

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

STATE OF TEXAS

COUNTY OF TRAVIS

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the City of Austin ("City"), a Texas home rule municipal corporation, and the Capital Metropolitan Transportation Authority ("Capital Metro"), a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code, collectively referred to as the "Parties". This Agreement is allowed under Section 791 of the Texas Government Code.

WHEREAS, the Parties now desire to cooperate in the development and implementation of a GPS enabled route preemption and priority system that will permit the traffic signal control system within the city of Austin 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");

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

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the Parties agree to the terms and conditions herein:

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 terms of this Agreement are subject to review and approval of the Capital Metro Board of Directors. Upon approval of the Board of Director, 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 objective of the Project, under this Agreement, is to provide traffic signal priority operation for buses operating BRT service on Capital Metro BRT routes by February 28, 2013 ("Objective"). City understands the importance of meeting dates established in this Agreement and will work with Capital Metro to attain this Objective.

City and Capital Metro have performed a preliminary review of the Project Objective and the methods necessary to achieve the Objective. The anticipated methodologies for providing the traffic signal operation for buses includes the following:

- (a) Method 1: 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) Method 2: 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) Method 3: 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, or
- (d) Method 4: A combination of some or all of the above Methods.

3. Project Development

- (a) The City will procure new ATMS software with traffic signal priority (TSP) capabilities to control traffic remotely from the TMC and contract for service to implement the ATMS software (System Integrator).
- (b) The solicitation for ATMS software will include a GPS-enabled Route Preemption and Priority Treatment feature. 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 all costs associated with the acquisition, design, installation, integration and testing of the ATMS software and any associated hardware. This does not include Capital Metro vehicle components installed on Capital Metro buses or any costs associated with operating the buses during priority feature testing.
- (b) Capital Metro shall reimburse City a total of Two Hundred Ten Thousand Dollars and No/100 (\$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 under Method 1. Capital Metro shall make three (3 equal payments) to City using the schedule established below:
 - (1) Seventy Thousand Dollars and No/100 (\$70,000) upon Capital Metro's acceptance of the work plan, schedule, and design but not later than thirty (30) calendar days after the work plan is submitted to Capital Metro;
 - (2) Seventy Thousand Dollars and No/100 (\$70,000) upon successful completion of pilot testing using the ATMS with BRT signal priority feature; and
 - (3) Seventy Thousand Dollars and No/100 (\$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).

- (c) Section 4(b) assumes that the traffic signal priority feature will be implemented by the City's System Integrator by February 28, 2013 using the new ATMS software and the existing signal communication network as listed in 2(a) under Method 1. If Method 2 is used to provide the traffic signal priority feature, Capital Metro shall reimburse the City a total of Two Hundred Seventy-Five Thousand Dollars and No/100 (\$275,000.00) in 3 equal payments using the same schedule as Method 1. If Method 3 is used to provide the traffic signal priority feature, Capital Metro shall reimburse the City a total of Two Hundred Eighty-Five Thousand Dollars and No/100 (\$285,000.00) in 3 equal payments using the same schedule as Method 1. If Method 4 is used to provide the traffic signal priority feature, Capital Metro shall reimburse the City a total of Two Hundred Seventy-Five Thousand Dollars and No/100 (\$275,000.00) in 3 equal payments using the same schedule as Method 1.
- (i) Following activation and full functionality of a signal priority operation feature that meets the minimum performance standards of the City's solicitation and as evidenced by Capital Metro's acknowledgement of same, Capital Metro will pay an annual traffic signal timing maintenance fee to the City. Capital Metro's acknowledgement will not be unreasonably withheld. If Method 1 or Method 2 are used Capital Metro shall pay Three Hundred Dollars (\$300.00) for each intersection along all BRT routes that is programmed with traffic signal priority software and used by buses on the BRT routes.
 - (ii) If Method 3 is used, Capital Metro shall pay Five Hundred Fifty Dollars and No/100 (\$550.00) for each intersection along all BRT routes that is programmed using an optical based signal priority system. This fee includes the costs of all hardware associated with the signal priority operation, including the optical detectors; field wiring between the detectors and the controller cabinet; and the 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 will be adjusted to \$300.00.
 - (iii) Capital Metro shall pay all maintenance fees on a quarterly basis with the first payment being prorated and due on or before the last day of the month following the end of the first fiscal quarter following activation of the system..
 - (iv) 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, such changes will be reflected in the next quarterly payment calculation. No costs, or credits, will be applied for signalized intersections that are added, deleted, or changed during the quarter in which it is added, deleted, or changed. All adjustments to costs will be made the following quarter after the addition, deletion, or change.

(e) Hardware/software Maintenance

The Parties agree that communication between Capital Metro BRT buses and the City's traffic signal control system is essential for BRT signal operations. The Parties agree to the following:

- (1) The City shall maintain the traffic signal control system software, the hardware installed at the TMC, the signalized intersections, and the communications system between the TMC and the signalized intersections.
- (2) Capital Metro shall maintain 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 may have a staff member present during the presentations by selected proposers.
- (c) The City will use input and advice from Capital Metro to evaluate and make a determination regarding the selection of the System Integrator.
- (d) The City and its System Integrator will coordinate with Capital Metro to develop the specifications for the necessary hardware and software to be used on the Capital Metro buses to ensure that this hardware and software 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 practicable.
- (e) Capital Metro will procure, install, and make fully functional all hardware and software needed to determine and provide bus location, direction of travel, and other needed information that must be communicated to the City's traffic signal control system software.
- (f) The City will install and test the new traffic signal control system software for the TMC.
- (g) The City will activate the GPS-enabled preemption and priority feature using the data provided by equipment and software installed on Capital Metro buses. The City will also make necessary timing changes to ensure the proper operation of the system.
- (h) The Parties shall coordinate the testing of the BRT system, and provide written acceptance when the system is functioning correctly.

6. Project Schedule

City is currently procuring services for the System Integrator and, accordingly, specific project dates cannot be firmly established, but may be approximated for the purposes of this Agreement. The following dates and time periods are included in this agreement based on the information currently available; dates and times included herein are subject to change as more information is collected. Any necessary revisions to schedule will be included in the final project plan and mutually agreed to by the Parties to this Agreement.

- (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 of the date of the Notice to Proceed (NTP) that 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 and updates to Capital Metro.
- (c) The desired time frame to complete the installation and pilot testing of the new ATMS software features for traffic signal control and BRT signal priority is within nine (9) months of the date of the Notice to Proceed. However, the City understands that Capital Metro's anticipated system readiness date for BRT service is February 28, 2013, so the City will work with its System Integrator to complete the installation and pilot test of the signal priority features no later than May 31, 2012.

The May 31, 2012 date is not subject to change unless Capital Metro, in writing, changes the system readiness date for BRT service. In the event Capital Metro changes the system readiness to a date occurring after February 28, 2013, the May 31, 2012 date

will 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 date to a date occurring before February 28, 2013, the May 31, 2012 date will not be adjusted unless Capital Metro requests and the City provides written agreement to an adjustment to this date to an earlier date.

- (d) In the event City has not completed the installation and successful pilot test of the BRT signal priority feature by May 31, 2012, an alternative method may be utilized by the City to provide signal priority for buses on BRT routes to Capital Metro by February 28, 2013. If City cannot complete the installation and successfully pilot test the signal priority feature on or before May 31, 2012, City shall notify Capital Metro in advance that an alternative method is necessary. The nine (9) month lead time, mentioned above, includes the estimated time reasonably necessary to implement an alternative method for providing the signal priority feature.

7. Alternative Methods of Providing Signal Priority Feature

Notwithstanding anything in this Agreement to the contrary, Capital Metro reserves the right, in its sole discretion, to request an alternative method be used to provide BRT signal priority operation, if any of the following occurs:

- (a) The Work Plan, schedule, or design proposed by the System Integrator is 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; or
- (c) City has not successfully completed the pilot testing using new ATMS software signal priority feature through the existing communication system by May 31, 2012, provided that, if such testing is then underway, the Parties will meet to determine the best course of action.

If Capital Metro requests that an alternative method be used to provide BRT signal priority operation, the Parties shall meet to review the Project progress to date. The Parties shall evaluate whether continued work on providing signal priority operation using the new ATMS software and existing traffic signal communication system between the 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 Parties shall mutually 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 above, when that system is activated for TSP operations.

8. De-activation of the priority system.

The City, in its reasonable discretion, 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 it is determined that the source of the problem is with 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 identify and correct the problems, as applicable. If it is determined that the source of the problem is with the City's traffic signal control system software, the City shall identify and correct the problems, as applicable.

Regardless of the source of the problem, 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 has been identified and corrected. Notice of any disconnection shall be provided by the City to Capital Metro as soon as practicable. Upon correction of the problem the priority operation feature shall be promptly re-connected and service restored by the City.

9. Miscellaneous

- (a) Force Majeure. In the event that the performance by either Party 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:
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 represents 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 construction of the Project. Except as expressly provided herein, 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. No official, representative, agent, or employee of Capital Metro, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Capital Metro Board of Directors and the Austin City Council.

- (e) Effective Date. This Agreement takes effect upon the date of the last Party to sign. This Agreement will automatically renew from year to year until terminated and the completion of any litigation or other matters surviving the termination of the Project.
- (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) 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.

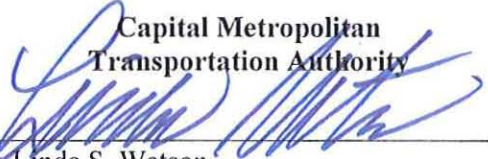
10. Current Funds and Federal Funds.

As provided in this Agreement, the Parties must make payments for governmental functions or services from current revenue available to the paying party. Capital Metro will not use federal funds to pay for services under this Agreement. The City may use federal funds to pay for services under this Agreement.

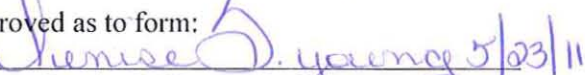
11. Signatories

This Agreement is hereby accepted and agreed to by the following individuals or officers who are duly authorized to bind the Parties as set forth above:

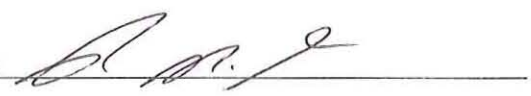
**Capital Metropolitan
Transportation Authority**

By: 
Linda S. Watson
President/CEO


Date: 5/24/11

Approved as to form:
By: 
Denise S. Young, Staff Attorney

City of Austin

By: 
Assistant City Manager, City of Austin

Date: 6/1/11

Approved as to form:
By: 
Assistant City Attorney