

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

RESOLUTION NO. 26-007

**APPROVING A MEMORANDUM OF UNDERSTANDING AND INTERLOCAL
AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION, THE
CITY OF AUSTIN, THE CAPITAL METROPOLITAN TRANSPORTATION
AUTHORITY, THE AUSTIN TRANSIT PARTNERSHIP, AND THE CAPITAL AREA
METROPOLITAN PLANNING ORGANIZATION FOR THE CENTRAL TEXAS
CONSTRUCTION PARTNERSHIP PROGRAM**

WHEREAS, Central Texas is experiencing significant infrastructure investment, with major transportation and related construction projects currently underway and planned to commence over the next ten years; and

WHEREAS, these concurrent and planned infrastructure projects will place increasing demands on the regional transportation network and create a heightened need for coordinated planning, communication, and operations among the public agencies responsible for delivering and managing those projects; and

WHEREAS, in response to these needs, the Central Texas Regional Mobility Authority (the "Mobility Authority"), the Texas Department of Transportation ("TxDOT"), the City of Austin ("COA"), the Capital Metropolitan Transportation Authority ("CapMetro"), the Austin Transit Partnership ("ATP"), and the Capital Area Metropolitan Planning Organization ("CAMPO") (collectively, the "Parties") have agreed to form the Central Texas Construction Partnership Program (the "Program" or "CPP") with a joint commitment to improve coordination, enhance safety, maintain mobility, inform the public, and establish a long-term, scalable foundation for proactively managing the region's traffic flow; and

WHEREAS, in support of that commitment, the Parties intend to collaborate in the development of an integrated information-sharing platform to receive construction information from projects, explore strategies to streamline public information during construction, cooperate with local businesses and the community to manage travel demand at and near construction projects, and use operational strategies and technology to optimize traffic flow; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 370 of the Texas Transportation Code authorize the Mobility Authority to enter into agreements with other governmental entities for the performance of governmental functions and services; and

WHEREAS, the Parties have negotiated a memorandum of understanding (the "MOU"), attached hereto as Exhibit A, to support the development of the CPP for ten (10) years to proactively minimize transportation construction impacts on travelers, residents, and businesses in Central Texas, and to enhance safety, mobility, and public information in Central Texas; and

WHEREAS, the Parties have also negotiated an interlocal agreement (the “Interlocal Agreement”), attached hereto as Exhibit B, which includes provisions for cost sharing to fund and operate elements of the CPP, of which the Mobility Authority will fund ten percent of the annual costs of the CPP; and

WHEREAS, staff recommends the Board’s approval of the MOU and the Interlocal Agreement for the Mobility Authority’s participation in the CPP

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves entering into the MOU and the Interlocal Agreement for the Central Texas Construction Partnership Program in the forms or substantially the same forms attached hereto as Exhibits A and B; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Executive Director to execute the MOU and the Interlocal Agreement on behalf of the Mobility Authority.

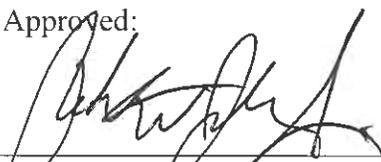
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of February 2026.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



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

Exhibit A

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
AMONG
THE TEXAS DEPARTMENT OF TRANSPORTATION (“TXDOT”),
CITY OF AUSTIN,
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY (“CAPMETRO”),
AUSTIN TRANSIT PARTNERSHIP (“ATP”),
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“CTRMA”), AND
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”)

This Memorandum of Understanding (“MOU”) is made and entered into by and between Texas Department of Transportation (“TXDOT”), by and through the Austin District Office, the City of Austin (“the City”), Capital Metropolitan Transportation Authority (“CapMetro”), Austin Transit Partnership (“ATP”), Central Texas Regional Mobility Authority (“CTRMA”), and the Capital Area Metropolitan Planning Organization (“CAMPO”). Each agency is hereinafter referred to as a “Party” and collectively referred to as the “Parties” or as the Central Texas Construction Partnership Program (“CPP”).

WHEREAS, approximately \$20B in mobility and infrastructure construction projects are proposed in the next ten (10) years, in Central Texas, see Agency Projects Map (attached hereto), and

WHEREAS, the Parties of this MOU agree to support the development of a Central Texas Construction Partnership Program (CPP) for ten (10) years to proactively minimize transportation construction impacts on travelers, residents, and businesses in Central Texas, and to enhance safety, mobility and public information in Central Texas during the construction, and

WHEREAS, the Parties have agreed to support the implementation of the following CPP elements:

- Construction Coordination – coordinate lane closures across projects to reduce impacts and share the information with travelers, residents, and businesses through a variety of mediums (e.g., an app, website, etc.). Lead Agency – TxDOT. Other agencies supporting.
- Public Information – communicate where the community can access information about construction travel impacts. Lead Agency – COA. Other agencies supporting.
- Travel Demand Management – implement strategies to reduce traffic demand at and near construction projects. Lead Agencies – COA and CAMPO. Other agencies supporting.
- Traffic Management – use operational strategies and technology to optimize traffic flow during construction. Lead Agencies – TxDOT, CAMPO, and COA. Other agencies supporting.

WHEREAS, the Parties agree to commit to providing resources, such as but not limited to, personnel, funding, hardware, and data sharing, to implement the elements of the CPP, and

WHEREAS, the Parties of this MOU agree to support continuation of a Central Texas collaborative transportation network management strategy to enhance safety, mobility and public information beyond the 10-year CPP construction-related effort, including ongoing operation and maintenance of CPP elements, as beneficial, and

WHEREAS, to the extent possible, a two-year interlocal agreement (“ILA”), with two-year extension options, between the Parties should be developed and will include provisions for cost and asset sharing to fund and operate CPP elements, and

By being a signatory to this MOU, the Parties agree to:

1. Actively participate and provide content in the development and implementation of the CPP elements; and
2. Agree to provide access to transportation-related information, data and systems produced by each Party in order to feed into an integrated information sharing platform that will disseminate construction information associated with CPP projects; and
3. Explore providing staff resources with the capabilities to perform day-to-day actions in relation to supporting CPP elements; and
4. Work together to establish cost sharing provisions towards the funding of the CPP elements; and
5. Pursue, in good faith and expediency, the development, negotiation and execution of an ILA to legally agree to terms as it pertains to cost sharing, data and asset sharing, interagency operational concepts and organizational governance; and
6. Agree that this MOU or future agreement will not transfer or convey any ownership or any rights other than those rights expressly granted by the agreement or by the laws of the State of Texas.

Term. This MOU shall become effective when executed by a minimum of two Parties. It shall remain in full force and effect in perpetuity, unless it is superseded, in part or in whole, by an MOU or ILA(s).

Amendment. This MOU may be amended by agreement, in a writing signed by all Parties.

Termination. Any Party may terminate their participation in this MOU, for any reason or no reason at all, upon 90 days’ written notice to the other Parties.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be duly executed in duplicate as of the date of the last signature written below.

CITY OF AUSTIN

By _____ Date _____
AUTHORIZED SIGNATURE
Mike Rogers, Assistant City Manager

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By _____ Date _____
AUTHORIZED SIGNATURE
Dottie Watkins, President and CEO

AUSTIN TRANSIT PARTNERSHIP

By _____ Date _____
AUTHORIZED SIGNATURE
Greg Canally, Executive Director

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
AUTHORIZED SIGNATURE
James Bass, Executive Director

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

By _____ Date _____
AUTHORIZED SIGNATURE
Ashby Johnson, P.E., Executive Director

TEXAS DEPARTMENT OF TRANSPORTATION

By _____ Date _____
AUTHORIZED SIGNATURE
Tucker Ferguson, P.E. – District Engineer

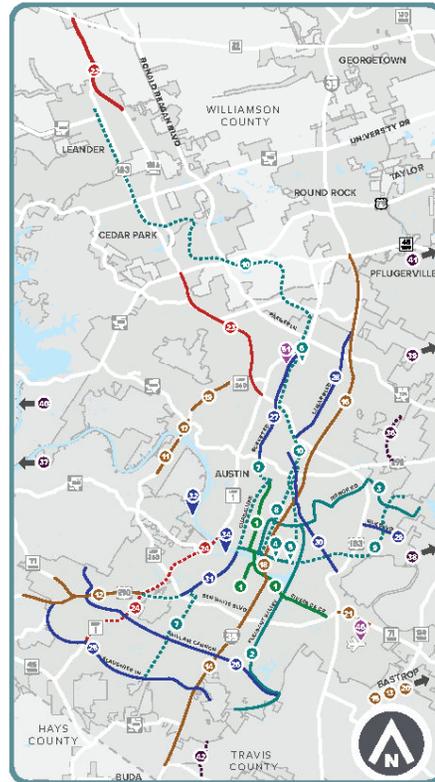


CENTRAL TEXAS SIGNIFICANT PROJECTS

MAP LEGEND

- Mobility Authority
- CapMetro
- TxDOT
- City of Austin
- ATP
- Travis County
- Additional Developments
- - - Study Phase

PARTNER AGENCIES



T = Transportation Project P = Other Public Sector PVT = Private Sector

Austin Transit Partnership

- 1 Austin Light Rail^T
- 2 MetroRapid: Pleasant Valley^T
- 3 MetroRapid: Expo Center^T
- 4 Red Line: Plaza Saltillo Station Expansion^T
- 5 Red Line: Double Tracking (Onion Street to Austin Wye)^T
- 6 Red Line: Broadmoor Station^T
- 7 MetroRapid: Manchaca to Oak Hill (STUDY PHASE)^T
- 8 MetroRapid: Gold Line (STUDY PHASE)^T
- 9 Green Line (STUDY PHASE)^T
- 10 Red Line: Double Tracking (STUDY PHASE)^T

TxDOT

- 11 Loop 360: Westlake Drive/Cedar Street^T
- 12 Oak Hill Parkway^T
- 13 SH 71 East at Tucker Hill Lane^T
- 14 I-35 Capital Express South: SH 71 to SH 45 Southeast^T
- 15 SH 71 at Pope Bend^T
- 16 I-35 Capital Express North: SH 45 North to US 290 East^T
- 17 Loop 360: Courtyard Drive/RM 2222^T
- 18 I-35 Capital Express Central: US 290 East to SH 71^T
- 19 Loop 360: Lakewood Drive/Spicewood Springs Road^T
- 20 SH 71 East at FM 1209^T
- 21 SH 71: US 183 to Presidential (STUDY PHASE)^T

Mobility Authority

- 22 US 183A Phase III: SH 29 to Hero Way^T
- 23 US 183 North: MoPac Expressway to SH 45/620^T
- 24 MoPac South: 8th Street to Slaughter Lane (STUDY PHASE)^T

City of Austin

- 25 Slaughter Lane: FM 1926 to Brandt Road^T
- 26 William Cannon Drive: Southwest Parkway to McKinney Falls^T
- 27 Burnet Road: Koenig Lane to MoPac Expressway^T
- 28 North Lamar Boulevard: US 183 to Howard Lane^T
- 29 East MLK Jr. Boulevard: US 183 to Decker Lane^T
- 30 Airport Boulevard: North Lamar Boulevard to US 183^T
- 31 South Lamar Boulevard: Barton Springs Road to Ben White Boulevard^T
- 32 Red Bud Trail Bridge Replacement^T
- 33 Congress Avenue Urban Design Initiative (STUDY PHASE)^T
- 34 Barton Springs Road Bridge Replacement^T
- 35 East Sixth Street Reconstruction and Redevelopment (STUDY PHASE)^T

Travis County

- 36 Arterial A (STUDY PHASE)^T
- 37 Bee Creek Road: Lakehurst Road to Highland Boulevard (STUDY PHASE)^T
- 38 Blake Manor Road: Taylor Lane to Burleson Manor Road (STUDY PHASE)^T
- 39 Cameron Road: Pecan Street to Fuchs Grove Road (STUDY PHASE)^T
- 40 Pyramid Drive and O'Reilly Drive (STUDY PHASE)^T
- 41 Rowe Lane: SH 130 to Hodde Lane (STUDY PHASE)^T
- 42 South Pleasant Valley Road: Bradshaw Road to SH 45 (STUDY PHASE)^T

Additional Developments

- 43 Waterloo Greenway^P
- 44 Texas Capitol Complex Development^P
- 45 Convention Center Redevelopment and Expansion^P
- 46 Austin-Bergstrom International Airport Expansion^P
- 47 Seaholm Multimodal Connectivity^T
- 48 Brackentridge Redevelopment^{PVT}
- 49 Palm School Site Redevelopment^{PVT}
- 50 Dell Medical Center Expansion^{PVT}
- 51 Uptown ATX^{PVT}

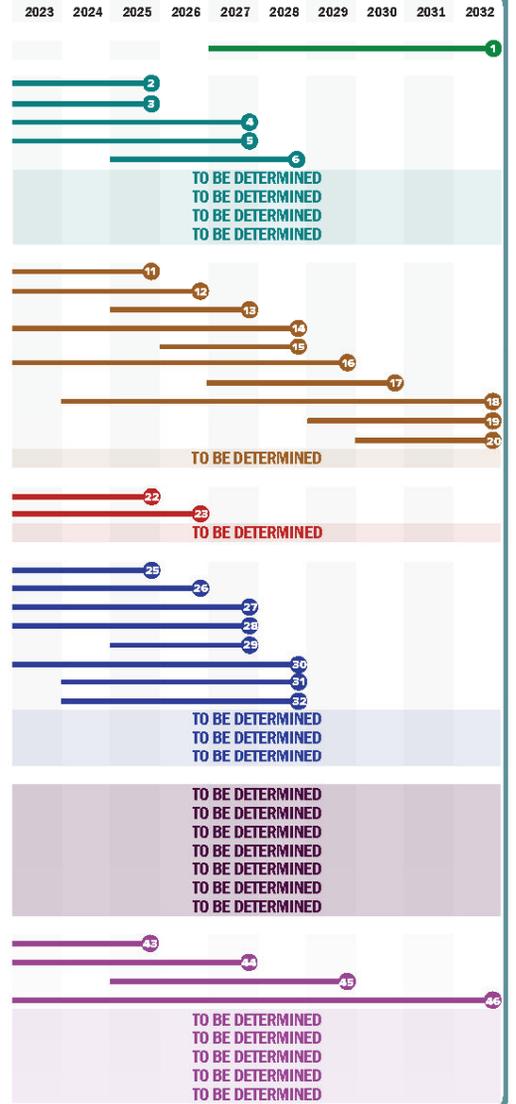


Exhibit B

Interlocal Agreement

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**INTERLOCAL AGREEMENT
FOR
REGIONAL TRAFFIC MANAGEMENT**

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

I. PARTIES:

The Texas Department of Transportation	TxDOT
Capital Area Metropolitan Planning Organization	CAMPO
City of Austin	COA
Central Texas Regional Mobility Authority	CTRMA
Capital Metropolitan Transportation Authority	CapMetro
Austin Transit Partnership	ATP

II. PURPOSE: With more than 35 significant infrastructure projects commencing over the next 10 years in Central Texas, the Parties have come together to form the Central Texas Construction Partnership Program (CPP) with a commitment to improve coordination, enhance safety, maintain mobility, inform the public, and form a long-term scalable foundation for proactively managing the region’s traffic flow. A companion Memorandum of Understanding signed by the above Parties, indicates a 10-year commitment to support Central Texas construction activities and the longer term vision of collaborative transportation network management.

In support of this commitment, Parties agree to collaborate in the development of an integrated information sharing platform to receive construction information from projects; explore strategies to streamline public information during construction; cooperate with business/industry and the community to manage travel demand at and near construction projects; and use operational strategies and technology to optimize traffic flow.

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

IV. CONTRACT PAYMENT: The total amount of this two-year contract shall not exceed \$8,222,997 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly and paid subject to annual appropriation by the Contracting Parties. The operating budgets for Years 1 and 2 may not exceed those established in **Attachment B**, and shall be prepared annually by TxDOT and provided to the CPP Executive Steering Committee (ESC) for review and approval, as described in **Attachment A**, Scope. The ESC governing body is comprised of executive directors or senior level members from each of the Parties. The Parties acknowledge that their respective payment obligations set forth in this Agreement are a commitment of current revenues only and remain subject to appropriation.

V. TERM OF CONTRACT: This contract begins when executed by two or more Parties and terminates on the second (2nd) anniversary of execution or when otherwise modified, extended, or terminated as provided in this Agreement. The agreement may be extended in two-year increments as approved by voting members of the CPP ESC.

VI. LEGAL AUTHORITY:

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

The Board of Directors of CAMPO, by resolution or ordinance, dated _____, has authorized CAMPO to enter into this Agreement and perform its obligations described in **Attachment A**.

The Austin City Council, by resolution or ordinance, dated _____, has authorized the City of Austin to enter into this Agreement and perform its obligations described in **Attachment A**.

The Board of Directors of the CTRMA, by resolution or ordinance, dated _____, has authorized CTRMA to enter into this Agreement and perform its obligations described in **Attachment A**.

The Board of Directors of CapMetro, by resolution or ordinance, dated _____, has authorized CapMetro to enter into this Agreement and perform its obligations described in **Attachment A**.

The Board of Directors of ATP, by resolution or ordinance, dated _____, has authorized ATP to enter into this Agreement and perform its obligations described in **Attachment A**.

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

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

By _____ Date _____
AUTHORIZED SIGNATURE
Ashby Johnson, P.E., Executive Director

CITY OF AUSTIN

By _____ Date _____
AUTHORIZED SIGNATURE
Mike Rogers, Assistant City Manager

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
AUTHORIZED SIGNATURE
James M. Bass, Executive Director

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By _____ Date _____
AUTHORIZED SIGNATURE
Dottie Watkins, President and CEO

AUSTIN TRANSIT PARTNERSHIP

By _____ Date _____
AUTHORIZED SIGNATURE
Greg Canally, Executive Director

FOR THE STATE OF TEXAS

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

By _____ Date _____

Marc Williams
Executive Director, Texas Department of Transportation

ATTACHMENT A

Scope of Services

A. Background

With approximately \$20B in mobility and infrastructure construction projects commencing over the next 10 years in Central Texas, the region's transportation agencies have come together to form the Central Texas Construction Partnership Program (CPP) with a commitment to enhance safety, inform the public, maintain mobility, improve coordination, and form a long-term scalable foundation for proactively managing the region's traffic flow.

B. Scope of Work

In support of the commitment described above, the Parties (as defined in the Interlocal Agreement signature pages that precede Attachment A) agree to participate in the regional implementation, as applicable, of the following:

1. **Construction Data Platform (CDP), Mobility Application and Mirror Website, KPI Dashboard.**

Actively participate and provide content in the development and implementation of an integrated CDP, mobility app, for mobile devices and a mirror website, and traffic insights;

Initial development of the CDP, Mobility App and mirror website is being funded by TxDOT until ILA execution. Ongoing development, operations, maintenance and hosting costs will be shared by the signatory parties to this ILA as outlined in Tables B-1 and B-2, Attachment B.

2. **Mobility Solutions.** Participate in the development of advanced analytics to enable corridor and intersection solutions that improve safety and mobility. Possible solutions that will be informed by a future system engineering process may include the following:

- a. **Corridor Solutions** – For example, deployment of Advanced Traffic Management Systems (ATMS) enhanced by edge computing leveraging decentralized data processing power at the network's edge to optimize traffic flow and improve safety in near real time; and
- b. **Intersection Mobility Solutions** – For example, utilizing edge computing capabilities to connect directly to traffic sensors, smart work zone devices, cameras and traffic signals thereby enhancing safety and operations by reducing data latency.

3. **Data Governance.** Provide and receive transportation-related information, data, and systems produced by each Party's infrastructure to feed into the CDP that will aggregate and disseminate information associated with Parties' construction and relevant maintenance projects. Parties agree to collaborate in the implementation of a regional data governance policy.

4. **CPP Traffic Management Center Operations.** Collaborate in forming a regional traffic management operations program focusing initially on Central Texas construction activities (pertinent projects including, but not limited to, the I-35 Capital Express Central Project, S. Lamar Corridor Project, downtown, Project Connect light rail alignment, S. MoPac, and significant arterials that serve as alternate routes to these roadways), and expanding in the future to facilitate efficient movement of all travel modes through the Central Texas region.

The initial phase of CPP Operators monitoring traffic operations will be from a location to be determined by TxDOT. The Operational Board (OB) (Section F.3) will continue to perform tasks described in Section F.3 for future phases of TMC operations.

5. **Public Outreach.** Actively participate in activities associated with the timely dispersion of construction related information, enhancing the awareness of options and information to travelers, and improving outcomes for the public.

CPP public outreach will consist of four (4) core services:

- Operating a One-Stop Shop for roadway construction information;
- Executing Advertising and Marketing campaigns to increase awareness of CTXGO; Developing one-voice messaging when necessary to share construction impacts across multiple agencies; and
- Reaching Out to Neighboring Cities/Counties across the five-county region to provide information about where they can access information about construction that may impact their constituents as they travel around Central Texas.

All project specific communication to those impacted (e.g., adjacent properties, approaching travelers) will be handled directly by the respective project owner.

6. **Transportation Demand Management (TDM).** Collaborate to develop and implement a TDM plan spanning the \$20B construction program. The plan would include spreading trips across roadway facilities, transportation modes, and time (including teleworking). The City of Austin recently was granted a 5-year TDM grant (Climate Pollution Reduction Grant – CPRG) focused on the CPP. Coordination amongst Parties is not only needed during the CPRG but also to develop and implement a TDM program for the remainder of the construction period and beyond.

The CPP TDM program envisions a multi-faceted approach to introduce regional commuters to travel options that empower people to make the best choice for their specific commuting needs and daily life. Greater use of technology, including focusing on the mobile environment and incentives, will be necessary as part of this initiative. The CPP TDM program will provide a pathway for area commuters to consider alternative travel options that benefit them.

C. Initial Geographic Coverage

The CPP is envisioned to improve coordination, enhance safety, maintain mobility, inform the public, and form a long-term scalable foundation for proactively managing the Central Texas region's traffic flow. To commence the initiative, TxDOT is taking the lead in the deployment of mobility management tools related to the implementation of the I-35 Capital Express Central (CapEx Central) construction project. One component is the development and implementation of a CDP, which will act as a clearing house for transportation related data produced by the region's infrastructure agencies that will disseminate information associated with each Parties' projects.

Another component is the development and implementation of a Mobility App and mirror website, that will help keep the traveling public, local and state officials, and contractors informed, support operational decisions, and improve safety and mobility across the network.

D. Functions and Parties' Responsibility

A general description of the roles and responsibilities for each agency with respect to key components in the development and implementation of the CPP is summarized in **Table A-1, Functions and Agency Responsibility Matrix** below.

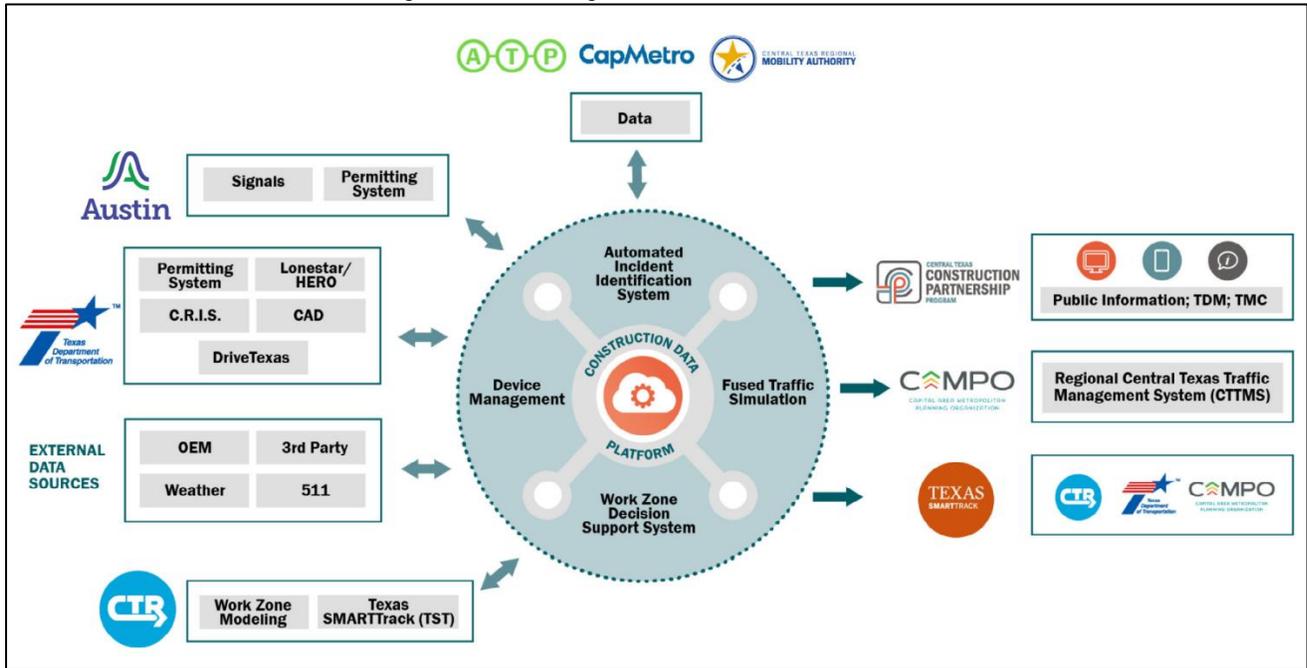
Table A-1: Functions and Agency Responsibility Matrix

Stakeholder Collaboration	TXDOT	COA	ATP	CapMetro	CTRMA	CAMPO	Responsibilities
Public Notification App Functionality	X	X	X	X	X	X	Collectively determine and agree on minimum functionality of app for Phase 1, including public outreach.
Work Zone Information Sharing	X	X	X	X	X		(1) Agree on standard reporting and data format to share and communicate active work zones and closure for multiple jurisdictions. (2) Adopt Work Zone Data Exchange standardization. (3) Develop operation procedures for sharing and updating the data to feed.
Area of Influence for Mobility and Transportation Demand Solutions	X	X	X	X	X	X	Determine area of influence to implement mobility and transportation demand solutions. Initial area of influence will be determined through modeling efforts by UT CTR, funded by TxDOT. Area of influence will be updated using advanced traffic insights analytics, implemented as part of the CPP program.
Signalized Intersection Triage	X	X			X		For signalized intersections, and integrated corridor management, need to inventory, evaluate, and develop/deploy investment strategy around: hardware, software and connectivity to determine readiness to integrate and activate corridor and intersection solutions.
Integrate Signal Solutions to Controller Operation System	X	X					Develop engineering and data integration plans to provide read-only dual communication, which includes recommendations for operational improvements to COA.
Data Sharing and Data from Assets	X	X	X	X	X	X	ILA for data sharing including security/privacy, data type and feeds, integration requirements, etc. Also, ILA for asset sharing such as signals, ITS, telecom, etc.
CPP Traffic Management Operations	X	X	X	X	X		Develop and implement a plan for a dedicated traffic management center for CPP operations, including System Engineering documentation.
Third Party Evaluation of CPP Operations	X					X	CTR will perform third-party evaluation of data and system of systems solution, including work zone modeling, which can inform FHWA reporting.
Public Information	X	X	X	X	X	X	Actively participate in activities associated with the timely dispersion of construction related and traveler information, enhancing the awareness of options and information to travelers, and improving outcomes for the public.
Transportation Demand Management	X	X	X	X	X	X	Collaborate to develop and implement a TDM plan.

E. Functional Architecture

As indicated previously, one component of the CPP will be the CDP, which will act as a clearing house for transportation related information, and data produced by the Parties that will disseminate information associated with each Party’s projects. **Figure A-1, CPP High Level Functional Architecture** provides a graphical representation that illustrates the high-level structure, key components, and interactions of the CPP data elements.

Figure A-1, CPP High Level Functional Architecture



F. Authority and Oversight

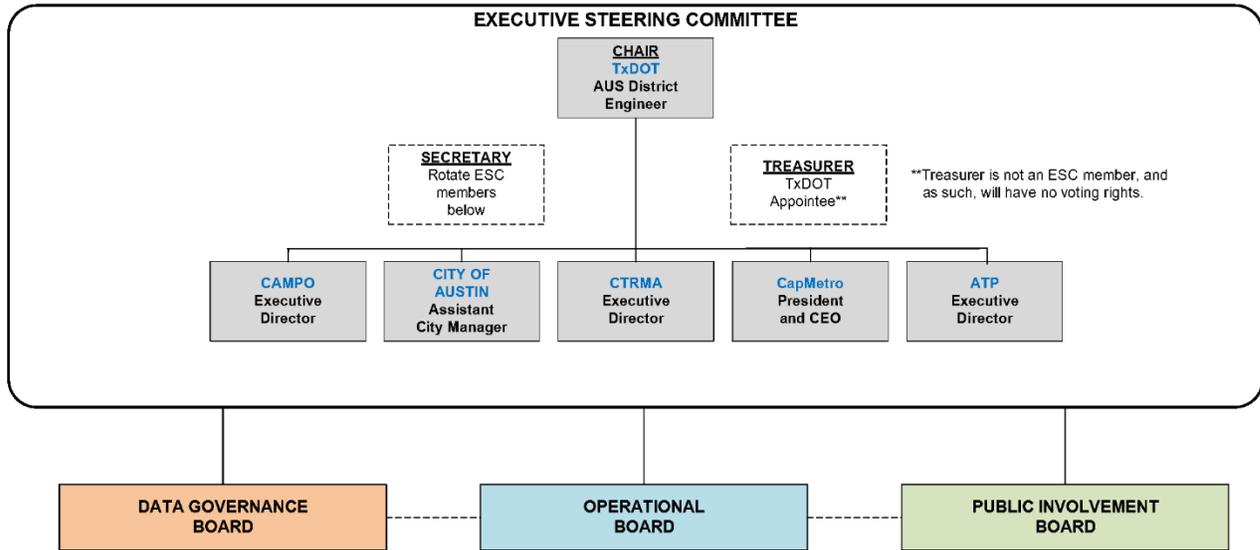
Program authority, as well as oversight responsibilities shall be derived from the following governing bodies: Executive Steering Committee (ESC), Data Governance Board (DGB), Operational Board, and Public Involvement Board (PIB).

1. **Executive Steering Committee.** The ESC oversees the program’s strategic planning and decision-making activities, as well as administers the operating budget, financing, implementation, data governance progress, and public involvement planning in coordination with the DGB, OB, and PIB on no less than an annual basis. Recommendations and decisions made by the DGB, OB, and PIB shall be formally presented to the ESC to be voted upon and formally documented.

The ESC can determine if any adjustments and changes to the operating budget and/or implementation strategy are needed based on Parties’ recommendations. The operating budget shall not exceed the Year 1 and 2 budget cap identified in **Attachment B**. The ESC shall also determine if any updates, amendments and/or extension are needed to the interlocal agreement or any attachments thereof. If necessary, the ESC has the authority to name other boards, as needed.

The ESC governing body is comprised of executive directors or senior level members from each respective Party. **Figure A-2, Executive Steering Committee Organizational Structure**, illustrates the governance structure of the ESC for the Parties.

Figure A-2, Executive Steering Committee Organizational Structure



TxDOT will Chair the ESC and will be responsible for developing meeting agendas and presenting the annual CPP operating budget to be voted upon and approved by majority vote of the ESC. A majority vote shall mean more than half of the votes cast by those members present and voting. This means abstentions and absent members are excluded. Only “yes” or “no” votes among attendees count toward the total. A majority of the ESC must be present (4 out of 6) to establish a quorum and ensure voting integrity. Only Party participants who have executed this ILA and are in good standing with CPP financial contributions will be permitted to vote. ESC members from Parties who have not executed the ILA or have outstanding financial obligations to the CPP will be permitted to sit on the ESC in ex officio capacity with no voting rights until such time that their respective Party returns to good standing. Each voting ESC member will have a straight vote, including the TxDOT Chair. In the case of a tie, the vote of the Chair will decide.

To assist with formal record keeping and financial matters review, a Secretary position and a Treasurer position shall be appointed. The Treasurer will be a TxDOT appointee with access to CPP financial transactions and will not be an ESC member. As such, they will have no voting rights. The Secretary will be appointed from the existing roster of ESC board members. This position can rotate between ESC board members in good standing on a bi-annual basis. For continuity, the ESC may elect to stagger the terms.

With a recommendation from the DGB, the ESC may vote to share data with a Collaborative Partner (e.g., Travis County, The University of Texas at Austin). Collaborative Partner is defined as a non-signatory Party to this ILA who has executed a Memorandum of Understanding and bilateral Data Sharing Agreement with TxDOT. These documents will obligate the Collaborative Partner to comply with data requirements and information resource and security requirements, for each data source. A majority vote to bilaterally share data with a Collaborative Partner expands the CPP to include additional Parties, who may be added as signatories to subsequent extensions of this ILA.

2. **Data Governance Board.** Under the authority of the ESC, the DGB is responsible for the implementation, education, and oversight of all enterprise data governance guidelines. The DGB’s role consists of overseeing interagency efforts of establishing the CDP, data requirements, data security, data standards, and ensuring these standards are consistent with other ongoing regional

efforts such as Texas SMARTTrack. The DGB also makes recommendations to the ESC of any management and/or interlocal adjustments necessary, including the data governance strategy. The DGB shall establish appropriate policies in compliance with all applicable laws and regulations regarding the collection and processing of consumer personal data obtained in connection with the CDP. For purposes of the foregoing, "consumer personal data" shall mean any information which may directly or indirectly be used to identify an individual.

DGB membership shall consist of one member from each Party. Refer to **Section H, Data Governance** for more information on DGB composition and responsibilities.

3. **Operational Board**. Under the authority of the ESC, the Operational Board (OB) is responsible for managing and maintaining the CPP TMC and the integrity of the CDP.

o Governance and Oversight of the following responsibilities

The OB will have the primary responsibility of ensuring collaborative traffic management strategies are implemented to improve safety and reduce congestion in the region by doing the following:

- Reviewing the TxDOT-prepared annual CPP TMC operating budget and providing feedback to the ESC for consideration. This assumes the OB will reassess the shared location of the CPP TMC annually during budget review.
- Adapting system engineering approach to incorporate traffic insights and advanced analytics, as technology evolves.
- Monitoring traffic signals, intersections, and roads to ensure optimal operation.
- Collaborating with Parties, law enforcement, fire and emergency management services, and local transit agencies to enhance multi-agency response during emergencies or special events.
- Collecting and analyzing data related to traffic conditions, incidents, and the overall transportation system to inform decision-making.
- Implementing traffic management solutions such as signal timing adjustments and temporary traffic signal changes to improve vehicle flow and reduce wait times at intersections.
- Ensuring compliance with traffic laws and regulations and managing incidents that may lead to legal claims or liabilities.
- Providing real-time information to travelers and agencies and disseminating congestion information to the public through available channels including the Mobility App, mirror website, media outreach, and roadside signs.
- Utilizing technologies such as closed-circuit video systems and roadside sensors to monitor traffic and enhance decision-making processes.
- Operating and maintaining the CPP program components designed to assist with TMC management, including the CDP, Mobility App and mirror website, KPI dashboard, and traffic insights.

These responsibilities ensure that the TMC operates effectively, contributing to the overall efficiency and safety of the transportation

o Membership

- The OB membership should represent the diverse needs and reaches of CPP operations.
 - The number of members in the OB should include one member, or a delegate from each Party.

- Each Party should nominate an individual from their organization who would best represent TMC operations, data platform O&M, the overall program, and the interests of their respective Party.
- TxDOT will chair the OB..
 - The chairperson will guide OB activities.
 - A vice-chairperson and secretary shall be selected by the ESC from the OB members that were nominated by each Party. Vice chair and secretary positions can rotate between OB members in good standing on a bi-annual basis. For continuity, the ESC may elect to stagger the terms.
 - As with the ESC, OB members from each Party will be permitted to vote only if their respective Party remains in good financial standing (refer to **Section F, Authority and Oversight**).
 - OB members from Parties who have not executed the ILA or have outstanding financial obligations to the CPP will be permitted to sit on the OB in ex officio capacity with no voting rights until such time that their respective Party returns to good standing.
 - Each voting OB member will have a straight vote.
 - In the case of a tie, the vote of the Chair will decide.

Table A-2, OB Criteria provides a summary of OB board membership roles and criteria for filling those roles.

Table A-2: OB Membership Criteria

Role	Criterion
Chair	Individual who understands TMC operations
Vice Chair	Individual who is familiar with operating, maintaining, and using advanced technologies to assist with TMC management.
Secretary	Individual to manage meeting minutes and perform other agreed upon duties to support the board.
Board Member	Individuals who are responsible for implementing mobility solutions via their respective Party's TMC.

G. Data Sources and Systems

Parties agree to provide reasonable access to transportation-related information, data sources, and systems produced by each Party's infrastructure to feed into the CDP that will disseminate information associated with each Party's projects. Relevant data assets will be organized and maintained in the CPP Data Catalog, which will be a centralized inventory of data sources, metadata, and source systems of record. The DGB will oversee the development, finalization, and all updates to the CPP Data Catalog with input from CPP data stewards and subject matter experts (SMEs). As part of the CPP Data Catalog oversight, the DGB will oversee the development, formatting, and frequency of data transmittals, in addition to developing Data Sharing Agreements. CPP Data Sources and Systems are meant to be dynamic and adaptable to changes over time.

With a recommendation from the DGB, the ESC may vote by majority to share data with a Collaborative Partner.

H. Data Governance

It is a priority of the CPP to provide dependable, accessible, shareable, quality controlled, and timely data for use by Parties. With that goal in mind, a Data Governance Policy has been established and will

focus on data management areas, such as data quality, data architecture, data sharing, data integration, metadata, document management, enterprise data elements, and security.

1. Promoting Data Governance

a. Purpose

The purpose of the CPP Data Governance Policy is to formalize the CPP's commitment to promoting proper data management practices through published data governance guidelines and best management practices (BMP) developed and implemented by the CPP's DGB.

CPP data and information are valuable agency assets and shall be managed accordingly. Enterprise data governance guidelines and process specific recommended BMPs will be the tools used by the CPP to promote proper data management practices.

b. Guidelines

Guidelines are used as a rule of thumb and can be used as a foundation in developing BMPs, which can be constituted as accepted procedure. The intent of data governance guidelines is to encourage and develop consistency in data management practices across the CPP so that reliable enterprise data is available for timely analysis and that data can be integrated with other information to improve the efficiency and effectiveness of CPP business processes.

Guidelines will be developed and implemented by the CPP's DGB with input from CPP data stewards and SMEs. Guidelines will focus on data management areas that may need additional consistency in practice or structure. Areas may include data quality, data architecture, data sharing, data integration, metadata, document management, security, and enterprise data elements.

2. Data Governance Board

o Authority and Oversight

The CPP's DGB is the governing body responsible for the implementation, education, and oversight of all CPP enterprise data governance guidelines. The DGB derives its authority from the CPP Executive Steering Committee, as described and illustrated previously in **Section F, Authority and Oversight**.

The DGB takes a leadership role in the development of the CPP's data management strategy and in developing and executing BMPs. They create data related guidelines, standards, measures, and processes related to the CPP.

The DGB also recommends specific guidelines to improve data quality, ensure a balance between data access and data security, prioritize data acquisition efforts, and raise the level of data literacy across the CPP. This is all with a purpose of driving data uniformity across all Parties.

o Responsibilities

The DGB will have the primary responsibility of ensuring data governance practices are adhered to by all Parties. These include:

- Overseeing the development, finalization, and updates to the data catalog.

- Creating, adopting, and implementing data governance guidelines in alignment with the CPP data governance objectives, but not in conflict with existing agencies' data governance requirements.
 - Creating, adopting, and implementing BMPs to address common, repeatable data management functions that impact areas of data governance that require more structure or guidance. BMPs will address data quality, data sharing, metadata, security, and documentation.
 - Developing, adopting, and overseeing tactical data governance standards and procedures.
 - Aligning the data governance guidelines with CPP needs and reporting requirements, as well as any technology initiatives.
 - Supporting Parties by educating, implementing, and maintaining recommended data governance guidelines.
 - Ensuring data guidelines/standards are consistent with other ongoing regional efforts such as Texas SMARTTrack
 - Developing, adopting and evolving the Data Change Request Process to ensure transparency amongst the Parties.
- Membership
- The DGB membership should represent the diverse needs and reaches of CPP operations.
 - The number of members in the DGB shall be agreed upon by the ESC and should include one member, or a delegate from each Party.
 - Each Party should nominate an individual from their organization who would best represent data governance, the CPP, and the interests of the Party.
 - In addition, TxDOT will nominate a board advisor member from UT CTR.
 - TxDOT will chair the DGB.
 - The chairperson will guide OB activities.
 - A vice-chairperson and secretary shall be selected by the ESC from the DGB members that were nominated by each Party. Vice-chair and secretary positions can rotate between DGB members in good standing on a bi-annual basis. For continuity, the ESC may elect to stagger the terms.
 - The chairperson will guide DGB activities.
 - As with the ESC, DGB members from each Party will be permitted to vote only if their respective Party remains in good financial standing (refer to **Section F, Authority and Oversight**).
 - DGB members from Parties who have not executed the ILA or have outstanding financial obligations to the CPP will be permitted to sit on the DGB in ex officio capacity with no voting rights until such time that their respective Party returns to good standing.
 - Each voting DGB member will have a straight vote.
 - In the case of a tie, the vote of the Chair will decide.

Table A-3, DGB Criteria provides a summary of DGB board membership roles and criteria for filling those roles.

Table A-3: DGB Membership Criteria

Role	Criterion
Chair	Individual who understands data and data management.
Vice Chair	Individual who is familiar with information management.
Secretary	Individual to manage meeting minutes and perform other agreed upon duties to support the board.
Board Member	Individuals who are responsible for the development and maintenance of data.
Board Advisor	Individuals who are knowledgeable of CPP culture, processes, and informational and data needs.

3. Data Sharing Rights

Each Party may have certain permissions and restrictions associated with sharing technical data. The DGB will develop detailed requirements outlining data sharing rights, which will be documented in the Data Governance Policy.

I. CPP Communications

1. Public Outreach

The ESC will establish a Public Involvement Board (PIB) to oversee public outreach efforts, and the development and implementation of a work plan. Current CPP public information activities will transition from the City of Austin to the PIB. Implementing the work plan is expected to be funded as part of the TMC contract. These efforts may include creating content for activities of the Parties, market research, coordination with surrounding jurisdictions to educate and inform agencies on construction activities, increasing the awareness of the CDP mobility app and mirror website, on-demand meetings with stakeholders, developing and managing annual PIO budgets, and managing the one-stop-shop for construction information. Responsibilities shall also include CPP branding-related activities. Final approval of CPP branding shall be the responsibility of the ESC.

Public outreach for individual projects will remain the responsibility of those project owners.

o PIB Membership

- The number of members in the PIB shall be agreed upon by the ESC and should include one member, or a delegate from each Party.
 - Each Party should nominate an individual from their organization who would best represent public outreach, the CPP, and the interests of the Party.
- TxDOT will chair the PIB
 - The chairperson will guide PIB activities.
 - A vice-chairperson and secretary shall be selected by the ESC from the PIB members that were nominated by each Party. Vice-chair and secretary positions can rotate between PIB members in good standing on a bi-annual basis. For continuity, the ESC may elect to stagger the terms.
 - The chairperson will guide PIB activities.
 - As with the ESC, PIB members from each Party will be permitted to vote only if their respective Party remains in good financial standing (refer to **Section F, Authority and Oversight**).
 - PIB members from Parties who have not executed the ILA or have outstanding financial obligations to the CPP will be permitted to sit on the PIB in ex officio capacity with no voting rights until such time that their respective Party returns to good standing.

- Each voting PIB member will have a straight vote.
- In the case of a tie, the vote of the Chair will decide.

Table A-4, PIB Criteria provides a summary of PIB board membership roles and criteria for filling those roles.

Table A-4: PIB Membership Criteria

Role	Criterion
Chair	Individual who understands public information activities.
Vice Chair	Individual who understand public information activities.
Secretary	Individual to manage meeting minutes and perform other agreed upon duties to support the board.
Board Member	Individuals who are responsible for the development and maintenance of data.
Board Advisor	Individuals who are knowledgeable of CPP culture, processes, and informational and data needs.

2. Media Provisions

In addition, Parties agree to give credit to other Parties from a media standpoint in the distribution of traffic data. The PIB will establish guidelines on how media provisions will work in practice. Provisions may include the following:

- Each Party shall give other Parties voice and/or visual credit (i.e., agency logos) for all traffic data provided by the contributing Parties.
- Parties may transmit video data to Parties with an embedded logo.
- Parties shall not block, modify, or remove agency logos.
- Parties shall provide electronic files of stories that are distributed by Parties that involve input from other Party employees.
- Electronic file must be provided within 5 business days of the time the story was released.

J. **CPP Parties Contacts**

Parties agree to coordinate and participate in recurring interagency status meetings and provide feedback during the term of this agreement. **Table A-3, Primary and Alternate Contacts** is a list of primary and alternate contacts for each Party to consult and coordinate with throughout the duration of this agreement.

Table A-3: Primary and Alternate Contacts

CPP Party	Primary ESC Contact	Alternate ESC Contact
1 TxDOT, Austin District	Tucker Ferguson, PE District Engineer Phone: 512-832-7000	Miguel Arellano, P.E. Deputy District Engineer Phone: 512-832-7030
2 City of Austin	Mike Rogers, P.E. Assistant City Manager Phone: 512-974-2200	Richard Mendoza, P.E. Director – Transportation & Public Works Phone: 512-974-2488
3 CapMetro	Dottie Watkins President and CEO Phone: 512-474-1200	Dave Kubicek Executive VP, Capital Construction Engineering Design Phone: 512-417-4451
4 ATP	Greg Canally Executive Director Phone: 512-710-2100	Alvin Livingstone Senior VP, Engineering and Construction Phone: 737-230-9765 Lindsay Wood EVP, Engineering and Construction

CPP Party		Primary ESC Contact	Alternate ESC Contact
			Phone: 512-922-7106
5	CTRMA	James M. Bass Executive Director Phone: 512-996-9778	Tracie Brown Director of Operations Phone: 512-996-9778
6	CAMPO	Ashby Johnson Executive Director Phone: 512-993-6599	Nirav Ved Data and Operations Manager Phone: 737-230-1591

ATTACHMENT B

Budget

A. Excluded from Cost Sharing

Parties agree, at their expense, to undertake the following steps for the term of the contract, pending approval of annual budgets by the governing body for each Party:

- Update software and hardware as needed to allow data integration to/from the Construction Data Platform (CDP);
- Provide timely upgrades to their internal infrastructure (ITS devices, signals, and other assets) to the standards prescribed in this agreement per the data governance policy;
- Update language for current construction, maintenance contracts and in-house Standard Operation Procedures (SOPs) to provide timely and accurate information for closures and detours for current and future projects;
- Provide requisite data to the CDP on a timely basis as specified per data governance language in this agreement; and
- Staffing, including consultants and resources to facilitate components listed above, shall be assumed by each Party at their expense in order to facilitate integration to and from the CDP. Consequently, those costs are excluded from the CPP cost sharing provisions.

Agencies shall retain ownership of data, hardware, software, and communications provided by their organization.

At the commencement of the CPP, TxDOT assumed responsibility for the initial expenses associated with the following items:

- Development of the Construction Data Platform, including hardware, software and associated updates, up to the point where the data platform was initially launched;
- Development of the Mobility App, mirror website, and associated updates, up to the point where the Mobility App Minimum Viable Product (MVP) was released.

B. Cost Sharing

Shared Costs

After the CDP goes online and the MVP Mobility App and mirror website are released, Parties agree that the portion of costs incurred for operating and maintaining the CDP, Mobility App and mirror website, and related CPP elements (e.g., CPP public outreach, construction transportation management center, travel demand management) shall be a shared cost amongst Parties as defined by the annual operating budget approved by the Executive Steering Committee (ESC) (Refer to **Attachment A, Section F, Authority and Oversight**). TxDOT will advance the costs, and all Parties will participate in yearly funding according to predetermined percentages. To streamline administrative processes, each Party's contribution shall be made as a fixed annual payment—similar in structure to a membership fee—rather than through reimbursement. These payments shall be due by June 1 of each year, as outlined in the

agreement. Any excess funds that are not expended during the year will be reallocated during budget planning for CPP activities in the following year.

In general, upgrades that benefit the CPP as a whole versus one individual Party, as determined by the ESC, would be considered a shared cost. If any additions, upgrades or modifications are determined to only benefit one Party (as determined by the ESC), then the Party will be responsible for covering the incremental cost.

Examples of shared cost elements include the following:

- 1) Technology / Mobility Management Tools
 - CDP, including routine upgrades to hardware and software, and routine replacement of CDP equipment.
 - CPP Mobility App and mirror website
 - AI Tools
 - KPI Dashboard
- 2) CPP Traffic Management Center (TMC)
 - Establish and operationalize a dedicated TMC for agency representatives and contractors for CPP operations
 - CPP TMC Standalone Operators (estimated 4-6 FTEs)
 - Reflects 2 FTEs per shift. Need to cover 24/7 and holidays will be assessed.
 - Develop standard operating procedures (SOPs)
- 3) Public Outreach
 - Establish a one-stop-shop for road construction and relevant maintenance project questions from the community
 - Implement public awareness campaigns for CTX GO
 - Develop messaging for combined construction impacts
 - Outreach to neighboring cities and counties to help keep their constituents informed
- 4) Transportation Demand Management (TDM)
 - Enhance CTX GO with TDM functionality (e.g., mode shift incentives, carpool/vanpool scheduling, rideshare integration).
 - Provide incentives and messaging to increase use of TDM strategies.
 - Build public awareness of TDM strategies and traveler tools through marketing campaigns.

Parties have agreed that the following CPP services qualify as deductible contributions:

1. CTX GO User Acceptance Testing (UAT) and branding activities funded by CTRMA
2. CPP public involvement activities funded by City of Austin and CAMPO

The recommended start date for credit eligibility is January 24, 2024, which coincides with the first CPP Mobility App Minimum Viable Product (MVP) workshop.

C. Annual Budget Preparation

TxDOT shall annually prepare a budget and provide it to the ESC no later than March 1. This will allow the ESC sufficient time to review the budget prior to its finalization and provide time to allocate and approve each Party's share on an annual basis.

D. Year 1 and Year 2 Budget

Budgets for the first 2 years of each CPP project element that are subject to cost sharing have been established as budget caps, and calculated under **Table B-1, CPP Year 1 and Year 2 Budget**. Parties shall not be required to pay for any expenses beyond the cap listed in **Tables B-1 and B-2**. A description of cost items and assumptions follow the table:

Table B-1: CPP Year 1 and Year 2 Budget Caps

CPP Project Element	Year 1 Costs	Year 2 Costs	Year 1 & 2 Costs
1) <u>Technology / Mobility Management Tools</u>			
a) Construction Data Platform	\$944,008	\$632,756	\$1,576,765
b) Mobility App & Mirror Website	\$707,308	\$494,589	\$1,201,897
c) AI Tools	\$325,000	\$185,000	\$510,000
2) TMC CPP Standalone Operators	\$786,865	\$810,471	\$1,597,336
3) Public Outreach	\$814,000	\$823,000	\$1,637,000
4) Transportation Demand Management	\$850,000	\$850,000	\$1,700,000
Grand Total	\$4,427,181	\$3,795,816	\$8,222,997

Description of Cost Items

1. The ESC is responsible for final approval for overall annual operating budget.
2. Initial development of the CDP, CTX GO Mobility App and mirror website is being funded by TxDOT and the City of Austin until ILA execution. Ongoing development, operations, maintenance and hosting costs will be shared by the Parties.
3. CPP construction data platform costs shall consist of set-up, design, data transfer, integration with existing systems, training and onboarding, establishing protocols and data governance, pilot testing and iteration, change management, evaluation, and optimization. O&M and enhancement costs will be associated with the KPI dashboard, mobility app and mirror website, and the construction data platform.
4. The CPP Mobility App and mirror website costs include software development, workshops, deployment costs (Apple and Google developer accounts), production and staging of cloud services (MS Azure), and app/website services (Google APIs).
5. AI tools – Costs are associated with the AI-driven platform that includes an event detection element that transforms mobility data to actionable insights, a roadway response component for improved traffic flows and safety enhancements, and advanced analytics utilizing past performance to assist CPP partners with collaborative data-driven decision-making. Year 2 entails annual licensing fees.
6. TMC CPP Standalone Operators costs assumes 24/7 staffing, three shifts, which would require 6 FTEs (including a supervisor).
7. Public Outreach costs include creating content for CPP partner activities, market research, meetings with stakeholders, coordination with surrounding jurisdictions regarding construction activities, message development for combined project impacts, and a public information one-stop shop with inquiry response and educational campaigns.
8. Transportation Demand Management costs are described in **Section B.2.4** above.

E. Annual Cost Sharing Percentage Split

Parties will reimburse TxDOT for their share of CPP costs established under **Table B-2, Annual Cost Sharing Percentage Split for Year 1 and Year 2** as a percentage of the costs incurred, subject to governing body appropriation by each Party. Contribution percentage for each agency will not change for the duration of the agreement. Refer to the ILA signature pages for agreement terms.

Table B-2: Annual Cost Sharing Percentage Split for Year 1 and Year 2

Agency	Annual Not to Exceed Share (%)	Year 1 Costs	Year 2 Costs	Total Year 1 & Year 2 Costs
TxDOT	50%	\$2,213,591	\$1,897,908	\$4,111,499
COA	20%	\$885,436	\$759,163	\$1,644,599
CAMPO ¹	10%	\$442,718	\$379,582	\$822,300
CTRMA	10%	\$442,718	\$379,582	\$822,300
CapMetro	5%	\$221,359	\$189,791	\$411,150
ATP	5%	\$221,359	\$189,791	\$411,150
Total	100%	\$4,427,181	\$3,795,816	\$8,222,997

The cost sharing percentages outlined above will remain in effect for the term of the ILA. Agencies may ask for and the ESC shall provide justification of the budget to the other agencies at their request. If an agency disputes the aggregate budget amount or their agency's budget allocation in any given year, any such dispute may only be pursued via a formal action of the ESC, who shall determine the final disposition. All budget amounts and budget allocations are pending approval by the governing body for each Party.

¹ CAMPO's obligation for amounts reflected in the Annual Cost Sharing Percentage, as set forth in Table B-2, shall be credited in its entirety by CAMPO's performance of TDM work defined and performed in the Year 1 and Year 2 Budget in Table B-1. Any excess funding remaining after application of such credit shall be credited to CAMPO's continuing work in support of the Scope of Work, in subsequent years.

ATTACHMENT C

General Terms and Conditions

Article 1. Rights Granted.

Under the terms of this ILA, each party grants the other party a non-exclusive right, license, and privilege worldwide use of all or portions of the data defined in the Data Sources and Systems list in Attachment A. The parties agree that this agreement does not transfer or convey any ownership or any rights other than those rights expressly granted in this agreement. Use is subject to the Data Governance standards and requirements as referenced in Attachment A.

Article 2. Provisions of Infrastructure

Each Party is responsible for providing and maintaining any hardware, software, and additional infrastructure necessary to allow data integration to/from the Construction Data Platform. Parties are responsible for providing timely upgrades to their internal infrastructure (ITS devices, signals, and other traffic assets) to the standards prescribed in this agreement per the data governance policy.

Article 3. Copyright Infringement.

Each Party shall notify the other 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 data. Each Party shall provide the other Party, if feasible, any information or other assistance requested by the other Party to assist in the other Party's prosecution of any breaches or infringements.

Article 4 Assignment Prohibition.

Each Party is prohibited from assigning any of the rights conferred by this agreement to any third party without the prior written consent of the non-assigning Party. Any assignment of this agreement shall be subject to the terms and conditions of this agreement.

Article 5. Amendments

This contract may only be amended by written agreement executed by all Parties before the contract is terminated.

Article 6. Conflicts Between Agreements

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

Article 7. Disputes

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

Article 8. Ownership of Equipment

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

Article 9. Termination

This Agreement may be voluntarily terminated by the agreement of all of the Parties. Further, any Party to this Agreement may withdraw from this Agreement and terminate its participation in this

Agreement ("Terminating Party") with written notice to the Remaining Parties. The termination becomes effective immediately "Effective Termination Date". Such Terminating Party must continue to fund its portion of the Budget, subject to Attachment B, up to its Effective Termination Date. If it does so, the Terminating Party may continue to participate in the Program and Systems until the Terminating Party's Effective Termination Date. If it fails to provide funding for its portion of the Budget, the Terminating Party's ability to participate in the Program and use the Systems immediately terminates through the Effective Termination Date.

Article 10. Gratuities

Any person who is doing business with or who is reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. For remaining Parties, any person doing business with Parties is required to abide gratuity laws, regulations, policies, and practices applicable to said Party.

Article 11. Responsibilities of the Parties

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

Article 12. Compliance with Laws

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

Article 13. State Auditor's Provision

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

Article 14. Signatory Warranty

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

Article 15. 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:

CAMPO	Executive Director Capital Area Metropolitan Planning Organization (CAMPO) 8303 N. MoPac Expy, Suite A210 Austin, Texas 78757
TxDOT, Austin District	District Engineer Texas Department of Transportation, Austin District <ul style="list-style-type: none"> • Physical Address: 7901 N. I-35 Austin, TX 78753 • Mailing Address: P.O. Box 15426 Austin, TX 78761-5426
City of Austin	Assistant City Manager, Transportation and Public Works City of Austin 301 W. 2 nd St., 3 rd Floor Austin, TX 78701
CTRMA	Executive Director Central Texas Regional Mobility Authority (CTRMA) 3300 N. IH-35, Suite 300 Austin, Texas 78705
CapMetro	President Capital Metropolitan Transportation Authority (CapMetro) 2910 East 5th Street Austin, Texas
ATP	Executive Director Austin Transit Partnership (ATP) 203 Colorado St. Austin, Texas, 78701

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

ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E

Location Map Showing Planned Projects

