

RESOLUTION NO. 20050728-021

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments and agencies of the state to enter into agreements with one another to perform governmental functions and services; and

WHEREAS, the City of Austin wishes to enter into a Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals ("Agreement") with the State of Texas, acting through the Texas Department of Transportation, and Williamson County, Texas; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the City Manager is hereby authorized and directed to execute on behalf of the City said Agreement, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were

discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

ADOPTED: July 28, 2005

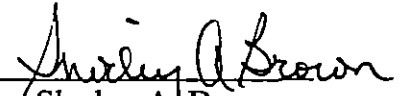
ATTEST: 
Shirley A. Brown
City Clerk

EXHIBIT A

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

**VOLUNTARY INTERLOCAL COOPERATION AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS**

THIS AGREEMENT (the "Agreement") is made by and through the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State" and Williamson County, hereinafter called the "County" and the City of Austin, hereinafter called the "City", acting by and through their respective duly authorized officials

W I T N E S S E T H

WHEREAS, the State, the County and the City desire to cooperate to maintain and efficiently operate certain traffic signals located along the State Highway System within their respective jurisdictions, hereinafter the "Project", and,

WHEREAS, under 43TAC§25.5, the City is responsible for maintaining and operating traffic signals on FM 734 within its City limits, and,

WHEREAS, the State is responsible for maintaining and operating adjacent traffic signals on the Project outside the City's limits, but within the County's law enforcement jurisdiction, and,

WHEREAS, the State, the City, and the County wish to cooperate and coordinate their efforts to operate an efficient traffic signal system with optimum progression of traffic light synchronization across each jurisdiction, consistent with the authority and purposes of Texas Government Code Chapter 791 relating to interlocal cooperation agreements and Texas Transportation Code §221.002 relating to agreements with municipalities, and,

WHEREAS, the State, the City, and the County agree that, in order to improve response time, to repair malfunctioning traffic signals and to improve traffic signal progression at the Project sites, the City shall be authorized to supervise and be responsible for the operating performance, administration and maintenance of the State's traffic signals on the subject highway within the City's extraterritorial jurisdiction but outside the City's limits and within the County's law enforcement jurisdiction as listed on Exhibit 1, and

WHEREAS, the City agrees to maintain and operate the designated signalized intersections with the State reimbursing the City for all maintenance and operations costs as more fully described in Exhibits 2 and 3, attached hereto and made a part of this Agreement, and,

WHEREAS, the County and the City have adopted a resolution or ordinance by their respective governing bodies that authorize the County and the City to enter into this Agreement, which are both attached hereto and made a part of this Agreement as Exhibit 4

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto and to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows

AGREEMENT

Article 1 - Contract Period

This Agreement becomes effective when fully executed by the last party whose signing makes this Agreement fully executed and shall renew annually, subject to the availability of funding. This Agreement shall remain in full force and effect unless modified by mutual agreement by all parties or terminated in accordance with Article 7, Termination

Article 2 - City's Responsibilities

The City shall have the following responsibilities, obligations and duties pursuant to this Agreement

- (a) The City will provide a trained staff to maintain and operate the traffic signals shown on Exhibit 1. All repairs shall be prioritized based upon public safety and made as soon as possible. Delays in response or repairs may be grounds for termination of this Agreement
- (b) The City shall perform routine maintenance and operate the traffic signals in accordance with the minimum requirements specified in Exhibit 3
- (c) The City shall maintain a complete log of all emergency calls and all routine maintenance

Article 3 - State's Responsibilities: General

The State shall have the following general responsibilities, obligations and duties pursuant to this Agreement

- (a) The State shall continue to own the traffic signal equipment. If any traffic signal equipment needs to be upgraded or otherwise modified by the State, the State shall give notice of such actions to the City in a timely fashion so as not to unnecessarily disrupt the operations and maintenance activities of the City
- (b) All costs of reconstruction or upgrading of equipment under Article 3(a) above will be paid by the State. Any other upgrades or modifications performed by the City shall not be reimbursed, unless such reimbursement is approved by the State prior to the upgrades or modifications being performed
- (c) If additional signals are required on the highway segment covered by this agreement, the State shall construct such equipment and these additional signals shall be added to this Agreement by an amendment that specifies the additional costs to be paid to the City for maintenance and operation of the additional signals

Article 4 - States's Responsibilities: Compensation

The State agrees to the following compensation to be paid to City pursuant to this Agreement

- (a) The maximum amount payable under this Agreement is \$ 5187 24 per year
- (b) Payment for operation and maintenance of the traffic signals will be at a flat rate per traffic signal, as shown in Exhibit 2

- (c) The State will be responsible for all electrical power costs for the operation of the traffic signals covered by this Agreement and shown on Exhibit 1. Power costs shall be billed directly to the State.
- (d) The City shall submit an invoice acceptable to the State on a (monthly/quarterly/annual) basis. An acceptable invoice and four copies shall be submitted to the following address:
Texas Department of Transportation
Attn: Accounting Office
P O Box 15426
Austin, TX 78761-5426
- (e) The City shall maintain a system of records necessary to support and establish the eligibility of all claims for payment under this Agreement. These records may be reviewed at any reasonable time to substantiate the payment by the State and/or determine the need for an adjustment in the amount paid by the State.
- (f) The State shall make payment to the City within 30 days from receipt of the City's request for payment, provided that the request is properly prepared.
- (g) Knockdowns or damage resulting from an accident or an act of God and which require emergency replacement of major equipment shall not be included in the (monthly/quarterly/annual) payments. For eligibility of payment for emergency replacement of major equipment, actual costs shall be submitted to the State for review and reimbursement.
- (h) Adjustments in payments for the addition or deletion of a traffic signal installation shall be made by amendment to this Agreement.

Article 5 - County's Responsibilities

The County shall have the following responsibilities, obligations and duties pursuant to this Agreement:

- (a) The County agrees to cooperate with the State and the City by notifying the City of any problems the County observes in the operation of the signals when the County is performing its routine public safety duties such as law enforcement and public emergency responses.
- (b) The County may request the State for additional traffic signal(s) as needed. If, after completing a traffic signal study, a traffic signal is authorized by State, the State shall provide for the construction of these additional signals as provided for herein.

Article 6 – Indemnification

The City, the County and the State acknowledge that they are not agents, servants, or employees of the other parties and each party is responsible for its own acts and deeds, errors, and omissions during the performance of this Agreement. The City, the County and the State further acknowledge that nothing in this Agreement creates, grants, or assigns rights or responsibilities to act as a joint venture or partnership with the other parties to this Agreement.

Article 7 - Termination

This Agreement may be terminated by any of the following conditions:

- (a) By mutual written agreement and consent of all parties.

- (b) By State upon thirty (30) days written notice to City and County for failure of City to provide adequate maintenance and operation services for those traffic signal installations which City has agreed to maintain and operate
- (c) By State upon sixty (60) days written notice to City and County that State will assume operation and maintenance at the end of the one (1) year period of this contract
- (d) By City or County upon 120 days written notice to State
- (e) At that time that any specific signal falls within the "Full Purpose" limits of a City possessing a population greater than 50,000 (based upon the Official U S Census), such signal shall be removed from the list shown under Exhibit 1, with all maintenance responsibilities of said signal to be reassigned under separate Agreement based upon the classification of the State roadway at that time, i.e. freeway vs. non-freeway
- (f) As provided hereinbefore in this Agreement

In the event this Agreement is terminated by any of the above conditions, the maintenance and operation of the traffic signal systems shall become the responsibility of the State. Any state-owned equipment being held by the City shall be promptly returned within thirty (30) calendar days to the State upon termination of this Agreement

Article 8 – Transfer of Responsibilities

The City shall not transfer its responsibilities for the work under this Agreement unless specifically approved in writing by State

Article 9 – Amendments

Changes in the character, costs, provisions, attached Exhibits, responsibilities or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by all parties

Article 10 - Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein

Article 11 - 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. 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

Article 12 - Prior Agreements Superseded

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understanding, written or oral agreements between the parties respecting the within subject matter

Article 13 – Current Revenues

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party

Article 14 – Signature Warranty

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

IN WITNESS WHEREOF, the parties have executed multiple counterparts to effectuate this Agreement. This Agreement becomes effective when last signed

CITY OF AUSTIN

WILLIAMSON COUNTY

Name

Name

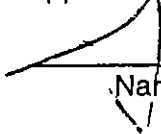
Title

Title

Date

Date

Approved as to form

_____
Name

Title

Date

STATE OF TEXAS

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

APPROVED

Austin District Engineer

Date

EXHIBIT 1

FM 734 at Amberglen Blvd
FM 734 at Anderson Mill
FM 734 at Tamayo

EXHIBIT 2

REIMBURSEMENT CALCULATION WORKSHEET

Signals shall be reimbursed at \$1,729 08 per intersection per year

Calculations 3 Locations X \$1,729 08 = \$5,187 24

The total amount payable per year is \$5,187 24

Exact amount paid to the City will based upon whether a monthly, quarterly, or yearly payment schedule is selected. The actual payment to be made per billing cycle will be calculated by means of dividing the total amount paid per year by the number of payments to be made per year.

EXHIBIT 3

TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS

The maintaining and operating City agrees to

- 1 Unless specifically noted elsewhere in this agreement, the signal timing and operational phasing shall be the responsibility of the City
- 2 Inspect the highway traffic signal system a minimum of once every 12 months and replace burned out lamps or damaged sockets as may be required Police, citizen, or other reports of burned out lamps or other damage, which could jeopardize safety, shall be repaired or replaced as soon as possible after the report, depending on the nature of the report. Otherwise, appropriate steps shall be taken to protect the public The reflector and lens should be cleaned each time a lamp is replaced All replacement lamps shall equal the wattage and type of the existing lamp
- 3 Keep signal poles, controller pedestals, and foundations in alignment
- 4 Keep signal poles and controller cabinets tight on their foundation(s) or pedestal(s)
- 5 Keep traffic and pedestrian signal heads aligned and properly adjusted Repair back plates where needed
- 6 Check the controllers, conflict monitors, detector units, relays, pedestrian push buttons, and detectors a minimum of once every 12 months to ascertain that they are functioning properly and make all necessary repairs and replacements
7. Keep interior of controller cabinets in a neat and clean condition at all times
- 8 Clean reflectors, lenses, and lamps a minimum of once every twelve months
- 9 Repaint all corrosive susceptible highway traffic signal components exposed to weather with a non-lead based paint as needed in order to maintain a well kept appearance in the opinion of the Texas Department of Transportation's representative Plastic signal heads and galvanized and aluminum components are excluded
- 10 Either replace the lamps of all highway traffic signal heads as a group upon expiration of the average rated lamp life or replace the lamps on a burn out basis
- 11 Repair or replace any and all equipment that malfunctions or is damaged
- 12 Provide alternate traffic control during a period of failure or when the controller must be repaired This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities In addition, barricades and warning signs shall be

provided in accordance with the requirements of the latest edition of the *Texas Manual on Uniform Traffic Control Devices*

- 13 Provide maintenance personnel trained in the maintenance of traffic signal equipment who will be available to respond to emergency calls from authorized parties 24 hours a day, including Saturdays, Sundays, and holidays
- 14 Provide the State and local law enforcement agencies the location and respective names and telephone numbers of individuals responsible for emergency maintenance
- 15 Document routine observations during the year by trained City personnel of the traffic signal operation at each traffic signal during various times of the day to assure fair distribution of time and for all traffic movements (phases) during varying traffic conditions
- 16 Check cabinet filter a minimum of once every six months and clean if necessary cabinet filter shall be replaced every two years
- 17 Document all checks and corrective actions in a separate logbook for each intersection
- 18 In metropolitan cities where Intelligent Transportation Systems and/or incident management systems are being implemented the signal timing will be the responsibility of the City in cooperation with the Texas Department of Transportation

Traffic accidents, inclement weather, special events, maintenance, and construction activities are a few of the causes of nonrecurrent congestion. Nonrecurrent congestion often changes the normal traffic demand patterns. Effective and efficient movement of traffic through the transportation network during periods of nonrecurrent congestion must be considered in the design and operation of all traffic management systems, including traffic signal systems. Priority should be given to freeway or expressway frontage roads when nonrecurrent congestion occurs on freeway or expressway mainlanes.

Contract Number____D14-5AUIL001_____

Exhibit 4
Resolutions of the City and the County ,