

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

RESOLUTION NO. 25-032

**APPROVING AN INTERLOCAL AGREEMENT WITH THE CENTER FOR
TRANSPORTATION RESEARCH AT THE UNIVERSITY OF TEXAS AT AUSTIN FOR
PEER REVIEW OF TRAFFIC MODELING IN DOWNTOWN AUSTIN ASSOCIATED
WITH THE MOPAC SOUTH PROJECT**

WHEREAS, the Mobility Authority is currently undertaking an environmental study for the Mopac South Project; and

WHEREAS, during coordination with Mopac South Project stakeholders, the Austin Independent School District and the City of Rollingwood requested the Mobility Authority to study the impacts of MoPac South Project on Cesar Chavez Street in downtown Austin; and

WHEREAS, in response to this stakeholder request, the Executive Director has negotiated an interlocal agreement with the Center for Transportation Research at the University of Texas for independent peer review of the dynamic traffic analysis of the downtown area adjacent to the northern limits of the Mopac South Project; and.

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement with the Center for Transportation Research at the University of Texas that is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the interlocal agreement with the Center for Transportation Research at the University of Texas at Austin for independent peer review of the dynamic traffic analysis of the downtown area adjacent to the northern limits of the Mopac South Project and hereby authorizes the Executive Director to execute the interlocal agreement in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of June 2025.

Submitted and reviewed by:

Approved:



James M. Bass
Executive Director



Michael Doss
Secretary, Board of Directors

Exhibit A

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

INTERLOCAL COOPERATION CONTRACT

THIS CONTRACT is entered into by and between the agencies shown below as Contracting Parties under the authority granted and in compliance with the provisions of Chapter 771 of the Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency **Central Texas Regional Mobility Authority (CTRMA, or the Mobility Authority)**

The Performing Agency **The University of Texas at Austin (Center for Transportation Research) (CTR)**

II. STATEMENT OF SERVICES TO BE PERFORMED: The Performing Agency will undertake and carry out services described in Attachment A, Scope of Services.

III. CONTRACT PAYMENT: The total amount of this contract shall not exceed **\$20,000.00 (twenty thousand dollars and no cents)** and shall conform to the provisions of Attachment B, Budget. Payments shall be billed Monthly.

IV. TERM OF CONTRACT: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated at the end of the contract term, with no liability to either party. This contract begins when fully executed by both parties and terminates June 1, 2026. The term of this contract may be extended by mutual agreement of the parties.

V. THE AGREEING PARTIES certify that:

1. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies.
2. The proposed arrangements serve the interest of efficient and economical administration of the State Government and of the Central Texas Regional Mobility Authority, a Texas political subdivision organized and operating under Chapter 370, Texas Transportation Code.
3. The services or resources agreed upon are not required by Article XVI, Section 21 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

VI. LEGAL Authority:

The Receiving Agency further certifies that it has the authority to request the above services by authority granted in the Texas Transportation Code, Chapter 370.

The Performing Agency further certifies that it has the authority to perform the services by authority granted in the Texas Education Code, Chapter 67.

This contract incorporates the provisions of **Attachment A, Scope of Services, Attachment B, Budget, and Attachment C, General Terms and Conditions.**

THE UNDERSIGNED PARTIES bind themselves to the faithful performance of this contract.

THE RECIEVEING AGENCY
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

THE PERFORMING AGENCY
THE UNIVERSITY OF TEXAS AT AUSTIN
CENTER FOR TRANSPORTATION RESEARCH

JAMES M. BASS
EXECUTIVE DIRECTOR

JESSICA FERNANDEZ
ASSOCIATE DIRECTOR
OFFICE OF SPONSORED PROJECTS

DATE

DATE

ATTACHMENT A
Interlocal Cooperation Contract Scope of Services

Technical Services to the Central Texas Regional Mobility Authority

Peer-review of transportation models developed by/for the Receiving Agency (Estimated Total Cost Not To Exceed: \$20,000)

Work Plan

The Performing Agency, at the Receiving Agency's direction, shall evaluate the model(s) developed by/for the Receiving Agency for the modeling of managed lanes on MoPac with the goal of assessing:

- a. Adequacy of the selected modeling approach (e.g. microsimulation, dynamic traffic assignment, sketch planning) and corresponding assumptions. This assessment will consider several factors, including the goals of the modeling effort, the top-priority questions posed by the Receiving Agency, and the availability and quality of data for model development and validation.
- b. Validity of selected modeling tools. A number of commercial/open source software tools may be used for a given modeling approach. For some methodologies, the interpretation of results may be different depending on the selected tool. The Performing Agency will verify that the software tools used to build models for the Receiving Agency accurately implement the desired modeling approach.
- c. Correctness of implementation, including:
 - a. Convergence criteria, when applicable.
 - b. Input data.
 - c. Parameter calibration.
 - d. Validation approach, including selected data types and corresponding spatial and temporal coverage.
 - e. Methods/metrics used for results analysis, and validity of corresponding conclusions/recommendations.

The evaluation will be conducted by interviewing the technical staff responsible for model development and implementation, and by requesting data samples as needed. For this task the Performing Agency does not expect to run models or conduct extensive data analyses.

Deliverables will include a technical memorandum detailing the review, including an assessment of the adequacy of the reviewed model, guidance concerning results interpretation, and suggestions to improve/revise/extend conducted modeling efforts.

Schedule

Weeks

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
FEASIBILITY STUDIES																			
1. Project Management																			
2. Data Collection																			
3. Existing Year DTA Model Development																			
4. Future Year No-Build DTA Model Development																			
5. Future Year Build DTA Model Development																			
6. CTR Peer Review																			
a) Initial modeling assumptions discussion meeting																			
b) Check in meetings for each scenario																			
c) Peer Review																			
7. Develop Draft and Final Reports																			
8. QA/QC Procedures																			

ATTACHMENT B
Interlocal Cooperation Contract
Total Estimated Budget: Not to exceed \$20,000.00

The total estimate budget for all services provided under this Notice to Proceed will not exceed \$20,000..

Budget Category	Jun-25	Jul-25
Salaries / Wages	\$ 6,800.00	\$ 6,800.00
Fringe Benefits	\$ 1,836.00	\$ 1,836.00
	\$ -	\$ -
Subcontractor	\$ -	\$ -
Other Operating Expenses	\$ -	\$ -
	\$ -	\$ -
Overhead (15%)	\$ 1,295.40	\$ 1,295.40
	\$ -	\$ -
Budget Total	<u>\$ 9,931.40</u>	<u>\$ 9,931.40</u>

direct costs	\$ 17,272.00
indirect costs	\$ 2,590.80
	\$ 19,862.80

ATTACHMENT C
Interlocal Cooperation Contract
General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties prior to the expiration of the contract.

Article 2. Records and Ownership

- A. The Performing Agency agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by the Receiving Agency, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.
- B. After completion or termination of this contract, all documents prepared by the Performing Agency or furnished to the Performing Agency by the Receiving Agency shall be delivered to and become the property of the Receiving Agency. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to the Receiving Agency without restriction or limitation of further use.
- C. The Receiving Agency shall own all title to, all interests in, and all rights to all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed by Receiving Agency under this contract. The Performing Agency shall own all title to, all interests in, and all rights to all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed by Performing Agency under this contract.
- D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Performing Agency or its subcontractors under this contract shall be owned by the Receiving Agency and will be delivered to the Receiving Agency at the time the contract is completed or terminated.

Article 3. Performing Agency Resources

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

Article 4. Notice to Proceed

The Performing Agency shall not proceed with any work or incur any costs until the Receiving Agency issues a written Notice to Proceed to the Performing Agency authorizing work to begin. Any costs incurred by the Performing Agency before receiving the notice are not eligible for reimbursement.

Article 5. Additional Work

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

Article 6. Nonconforming Work

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

Article 7. Conflict of Interest

The Performing Agency shall not assign an employee to a project if the employee:

1. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state or the Receiving Agency relating to the project;
2. has a direct or indirect financial interest in the outcome of the project,
3. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with the Receiving Agency; or
4. is a current part-time or full-time employee of the Receiving Agency.

Article 8. Disputes

The Performing Agency shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. The Receiving Agency shall be responsible for the settlement of any dispute concerning this contract unless the dispute Involves a subcontract.

Article 9. No Assignment

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

Article 10. Remedies

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

Article 11. Subcontracts

A subcontract may not be executed by the Performing Agency without prior written authorization by the Receiving Agency. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Performing Agency of its responsibility under this contract.

Article 12. Gratuities

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

Article 13. Termination

This contract may be terminated by satisfactory completion of all services and obligations contained in this contract, by mutual written agreement, or by either party unilaterally after 30 days' written notice to the other party. The Receiving Agency shall compensate the Performing Agency only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to the Receiving Agency. The Performing Agency shall neither incur nor be reimbursed for any new obligations after the effective date of termination.

Article 14. Basis for Calculating Reimbursement Costs

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

The Performing Agency will invoice Receiving Agency monthly. Receiving Agency will process payments in accordance with the Texas Prompt Payment Act (Prompt Payment Act), Chapter 2251, Texas Government Code. Interest charges will be paid in accordance with the Prompt Payment Act.

Article 15. Funding

The Receiving Agency shall pay for services from funds available to the Receiving Agency from which like expenditures would normally be paid. If for any reason subcontractors and suppliers, if any, are not paid before the Receiving Agency reimburses the Performing Agency for their services, the Performing Agency shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Performing Agency receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Performing Agency fails to comply with this Article, the Receiving Agency may withhold payments and suspend work until the subcontractors and suppliers are paid. The Performing Agency is authorized to submit requests for reimbursement no more frequently than monthly and no later than 120 days after costs are incurred.

Article 16. Reference to Costs Principles and Circulars

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

Article 17. Authority of State Auditor

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

Article 18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from the Receiving Agency, the Performing Agency shall furnish the Receiving Agency with satisfactory proof of its compliance with this Article.

Article 19: Procurement and Property Management Standards

The parties shall adhere to the procurement standard established in 49 CFR §18.36 and with the property management standard established in 49 CFR §18.32.

Article 20. Noncollusion

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

Article 21. Lobbying Certification

In executing this agreement, each signatory certifies that:

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

accordance with its instructions.

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

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

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

Article 22. Equal Employment Opportunity

The Performing Agency certifies its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

Article 23. Nondiscrimination

- A. The Performing Agency shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR Chapter 1, Subchapter C; and 41 CFR, Parts 60 (the Regulations).
- B. The Performing Agency, with regard to the work performed during this agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. In all solicitations either by competitive bidding or negotiation made by the Performing Agency for work to be performed under a subcontract, including procurements of materials and leases of equipment, but not including routine purchase orders, each potential subcontractor or supplier shall be notified by the Performing Agency of the Performing Agency's obligations under this agreement and the Regulations.
- D. The Performing Agency shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts, other sources of information and facilities as may be determined by the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with the Regulations or directives. If any information required of the Performing Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Performing Agency shall so certify to the Receiving Agency or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts the Performing Agency has made to obtain the requested information.
- E. In the event of the Performing Agency's noncompliance with the nondiscrimination provision of this agreement, the Texas Department of Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.
- F. The Performing Agency shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, except routine purchase orders, unless exempt by the Regulations or directives. The Performing Agency shall take such lawful action with respect to any subcontract or procurement as the Receiving Agency may direct as a means of enforcing these provisions, including sanctions for noncompliance. In the event the Performing Agency becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of directions given by the Receiving Agency, the Performing Agency may request the Receiving Agency to enter into the litigation to protect the interests of the State. In addition, the Performing Agency may request the United States to enter into litigation to protect the interests of the United States, if federal funds are used by Receiving Agency to make payment hereunder.

Article 24. Notices

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

Performing Agency:	University of Texas at Austin (Center for Transportation Research) Office of Sponsored Projects North Office Building, Suite 4.300 101 East 27th Street Austin, Texas 78712
Receiving Agency:	Central Texas Regional Mobility Authority c/o James M. Bass, Executive Director 3300 N. IH-35, Suite 300 Austin, Texas 78705

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