director, Fabiola Newman, TMC Manager
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Summary:

A detailed presentation regarding the proposed Waze Connected Citizens Program (CCP) will be made at the Board meeting. The Waze CCP is a program offered by Waze/Google to facilitate Traffic Management Centers notification to the public of any road conditions. This a free program to join and a two way communication with Waze. The CTRMA TMC will update Waze with any accidents, objects on road or any other event that would affect the travelling public. Waze will update the TMC with any events that are reported on the CTRMA operated roadways. This partnership has been deployed at over 125 cities and other transportation public entities throughout the world.

Backup provided: Waze Connected Citizens Program Agreement Terms

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 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

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

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

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

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

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

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

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

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

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".

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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.

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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

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.



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:

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- b. Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
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3

Country-Specific Notices.

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Govern de Andorra

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- b. Brussels UrbIS®© - Distribution & Copyright CIRB/CIBG

3.5 **Brazil**

FUNAI (Fundação Nacional do Índio)

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3.8 Finland

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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](#).

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- 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.
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3.25 Russia

GIS Innovatsia 2011, Database«TopoRF_1000000» (c) ДАТА+, 2006 2013
Rosreestr

3.26 Singapore

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3.29 South Korea

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Association Survey and Mapping Review Completed No. 2012-018 (2012-05-09).

3.30 Spain

- a. Vectorial cartographic information based on Base Cartográfica Nacional from Instituto Geográfico Nacional de España
- b. Ajuntament de Roses
- c. Ajuntament de Sant Cugat del Vallès

- d. Protected areas - EUROPARC España

3.31 Sweden

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- c. © Swedish Environmental Protection Agency
- d. © 2009 Vägverket
- e. Based upon electronic data © National Land Survey Sweden

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- b. U.S. Census Bureau - <http://www.census.gov/>

- c. USDA Forest Service - <http://www.fs.fed.us/>
- d. U.S. Geological Survey, Gap Analysis Program (GAP) - <http://gapanalysis.usgs.gov/padus/>
- e. U.S. Geological Survey, U.S. Geographic Names Information System (GNIS) - <http://geonames.usgs.gov/>
- f. U.S. Geological Survey, National Hydrography Dataset (NHD) - <http://nhd.usgs.gov/>
- g. U.S. Geological Survey, Topographic Maps - <http://topomaps.usgs.gov/>
- h. U.S. Geological Survey - <http://www.usgs.gov/>
- i. U.S. Coast Guard - <http://www.uscg.mil/>
- j. University of New Hampshire - <http://ccom.unh.edu/>
- k. U.S. National Parks Service - <http://www.nps.gov>
- l. U.S. Department of Transportation, Research and Innovative Technology Administration - <http://www.rita.dot.gov/>

3.37 Worldwide

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4

Business Listings Data.

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5

Software.

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6 Other Data.

6.1 Some data in the Services are also licensed from the following content providers and rights holders:

- a. Cybercity
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**CENTRAL TEXAS
Regional Mobility Authority**

June 28, 2017
AGENDA ITEM #11

Authorize the Executive Director to negotiate and execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation for the Manor Expressway (290E) Phase III Project

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Contact: Justin Word, P.E., Director of Engineering
Associated Costs: \$41,100,000 Reimbursement from TxDOT
Funding Source: TxDOT Advance Funding Agreement
Action Requested: Authorize negotiation and execution of an Advance Funding Agreement (AFA) by the Executive Director

Summary:

The Texas Department of Transportation (TxDOT) has indicated a desire for the Mobility Authority to continue with project development and construction of the Manor Expressway (290E) Phase III project, and build the east to south director connector on behalf of TxDOT, who would fund development and construction costs of this connector, estimated to be \$41,100,000. On June 1, 2017, staff submitted an Advance Funding Agreement (AFA) application and supporting documentation per the Texas Administrative Code Title 43 §15.52, to TxDOT.

The Executive Director requests authorization to negotiate and execute an AFA with TxDOT defining the funding requirements and responsibilities between the Mobility Authority and TxDOT.

Backup Provided: None



**CENTRAL TEXAS
Regional Mobility Authority**

June 28, 2017
AGENDA ITEM #12

Authorize the Executive Director to negotiate and execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation for the 183 North Project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	\$120,000,000
Funding Source:	TxDOT Advance Funding Agreement
Action Requested:	Authorize negotiation and execution of an Advance Funding Agreement (AFA) by the Executive Director

Summary:

On June 1, 2017, staff submitted an Advance Funding Agreement application and supporting documentation per the Texas Administrative Code, Title 43 §15.52, to the Texas Department of Transportation. This Advance Funding Agreement, for \$120,000,000 in funds to the Mobility Authority is for the 183 North Project non-tolled project elements 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 Executive Director requests authorization to negotiate and execute an Advance Funding Agreement with the Texas Department of Transportation for the 183 North Project.

Backup Provided: None



**CENTRAL TEXAS
Regional Mobility Authority**

June 28, 2017
AGENDA ITEM #13

MoPac Improvement Project Monthly Report

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Contact: Steve Pustelnyk, Director of Community Relations
Associated Costs: N/A
Funding Source: N/A
Action Requested: Briefing and Board Discussion Only

Summary:

The report is a construction status update for the MoPac Improvement Project.

Backup provided: None



CENTRAL TEXAS
Regional Mobility Authority

June 28, 2017
AGENDA ITEM #14

Executive Director Report

Strategic Plan Relevance: Regional Mobility
Department: Executive
Contact: Mike Heiligenstein, Executive Director
Associated Costs: N/A
Funding Source: N/A
Action Requested: Briefing and Board Discussion Only

Summary:

Executive Director Comments.

- A. Status of current and upcoming procurements
- B. Introduction of new employee

Backup provided: Procurements Chart

STATUS OF CURRENT AND UPCOMING PROCUREMENTS

Projects	Start of Procurement
Pay By Mail, Violations Processing, Collections and Customer Services - Vendor Best Value	On-going
MoPac Improvement Project - Supplemental Improvements - Construction, Low Bid	Aug - Sep 2017
General Engineering Consultant	July 2017
290/130 Direct Connectors Project - Construction Engineering Inspection	Aug - Sep 2017
290/130 Direct Connectors Project - Construction, Low Bid	Jan 2018
183 North - Construction, Design-Build Best Value	July - Aug 2017



**CENTRAL TEXAS
Regional Mobility Authority**

June 28, 2017
AGENDA ITEM #15

CapMetro Update on Project Connect

Strategic Plan Relevance: Regional Mobility
Department: Administration
Contact: Jeffrey Dailey, Deputy Executive Director
Associated Costs: N/A
Funding Source: N/A
Action Requested: None

Summary:

This item will involve a presentation by a representative of Capital Metro on their efforts to update Project Connect. Project Connect is a plan designed to create a system of high-capacity transit options for central Texas.



CENTRAL TEXAS
Regional Mobility Authority

June 28, 2017
AGENDA ITEM #16

Executive Session

Executive Session:

Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation With Attorney).



CENTRAL TEXAS
Regional Mobility Authority

June 28, 2017
AGENDA ITEM #17

Executive Session

Executive Session:

Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation With Attorney).



CENTRAL TEXAS
Regional Mobility Authority

June 28, 2017
AGENDA ITEM #18

Executive Session

Executive Session:

Discuss personnel matters as authorized by §551.074 (Personnel Matters).