

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

RESOLUTION NO. 20-076

**APPROVING AN INTERLOCAL AGREEMENT
WITH THE TEXAS DEPARTMENT OF TRANSPORTATION
FOR SHARING INTELLIGENT TRANSPORTATION SYSTEMS DATA**

WHEREAS, in January 2015 the Central Texas Regional Mobility Authority (Mobility Authority) and the Texas Department of Transportation (TxDOT) entered into an interlocal agreement in order to share intelligent transportation systems (ITS) data in an effort to improve traffic conditions and reduce congestion in Central Texas; and

WHEREAS, the current ITS data sharing agreement with TxDOT expired on July 31, 2020; and

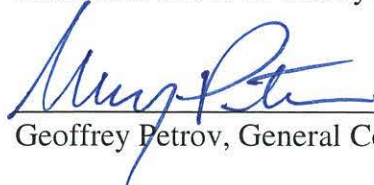
WHEREAS, the Executive Director and TxDOT have negotiated a new interlocal agreement to allow the Mobility Authority and TxDOT to continue sharing ITS data, including real-time camera images and streams, sensors, signage and communication links; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement with TxDOT for ITS data sharing in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed interlocal agreement with TxDOT for sharing intelligent transportation systems data and authorizes the Executive Director to finalize and execute the interlocal agreement on behalf of the Mobility Authority in the form or substantially the same form as Exhibit A hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

STATE OF TEXAS §
 COUNTY OF TRAVIS §

**AGREEMENT for SHARING
 INTELLIGENT TRANSPORTATION SYSTEMS (ITS) DATA**

CONTRACTING PARTIES:

Texas Department of Transportation Austin District	STATE (TxDOT)
Central Texas Regional Mobility Authority	CTRMA

TxDOT and CTRMA are referred to herein individually as a “party” and collectively as the “parties.”

TxDOT is the owner of Intelligent Transportation Systems (ITS) infrastructure that consists of:

- an ITS Field Network (including but not limited to sensors, cameras, signs, and communications links constructed along segments of the State highway system); and
- an ITS Business Network that has produced and produces transportation-related information that is used for the purpose of traffic management in which the State owns certain rights, title, and interests related thereto, including copyrights.

CTRMA is the owner of ITS infrastructure that consists of:

- an ITS Field Network (including but not limited to sensors, cameras, signs, and communications links constructed both on and off of the State highway system); and
- an ITS Business Network that has produced and produces transportation-related information that is used for the purpose of traffic management in which the CTRMA owns certain rights, title, and interests related thereto, including copyrights.

CTRMA desires TxDOT to grant rights to receive and use TxDOT transportation-related information (TxDOT’s “Traffic Data”) and TxDOT desires CTRMA to grant rights to receive and use CTRMA transportation-related information (CTRMA’s “Traffic Data”). The parties are agreeable to grant rights subject to the terms and conditions established in this agreement.

This agreement incorporates the provisions of **Attachment A**, Descriptions and Specifications of Rights Granted in Article 2, **Attachment B**, Guidelines for Use of State Equipment and Infrastructure, and **Attachment C**, Connectivity Diagram.

B A C K G R O U N D

TxDOT, in accordance with Texas Transportation Code, §201.205, may:

1. Apply for, register, secure, hold and protect its intellectual property, patents, copyrights, trademarks, or other evidence of protection of exclusivity; and
2. Enter into non-exclusive license agreements with any third party for the receipt of fees, royalties, or other things of monetary and non-monetary value; and
3. Waive or reduce the amount of fees if it determines that such waiver will further the goal and missions of TxDOT and result in a net benefit to TxDOT; and

Texas Transportation Code, §202.052 authorizes TxDOT to lease highway assets if the area to be leased is not needed for highway purposes during the term of the lease and TxDOT charges fair market value for the leased asset, and authorizes TxDOT to waive such fees for social, economic, and environmental mitigation purposes.

TxDOT – alone or as a stakeholder in Austin, the regional traffic management center (TMC) – has trademark registrations on marks in accordance with the requirements of Title 15 U.S.C. Section 1051 et seq., as amended:

- Registration Number(s) 1802491, hereinafter identified as the “TxDOT logo.”

A G R E E M E N T

In consideration of the mutual promises contained in this agreement, TxDOT and CTRMA now agree as follows:

ARTICLE 1. CONTRACT PERIOD

This agreement becomes effective when signed and dated by the last party whose signing makes the agreement fully executed. This agreement shall terminate five (5) years from that date, or when otherwise modified or terminated, as hereinafter provided.

ARTICLE 2. RIGHTS GRANTED

The parties hereby grant each other a non-exclusive right, license, and privilege worldwide to use all or portions of Traffic Data from the other party's ITS Field Network and ITS Business Network. The parties agree that this agreement does not transfer or convey any ownership or any rights other than those rights expressly granted by the agreement. A more detailed description of rights granted is provided in Attachment A to this agreement, which is attached hereto and incorporated herein for all purposes.

ARTICLE 3. PROVISION OF INFRASTRUCTURE

Each party is responsible for providing and maintaining any hardware, software, and additional ITS infrastructure that is necessary to obtain the Traffic Data. Either party may provide unused ITS infrastructure and facilities to support the additional infrastructure when possible, and when deemed to be in the best interest of the providing party. Neither party guarantees the availability of the Traffic Data or a minimum response time to reestablish the availability of the Traffic Data due to maintenance or network or system failures. A more detailed description of ITS infrastructure to be provided by each party is shown in Attachment A. CTRMA shall not place any objects or equipment in the State Right-of-Way or on any other TxDOT property without advanced written permission from the District Engineer or designee. TxDOT shall not place any objects or equipment in CTRMA Right-of-Way or on any other CTRMA property without advanced written permission from the CTRMA's Executive Director or designee.

ARTICLE 4. FEE

As the use of the Traffic Data will result in social, economic, and environmental mitigation, by increasing mobility and reducing congestion on public highways, both parties agree to waive any monetary fee associated with the use of the Traffic Data for the first year of this agreement. After the initial year, each party reserves the right to charge a fee for the use of the Traffic Data by providing not less than thirty (30) days written notice to the other party defining the terms of the fee.

ARTICLE 5. COPYRIGHT INFRINGEMENT

Each party shall notify the other party of any infringement or potential infringement by a third party, of which it becomes aware, of the copyright or any other rights owned by the other party relating to the use of the Traffic Data. Each party shall provide the other party, if feasible, any information or other assistance requested to assist in the prosecution of any breaches or infringements.

ARTICLE 6. TAXES AND FEES

Not applicable.

ARTICLE 7. ASSIGNMENT PROHIBITION

Each party is prohibited from assigning any of the rights conferred by this agreement, to any third party. Any assignments shall be subject to the terms and conditions of this agreement.

ARTICLE 8. TERMINATION

- a) Including the provisions established herein, this agreement may be terminated by any of the following conditions.
 - i) Mutual agreement and consent of the parties hereto.
 - ii) By TxDOT for reason of its own and not subject to the approval of the CTRMA upon not less than thirty (30) days written notice to the CTRMA.
 - iii) By the CTRMA for reason of its own and not subject to the approval of TxDOT upon not less than thirty (30) days written notice to TxDOT.
 - iv) Immediately for breach of this agreement as determined by either party.
- b) Termination of the agreement shall extinguish all rights, duties, obligations and liabilities of TxDOT and CTRMA of this agreement. All rights granted shall revert to the owner of the Traffic Data. Upon termination of this agreement, the parties will immediately cease transmitting, using, distributing and/or modifying the electronic signals of the Traffic Data.

- c) Termination or expiration of this agreement shall not extinguish any of the CTRMA's or TxDOT's obligations under this agreement which by their terms continue after the date of termination or expiration.

ARTICLE 9. HOLD HARMLESS

Subject to the Constitution and to the extent permitted by laws of the State of Texas, each party shall indemnify and save harmless the other party and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this agreement and that are caused by or result from error, omission, or negligent act of the party or of any person employed by the party.

ARTICLE 10. RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE 11. REMEDIES

Violation or breach of contract by either party shall be grounds for termination of the agreement. Any increased costs arising from a party's default, breach of contract or violation of contract terms shall be paid by the defaulting party.

ARTICLE 12. AMENDMENTS

Any changes in the contract period, character, or agreement terms shall be enacted by a written amendment executed by both parties. Amendments must be executed during the contract period established in Article I.

ARTICLE 13. VENUE

This agreement is governed by the laws of the State of Texas.

ARTICLE 14. NOTICES

All notices to either party by the other party required under this agreement shall be delivered personally or sent by certified or U.S. Mail, postage prepaid, addressed to such party at the following respective physical addresses:

STATE: Texas Department of Transportation
ATTN: CTRMA Liaison
7901 N. IH-35
Austin, Texas 78753

CTRMA: Central Texas Regional Mobility Authority
ATTN: Director of Operations
3300 N. IH-35, Suite 300
Austin, Texas 78705

and shall be deemed to be received by the addressee on the date so delivered or so deposited in the mail, unless otherwise provided within. Either party hereto may change the above address by sending written notice of such change to the other.

ARTICLE 15. PUBLIC INFORMATION AND CONFIDENTIALITY

Except as may be necessary to comply with requirements of the Texas Public Information Act (the "TPIA"), no party shall disclose any information received from the other party under this agreement without the prior, express written consent of the party whose information is to be disclosed. Each party agrees to notify the other party no later than five (5) business days after a party receives a request for public information under the TPIA if that request seeks the disclosure of information provided by the other party under this agreement. The notice required by the preceding sentence shall include a copy of the request for public information received by the party providing the notice.

ARTICLE 16. COMPLIANCE WITH LAWS

The parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and with the orders and decrees of any court or administrative bodies or tribunals in any manner affecting the performance of this agreement. When requested, each party shall furnish the other party with satisfactory proof of this compliance. The parties shall provide or obtain all applicable permits, plans, or other documentation required by a federal or state entity.

ARTICLE 17. PROHIBITION AGAINST VIDEOTAPING OF VIDEO FEED

The parties shall not copy nor duplicate, or allow to be copied, any of the video feeds that are provided by the other party in connection with this agreement without the prior written consent of the party providing the video feed.

ARTICLE 18. AUDITOR'S PROVISION

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

CTRMA may conduct an audit or investigation of any entity receiving funds from CTRMA directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the CTRMA, under the direction of the CTRMA's Chief Financial Officer, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the CTRMA with access to any information the CTRMA considers relevant to the investigation or audit.

ARTICLE 19. SIGNATORY WARRANTY

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN TESTIMONY WHEREOF, TxDOT and the CTRMA have executed this agreement.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
Mike Heiligenstein, Executive Director

THE STATE OF TEXAS

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

By _____ Date _____
Omar De Leon, P.E., Austin District Director of Operations

ATTACHMENT A
Descriptions and Specifications of Rights Granted

RIGHTS GRANTED	
By TxDOT	By CTRMA
<ol style="list-style-type: none"> 1. Provide Real Time Traffic Data consisting of speed, volume, travel time, occupancy, vehicle classification, road weather, incidents and events, and origin-destination from TxDOT deployed devices and other procured data services. 2. Provide Real Time Full-Motion streaming video from TxDOT deployed CCTV cameras. 3. Provide Real Time Message Status of TxDOT deployed DMS. 4. Provide Real Time Signal Status from TxDOT operated and maintained Traffic Signals. 5. Provide Real Time Incident, Events, Wrong Way Driving, and Other Safety Critical Transportation Related Alerts. 6. Right to use TxDOT ITS Software as a client at secure levels to be determined by TxDOT for all transportation related data. 7. Right to be configured as a Lonestar client to the TxDOT CCTV Control Software with privilege for camera selection and access to pan, tilt, zoom, and take snapshots to obtain transportation related information in accordance with the guidelines established by TxDOT. 8. Provide coordinated access and use, where feasible, to TxDOT unused infrastructure (ITS conduits, fiber optic strands, poles, and node cabinets), to support equipment needed to share ITS Data between TxDOT, CTRMA, and other regional agencies, provided it does not interfere with TxDOT equipment and business operations. 	<ol style="list-style-type: none"> 1. Provide Real Time Traffic Data consisting of speed, volume, travel time, occupancy, vehicle classification, road weather, incidents and events, and origin-destination from CTRMA deployed devices and other procured data services. 2. Provide Real Time Full-Motion streaming video from CTRMA deployed CCTV cameras. 3. Provide Real Time Message Status of CTRMA deployed DMS. 4. Provide Real Time Incident, Events, Wrong Way Driving, and Other Safety Critical Transportation Related Alerts. 5. Right to use CTRMA ITS Software as a client at secure levels to be determined by CTRMA for all transportation related data. 6. Right to be configured as a Lonestar client to the CTRMA CCTV Control Software with privilege for camera selection and access to pan, tilt, zoom, and take snapshots to obtain transportation related information in accordance with the guidelines established by CTRMA. 7. Provide coordinated access and use, where feasible, to CTRMA unused infrastructure (ITS conduits, fiber optic strands, poles, and node cabinets), to support equipment needed to share ITS Data between TxDOT, CTRMA, and other regional agencies, provided it does not interfere with CTRMA equipment and business operations.

PROVISION OF INFRASTRUCTURE	
By TxDOT	By CTRMA
<ol style="list-style-type: none"> 1. Operate, Maintain, and Upgrade, as needed, the communication and connection infrastructure previously established for ITS Data Sharing between TxDOT and CTRMA. 2. Retain ownership of TMC hardware, software, ITS data, and communications provided by TxDOT. 3. TxDOT is responsible for all cost of TxDOT materials, operation, and maintenance. 	<ol style="list-style-type: none"> 1. Operate, Maintain, and Upgrade, as needed, the communication and connection infrastructure previously established for ITS Data Sharing between TxDOT and CTRMA. 2. Retain ownership of TMC hardware, software, ITS Data, and communications provided by CTRMA. 3. CTRMA is responsible for all cost of CTRMA materials, operation, and maintenance.

NON-MONETARY COMPENSATION	
By TxDOT	By CTRMA
<ol style="list-style-type: none"> 1. None 	<ol style="list-style-type: none"> 1. None.

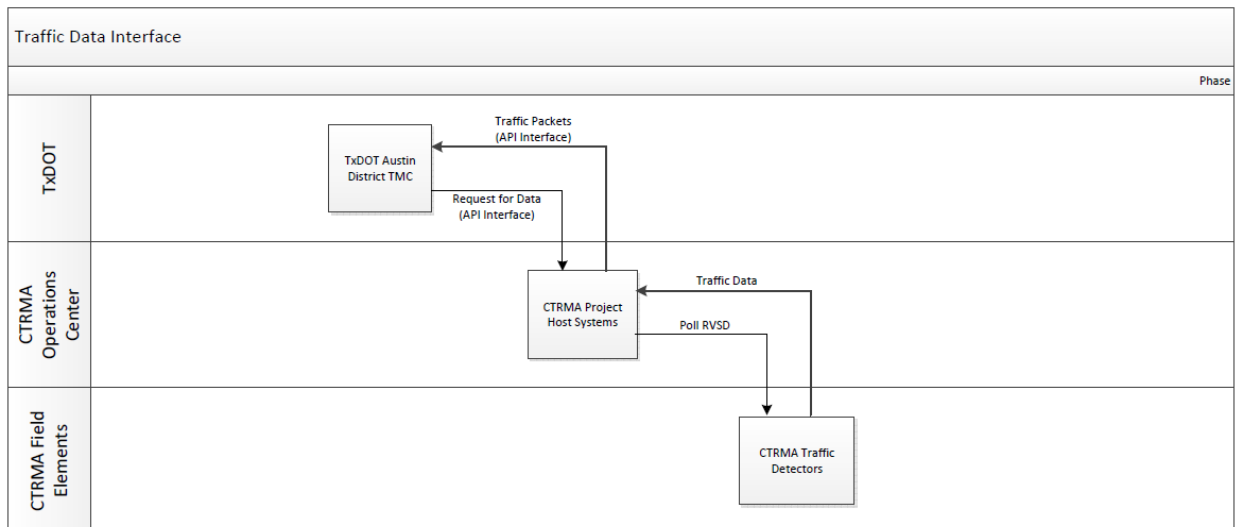
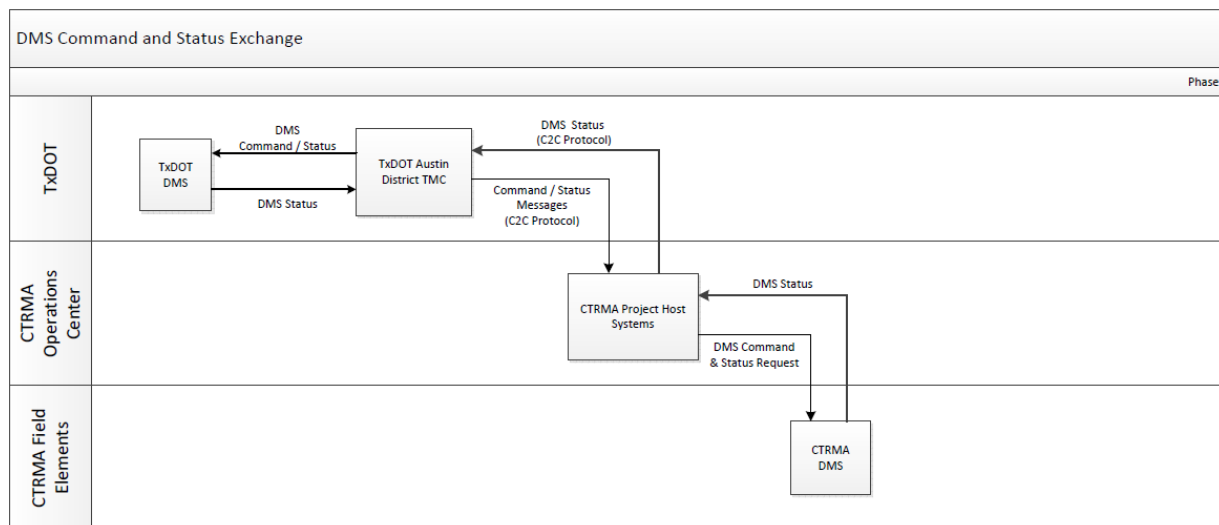
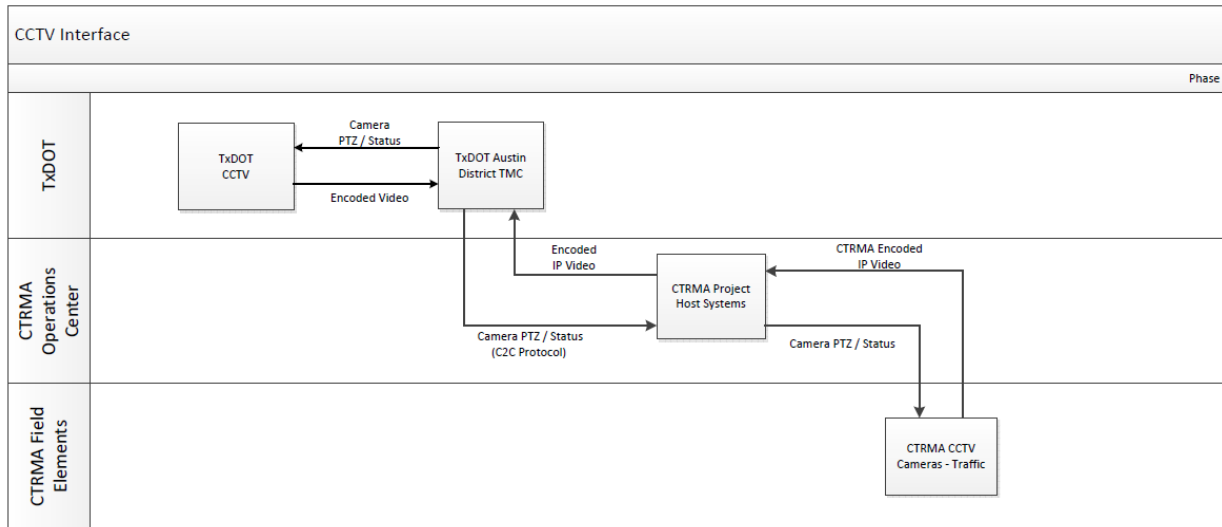
ATTACHMENT B**Guidelines for Use of State Equipment and Infrastructure**

(Applicable to Rights Granted in Attachment A)

ITS FIELD EQUIPMENT: Closed Circuit Television (CCTV) Cameras; Dynamic Message Sign (DMS); Highway Advisory Radio (HAR) System; Lane Control Signal (LCS) System

1. During periods of peak traffic flow, access shall normally be limited to the owning party. Peak traffic flow is normally considered to exist regularly during two periods of the day, Monday through Friday. In general, one period of peak traffic flow exists in the early morning and the other period of peak traffic flow exists in the late afternoon. Additional periods of peak traffic flow may exist at other times during the weekday and weekend due to special events and public gatherings. Precise times of regular and additional anticipated peak periods of traffic flow shall be the sole determination of the owning party and may change from time to time.
2. During an incident, access shall normally be limited to the owning party and local emergency service agencies. An incident is defined as any condition in which traffic flow is not normal. As an example, abnormal traffic flow could be caused by debris in the road, such as a mattress or board, or could be caused by non-recurring congestion, such as on-lookers to an automobile accident, public gathering, construction, or roadway maintenance. The duration of the incident shall be considered complete once the party's and/or emergency service personnel and vehicles have departed from the incident scene and traffic flow has returned to normal.
3. During periods described above in which the party's normal daily operations have ceased or local emergency service agencies do not operate, access to the party's equipment shall be limited to the following:
 - CCTV – pan, tilt, and zoom controls shall be limited to obtaining broad general traffic information. Panning, tilting, or zooming to obtain visual detailed information of an incident scene or traffic flow is limited to the owning party and emergency service agencies at all times.
 - DMS and HAR – messages shall be limited to a pre-approved library and schedule of broad general traffic information. Removal of existing messages and posting of new messages shall require approval by the owning party or emergency personnel, and be limited to pre-approved library and hierarchy rules for control.
 - LCS – indicators will be turned off. If an incident requires activation of LCS, owning party or emergency personnel must be contacted for direction.
4. During all other periods, not described above, access shall be limited to obtaining and providing transportation-related information only.
 - CCTV pan, tilt, and zoom for enforcement and any non-transportation related information purpose is forbidden at any time. A single breach of any of the above guidelines shall be grounds to immediately withdraw the privilege of pan, tilt, and zoom.
 - Changes to DMS, HAR or LCS settings for any non-transportation related information purpose is forbidden at any time. A single breach of any of the above guidelines shall be grounds to immediately withdraw the privilege of DMS, LCS or HAR control.
5. Access to ITS field equipment may be withdrawn at any time by the owning party without notice if access is determined to not be in the best interest of the party.

ATTACHMENT C Connectivity Diagram



PROPOSED NETWORK CONNECTIVITY

**TOD - TxDOT - CTRMA Network Interfaces
For
Center to Center (C2C)**

Interface between TxDOT and CTRMA

Schneider Electric (November 11th, 2014)
Revision 3B

NOTES:

1. CTRMA to Provided ALL GBIC SFP and all SM Jumper required to connect CTRMA to TOD's Point of Interface.

2. All Cross-Connects necessary to establish continuity over TOD fiber assigned to CTRMA to be provided, installed and maintained by TOD.

(A) - Two Dedicated Fibers

(B) - Four Dedicated Fibers

3. All Equipment, Cables and Power required for establishing connection to TxDOT's ITS network to be provided, installed and maintained by TxDOT.

4. All Equipment, Cables and Power required to establish connection to CTRMA's network to be provided, installed and maintained by CTRMA.

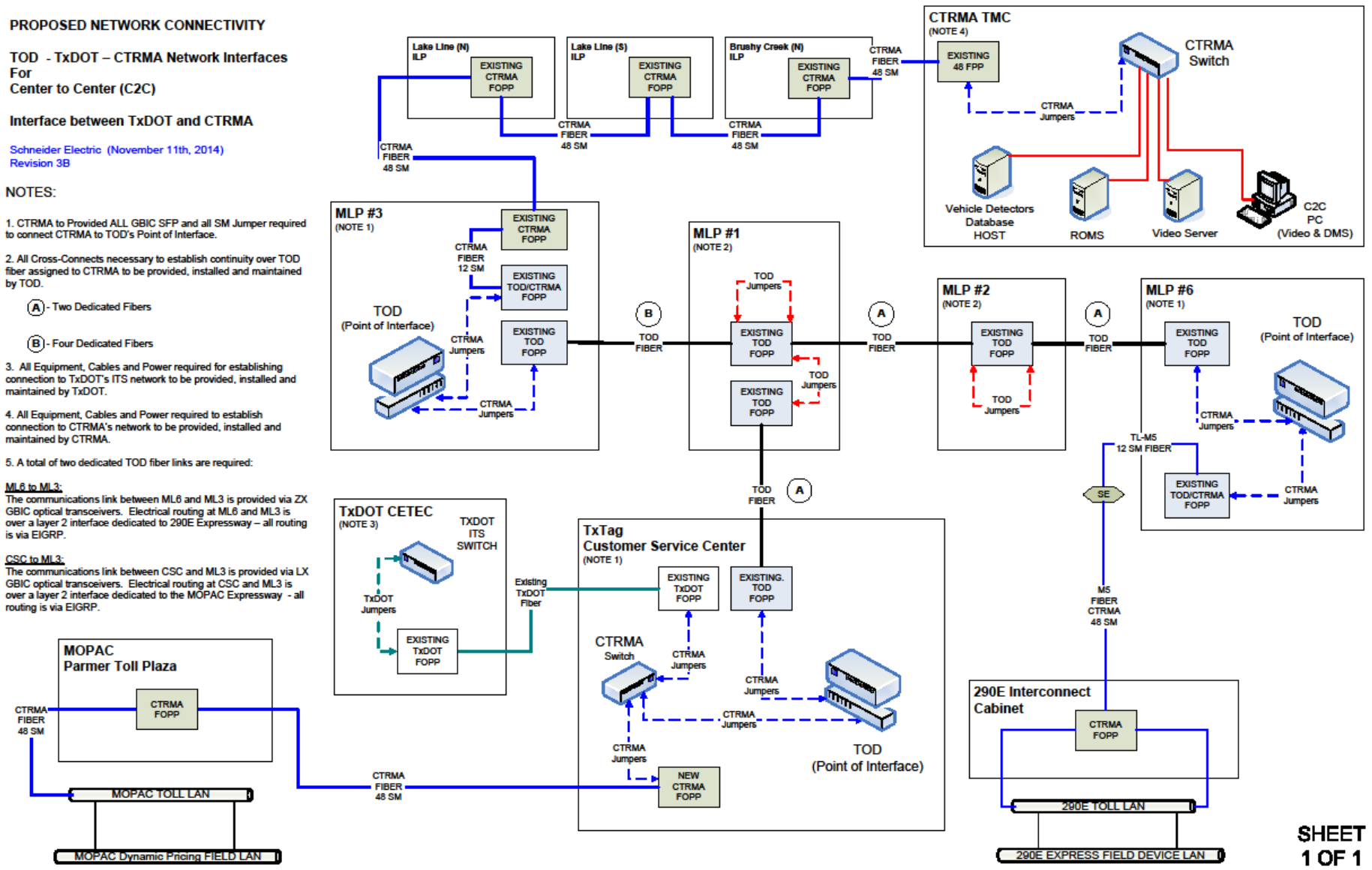
5. A total of two dedicated TOD fiber links are required:

ML6 to ML3:

The communications link between ML6 and ML3 is provided via ZX GBIC optical transceivers. Electrical routing at ML6 and ML3 is over a layer 2 interface dedicated to 290E Expressway - all routing is via EIGRP.

CSC to ML3:

The communications link between CSC and ML3 is provided via LX GBIC optical transceivers. Electrical routing at CSC and ML3 is over a layer 2 interface dedicated to the MOPAC Expressway - all routing is via EIGRP.



**SHEET
1 OF 1**