

INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN AND CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
TRAFFIC SIGNAL PRIORITY SYSTEM

STATE OF TEXAS

COUNTY OF TRAVIS

This Agreement is made and entered into by and between the City of Austin, Texas (the "City"), a home rule municipal corporation, and the Capital Metropolitan Transportation Authority ("Capital Metro"), a transportation authority and political subdivision for the State of Texas under the provisions of the Texas Transportation Code, Chapter 451, each individually referred to as a "Party" or collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, the Parties now desire to cooperate in the development and implementation of a GPS enabled route preemption/priority system that will permit the traffic signal control system to provide priority treatment for buses on Bus Rapid Transit (BRT) routes in order to improve travel times in the City of Austin, Texas (hereinafter collectively referred to as the "Project"); and

WHEREAS, the City understands federal funding is required for Capital Metro to provide BRT service, that such funding is contingent upon BRT service use of a traffic signal priority system, and that, accordingly, it is the purpose of this Agreement that the City will provide traffic signal priority operation for BRT service no later than February 28, 2013, and,

WHEREAS, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the Parties agree as follows:

1. Project Management,
 - (a) The Director of the City's Transportation Department (the "Director") will act on behalf of the City with respect to the Project, coordinate with Capital Metro, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Project. The Director will designate a Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project.
 - (b) The Capital Metro President / CEO (the "President/CEO") or her designee will act on behalf of Capital Metro with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define Capital Metro's policies and decisions with respect to the Project. The President/CEO may designate a Capital Metro Project Manager and may designate other representatives to transmit instructions and act on behalf of Capital Metro with respect to the Project.
2. Project Description

The scope of the Project is to provide traffic signal priority operation for buses operating BRT service on Capital Metro BRT routes. This is anticipated to be provided through:

- (a) A GPS-enabled Route Preemption & Priority feature in the new Advanced Traffic Management System (ATMS) software and utilizing the existing traffic signal communication system between the traffic management center (TMC) and the individual intersections.
- (b) A GPS-enabled Route Preemption & Priority module in the new ATMS software and utilizing a wireless traffic signal communication system between the TMC and intersections selected for BRT signal priority operation.
- (c) An optically based priority system such as the system currently in use by Fire and EMS emergency vehicles for intersections selected for BRT signal priority operation.
- (d) A combination of the above.

3. Project Development

- (a) The City is in the process of acquiring new ATMS software through which traffic signals are controlled remotely from the TMC.
- (b) GPS-enabled Route Preemption and Priority Treatment is a desired feature included in the ATMS request for proposals. This feature will allow the location of buses to be tracked in real time and provide capability for the traffic signal control system to extend a green traffic signal indication as a bus approaches the signal thus minimizing stops and delays at signalized intersections.
- (c) Acceptance and use of the GPS priority operation will occur only after its successful procurement, installation, integration, and pilot testing. The system integrator must demonstrate full functionality of the GPS-enabled route pre-emption and priority feature before it is accepted and scheduled for full implementation.

4. Project Costs.

- (a) The City shall be responsible for the payment of any and all costs associated with the acquisition, design, installation, integration and testing of the ATMS software and any associated hardware except for components (Vehicle Components) that are installed in or on Capital Metro buses and any costs associated with the use of buses for priority feature testing.
- (b) Capital Metro shall be responsible for reimbursing the City a total of \$210,000.00 toward the cost of the traffic signal priority feature of the new ATMS software, the services of the System Integrator and the system components, save and except the Vehicle Components.

Payment without contingency to the City of the \$210,000 shall be as follows:

- (1) One-third (\$70,000) upon acceptance of work plan, schedule, and design but not than 30 days after the work plan is submitted to Capital Metro
- (2) One-third (\$70,000) upon successful completion of pilot testing using the ATMS with BRT signal priority feature
- (3) One-third (\$70,000) within 30 days after signal priority operation is available at all intersections selected for signal priority operation along the active BRT route(s)

The above costs assume that the traffic signal priority feature can be implemented in the necessary time frame using the new ATMS software and the existing signal communication network as listed in 2(a). In the event that the method of providing the traffic signal priority feature is as listed in 2(b), Capital Metro shall reimburse the City

a total of \$275,000. In the event that the method of providing the traffic signal priority feature is as listed in 2(c), Capital Metro shall reimburse the City a total of \$285,000. Regardless of the method used to provide the traffic signal priority feature, Capital Metro shall make three payments without contingency, each one-third of the total reimbursement amount, as described in the preceding paragraph.

- (c) Following activation of the signal priority operation feature, Capital Metro will also pay an annual traffic signal timing maintenance fee to the City equivalent to \$300.00 per signalized intersection along all BRT routes for which the priority feature is programmed for use by buses on the BRT routes.

In the event an optically based signal priority system is used at some or all signalized intersections, the annual fee for those signalized intersections shall be \$550 and such annual fee shall include the cost of maintenance of all intersection hardware associated with the signal priority operation including the optical detectors, field wiring between the detectors and the controller cabinet, and priority control equipment installed in the controller cabinet. If an intersection equipped with optically based signal priority equipment is converted to ATMS signal priority operation, the annual fee for that intersection shall be \$300.00.

This annual fee shall be paid in quarterly payments with quarters beginning January 1, April 1, July 1, and October 1. The quarterly payments shall be made to the City no later than the last day of the first month in each quarter. Each quarterly payment shall be calculated at a rate of \$75 or, if the intersection is utilizing optically based signal priority operation, \$137.50, per signalized intersection providing for signal priority operation along a BRT route. If the total number of signalized intersections along a BRT route changes within a quarter, or the type signal priority operation changes between optically based and ATMS based, the change in the number of signalized intersections will be reflected in the next quarterly payment calculation. No costs (or credits) shall be applied for signalized intersections that are added or deleted or changed from one type priority to another within a given quarter.

In the event the initial activation of the traffic signal priority operation for BRT occurs other than on the beginning date of a quarter, the initial traffic signal timing maintenance payment shall be made to the City at the beginning of the first full quarter that the GPS-enabled Route Preemption and Priority feature is activated.

- (d) Hardware/software Maintenance
 - (1) The City shall be responsible for maintenance of the traffic signal control system software as well as hardware installed at the TMC, at signalized intersections, and for the communications system between the TMC and the signalized intersections.
 - (2) Capital Metro shall be responsible for maintenance of all hardware and software installed on the buses used to provide bus location, direction of travel, and related information to the City's traffic signal control system needed to provide for BRT signal priority operation

5. Procurement and Integration.

- (a) The City will procure the new ATMS central software for the City's TMC in accordance with City procedures and with any applicable state and local requirements.
- (b) Capital Metro will be permitted to have a staff member present during the presentations by selected proposers.
- (c) The City, with advisory from Capital Metro, will evaluate and make the determination for selection of the System Integrator.
- (d) The City and the system integrator will coordinate with Capital Metro to develop the specifications for any needed hardware and/or software to be used on the Capital Metro buses to ensure that the hardware and software on the buses is compatible with the new ATMS software. The GPS-enabled Route Preemption and Priority Treatment feature will utilize existing Capital Metro equipment and software to the extent practical.
- (e) Capital Metro will provide, install, and make fully functional all hardware and/or software needed to determine and provide bus location, direction of travel, and other needed information to the traffic signal control system software.
- (f) The City will be responsible for installing and testing the new traffic signal control system software for the TMC.
- (g) The City will be responsible for activating the GPS-enabled preemption/priority feature using the data provided by equipment and/or software installed on Capital Metro buses and making timing changes to ensure the proper operation of the system.
- (h) The City and Capital Metro will jointly be responsible for testing the integration of the BRT system, and provide written acceptance that the system functions correctly.

6. Project Schedule

Since the City is currently in the process of selecting the system integrator, specific project dates cannot be established. The following dates and time periods are included in this agreement based on the information currently available but may be subject to change unless otherwise noted.

- (a) The City will provide Capital Metro with a work plan and schedule for the ATMS software installation and signal priority feature within 60 days from when the Notice to Proceed (NTP) is issued to the system integrator.
- (b) After the work plan and schedule has been submitted to Capital Metro, the City will provide monthly status reports/updates to Capital Metro.
- (c) It is desired that the new ATMS software features for traffic signal control and for BRT signal priority be installed and priority feature pilot testing be completed within nine (9) months of the NTP. However, based on the anticipated system readiness date of BRT service on February 28, 2013, the signal priority features need to be installed and pilot testing completed no later than May 31, 2012.

The May 31, 2012 date is not subject to change unless Capital Metro changes the system readiness date for BRT service. In the event Capital Metro changes the system readiness to after February 28, 2013, the May 31, 2012 date shall be adjusted to a later date by the

same number of days as the system readiness date adjustment. In the event Capital Metro changes the system readiness to before February 28, 2013, the May 31, 2012 date shall not be adjusted unless Capital Metro requests and the City provides written agreement to an adjustment to this date.

- (d) In the event that successful pilot testing of the BRT signal priority feature has not been completed by May 31, 2012, it may be necessary to utilize an alternative method for signal priority for buses on BRT routes in order to provide this feature for Capital Metro use no later than February 28, 2013. Nine (9) months lead time is assumed necessary to implement an alternative method of providing the signal priority feature.

7. Alternative Methods of Providing Signal Priority Feature

If any or all of the following events occur, Capital Metro has the option of requesting that an alternative method be used to provide BRT signal priority operation:

- (a) The Work Plan, schedule, and/or design proposed by the system integrator are deemed unacceptable by Capital Metro.
- (b) Determination by Capital Metro that the on-board vehicle requirements specified by the system integrator are too expensive or unacceptable.
- (c) Successful pilot testing using new ATMS software signal priority feature through the existing communication system is not completed by May 31, 2012.

In the event that Capital Metro requests that an alternative method be used to provide BRT signal priority operation, the City and Capital Metro shall meet to review project progress to date and evaluate the likelihood that continued work on providing signal priority operation using the new Advanced Traffic Management System (ATMS) software and existing traffic signal communication system between the traffic management center (TMC) and the individual intersections will result in a system that provides BRT signal priority operation by February 28, 2013. If it is agreed that such operation cannot, or likely will not, be operational on that date, the City and Capital Metro will jointly consider possible alternatives and determine which alternative, or combination of alternatives will be pursued.

In the event an alternative method is used to provide all or any portion of traffic signal priority operation for BRT service, the City will migrate, at no cost, the Capital Metro BRT service TSP operations to the fiber optic based traffic signal priority system identified in Section 2(a) above when that system is activated for TSP operations.

8. De-activation of the priority system.

The City reserves the right to disconnect the priority operation feature from the traffic signals should any problem or problems arise that negatively affects the traffic signals or is considered to pose a possible hazard. The City will notify Capital Metro of any problems with the priority system that may affect the signals or any associated signal equipment. If the problem is with any hardware or software used to provide bus location and direction of travel information to the City's traffic signal control system software, Capital Metro shall be responsible for identifying and correcting the problem(s). If the problem is with the City's traffic signal control system software, the City shall be responsible for correcting the problem(s).

Regardless of the source of the problem(s), the City may, in its reasonable discretion, disconnect the preemption system from the signals or equipment without advance notice to

Capital Metro until the problem(s) have been identified and corrected. Notice of any disconnection shall be provided by the City to Capital Metro as soon as reasonably possible thereafter. Upon correction of the problem the priority operation feature shall be re-connected.

9. Miscellaneous

(a) Force Majeure. In the event that the performance by Capital Metro or the City of any of its obligations or undertakings hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then it will be excused from such performance for such period of time as it reasonably necessary after such occurrence to remedy the effects hereto.

(b) Notice. Any notice given hereunder by either party to the other will be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Ali Mozdbar, Project Manager
City of Austin
Transportation Department
1501 Toomey Road
Austin, Texas 78704

WITH COPY TO: _____
Assistant City Attorney
City of Austin Law Department
P.O.Box 1088
Austin, Texas 78767

CAPITAL METRO: Ken Cartwright, PMP, Office of Strategic Management
Capital Metro
2910 East 5th Street
Austin, Texas 78702

WITH COPY TO: Elaine Timbes, EVP and Chief Operating Officer
Capital Metro
2910 East 5th Street
Austin, Texas 78702

(c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.

(d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the joint construction of the Projects. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto.

- (e) **Effective Date.** This Agreement takes effect upon full execution by Capital Metro and the City.
- (f) **Other Instruments.** The parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) **Invalid Provision.** Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement," but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (h) **Current Funds and No Federal Funds.** As required by the Interlocal Cooperation Act, the party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party. Capital Metro agrees that no federal funds will be used to fund the Project.
- (i) **Severability.** The provisions of this Agreement are severable and, in the event that any portion of this Agreement is found to be invalid or unconstitutional for any reason, the remainder of this Agreement will not be affected and this Agreement will be construed as if it had never contained such invalid or unconstitutional provision.
- (j) **Term.** The term of this Agreement will be for one year from the date of execution and thereafter, this Agreement will automatically renew for additional one year terms, subject to the availability of funding, until the Project is complete, and the Parties have fully discharged their respective obligations hereunder.

Executed to be effective as of the ____ day of _____, 2011.

**Capital Metropolitan
Transportation Authority**

By: _____

Linda S. Watson
President/CEO

Date: _____

Approved as to form:

By: _____

Denise S. Young, Staff Attorney

City of Austin

By: _____

Marc A. Ott
City Manager, City of Austin

Date: _____

Approved as to form:

By: _____

Assistant City Attorney