

**INTERLOCAL LICENSE AGREEMENT FOR
EMERGENCY VEHICLE PREEMPTION SYSTEM
BETWEEN WILLIAMSON COUNTY AND
WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INTERLOCAL LICENSE AGREEMENT FOR EMERGENCY VEHICLE PREEMPTION SYSTEM (“Agreement”) is entered into between **WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3** (“District”), a political subdivision of the State of Texas organized and operating pursuant to Chapter 775 of the Health and Safety Code (“H&S”) and **WILLIAMSON COUNTY** (“County”), a political subdivision of the State of Texas. District and County are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, County is a corporate and political body of the State of Texas;

WHEREAS, District is an emergency services district created and operating under Chapter 775, Texas Health and Safety Code, and Article III, Section 48-e of the Texas Constitution;

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, provides authority for the County and the District to enter into this Agreement;

WHEREAS, the Texas Health and Safety Code, §775.031 (a) (10), authorizes the District to enter into “contracts with other entities, ... for reciprocal operation of services and facilities if the contracting parties find that reciprocal operation would be mutually beneficial and not detrimental to the district;”

WHEREAS, District currently has an emergency vehicle preemption system at certain locations within the District (hereinafter “Preemption System” or “System”) operating under Contract No. 14-3WCM5003 with the State of Texas, which is attached hereto as **Exhibit A** (“System Agreement”);

WHEREAS, County provides emergency medical services to District’s surrounding area and would like to coordinate mobility for its authorized emergency medical services vehicles in the area;

WHEREAS, County has requested to use District’s Preemption System for its emergency medical vehicles; and

WHEREAS, pursuant to the provisions of Texas Government Code Chapter 791 and other applicable law, District and County are in agreement that County may use Preemption System as herein set forth.

AGREEMENT

NOW THEREFORE, the County and District, in consideration of the mutual promises and covenants expressed herein, agree as follows:

ARTICLE I **GRANT AND SCOPE OF LICENSE.**

A. District grants a license for County to use the emergency vehicle preemption system ("Preemption System" or "System") for County's authorized emergency medical services vehicles under the terms and conditions and for the consideration stated in this Agreement.

B. County will use the Preemption System for its authorized emergency medical vehicles services in emergency response. County may not use the use the Preemption System for any other purpose. County may not use the Preemption System in any way that interferes with the District's use of the Preemption System or violates District's Contract No. 14-3WCM5003 with the State of Texas, which is attached hereto as Exhibit A ("System Agreement"). The terms of the System Agreement are incorporated in this Agreement for all purposes.

ARTICLE II **TERM AND TERMINATION**

A. This Agreement begins on the date when it has been fully executed by both Parties and remains effective for a term of one year. This Agreement automatically renews for successive one-year terms unless terminated as provided below.

B. District may revoke the license granted to County herein and this Agreement will automatically and immediately terminate if County breaches this Agreement and County has failed to remedy the breach within 10 days after receiving notice of the breach from District. Either Party may terminate this Agreement for any reason at any time upon providing at least 30 written days' prior written notice to the other party. The date of the postmark on the termination letter begins the notice period.

ARTICLE III. **COMPENSATION**

District grants this license to use the Preemption System at no cost to the County. County agrees to reimburse District the actual costs incurred for any work related to the installation, maintenance or operation of County's equipment necessary to use the Preemption System, including any materials. Any payments for goods and services shall be governed by Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

ARTICLE IV.
EQUIPMENT AND MATERIAL

A. County is responsible ensuring that its equipment is compatible with the Preemption System and that all products, materials, and equipment are properly installed and programmed and do not interfere with the function or operation of the Preemption System. All components and equipment must comply with the System Agreement and must be new and undepreciated stock.

B. County must use labor and supervisory personnel employed by District's contractor, and contractor owned machinery, equipment and vehicles for any work related to the installation, maintenance or operation of the County's equipment necessary to use the Preemption System.

C. County is prohibited from making any changes, repairs or maintenance to the Preemption System. If the County determines that changes repairs or maintenance to the Preemption System is required, the County may notify the District of the need for such work.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES

A. District is a duly-constituted political subdivision of the State of Texas created and operating pursuant to the H&S Code, and has the authority to enter into this Agreement and the transactions contemplated hereby, and to carry out its obligations.

B. County hereby represents and warrants that the execution, delivery, and performance by County with respect to this Agreement are within County's power and have been duly authorized by all necessary action; the individual executing was duly authorized to do so.

C. The Preemption System is provided AS IS, with all faults. District disclaims any and all express or implied representations and warranties concerning the physical condition or suitability for any purpose the use of the Preemption System.

D. COUNTY AND DISTRICT MAKE NO OTHER WARRANTIES OR REPRESENTATIONS OTHER THAN AS SET FORTH IN THIS REPRESENTATIONS AND WARRANTIES SECTION AND HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING AS A RESULT OF A COURSE OF DEALING OR USAGE IN TRADE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, CONDITION, USE, OPERATION, DESIGN, QUALITY, COMPLIANCE WITH ANY LAW, OR SUITABILITY FOR USE OR PERFORMANCE OF THE PREEMPTION SYSTEM, SHALL BE DEEMED TO BE A WARRANTY BY DISTRICT FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF DISTRICT WHATSOEVER.

ARTICLE VI.
LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE DISTRICT SHALL NOT BE LIABLE TO THE COUNTY FOR ANY LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING IN ANY WAY TO THIS AGREEMENT, EVEN IF THE DISTRICT IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), CONTRACT OR STATUTE. IN ADDITION, DISTRICT SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGES CAUSED BY OR ARISING FROM ANY ALLEGED DEFECT, NON-CONFORMANCE, OR FAILURE OF THE PRODUCT, EQUIPMENT OR SYSTEM SERVICES TO FUNCTION, OPERATE, OR PERFORM, WHETHER ASSERTED IN WARRANTY, CONTRACT, TORT OR OTHER THEORY OF LIABILITY.

ARTICLE VI.
INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, COUNTY SHALL DEFEND AND HOLD HARMLESS DISTRICT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING , BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, EXPENSES OF INVESTIGATION AND LITIGATION, COURT COSTS, AND AMOUNTS PAID IN SETTLEMENT AND AMOUNTS PAID IN DISCHARGE OF JUDGMENTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, AND CAUSES OF ACTIONS WHATSOEVER (COLLECTIVELY, "CLAIMS") DIRECTLY OR INDIRECTLY RESULTING FROM OR ARISING FROM THIS AGREEMENT AND LICENSE; OR THE OWNERSHIP LICENSING, SELECTION, POSSESSION, LEASING, RENTING, CONTROL, USE, INSTALLATION, MAINTENANCE, DELIVERY, OR OTHER DISPOSITION OF THE PRODUCTS, EQUIPMENT OR SYSTEM SERVICES THAT RESULTS IN ANY PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE RESULTING IN RELATION TO THE USE OF THE PRODUCTS, EQUIPMENT OR SYSTEMS SERVICES DISTRICT IS NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF COUNTY EMPLOYEES OR PERSONNEL.

ARTICLE VII.
WAIVER

IT IS EXPRESSLY UNDERSTOOD THAT NOTHING IN THIS AGREEMENT WILL BE DEEMED TO CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR POWERS OF DISTRICT, COUNTY, THE DISTRICT'S BOARD MEMBERS, THE WILLIAMSON COUNTY COMMISSIONERS COURT, OR THE WILLIAMSON COUNTY JUDGE. DISTRICT DOES NOT WAIVE AND WILL NOT BE DEEMED TO WAIVE, ANY

IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE AT LAW OR IN EQUITY. THE PROVISIONS OF THIS SECTION SURVIVES THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. NEITHER PARTY WILL BE RESPONSIBLE FOR CLAIMS ARISING OUT OF THE SOLE NEGLIGENCE OF THE OTHER PARTY.

ARTICLE VII.
RESPONSIBILITIES OF THE PARTIES

A. County has read and agrees to follow all requirements as specified the System Agreement with the State of Texas, acting through the Texas Department of Transportation.

B. Parties agree that neither Party is an agent, servant, or employee of the other party and each agrees it is solely responsible for its individual acts or omissions, and, to the extent permitted by law, the acts or omissions of its contractors, employees, representatives and agents. District shall not be held responsible for the operation or non-operation of the preemption equipment and System, or for any effect it may have on County's emergency vehicle response. County will be fully responsible, to the extent allowed by Texas law for any and all claims or causes of action for property damage or personal injury or death, arising out of or connected in any way to the subject of this Agreement, it being specifically agreed that County is responsible for the operation or non-operation of the preemption equipment in its emergency medical vehicles, or for any effect it may have on emergency vehicle responsible or otherwise.

ARTICLE VI.
MISCELLANEOUS

A. No Assignment of Rights. County may not assign or transfer any interest in either this Agreement or any portion of this Agreement, nor shall any assignment by operation of law be effective, without the prior written consent, approved by District's Board. County acknowledges that District owns all existing Preemption System equipment and material.

B. No Waiver of Sovereign Immunity. Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers by either Party.

C. Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue of any dispute arising from this Agreement is in Williamson County, Texas. This Agreement is to be interpreted and construed as broadly as possible and consistent with the purposes stated herein.

D. Entire Agreement. The terms and provisions of this Agreement contain the entire agreement between the Parties and supersede all previous communications, representations or agreements, either oral or written, with respect to the matters addressed herein. In case of conflict between this Agreement and any other agreement or contract now existing or later entered into by either of the parties hereto with other entities, this Agreement will prevail.

E. Amendments and Waiver. No official, employee, agent, or representative of either Party has any authority, either express or implied, to amend this Agreement, except pursuant to such express authority as may be granted by the respective governing body. No waiver by any party of any provision of this Agreement is deemed or constitutes a waiver of any other provisions hereof (whether or not similar), nor will any such waiver constitute a continuing waiver unless otherwise expressly provided. This Agreement may be modified only with the prior written consent of all Parties. Any modifications to this Agreement must be in writing and signed by both District and County.

F. Notices. All notices, certificates or other communications under this Agreement are sufficient or will be deemed given when postmarked, and mailed by US certified mail, return receipt requested, and addressed as follows:

If to District, at: Williamson County Emergency Services District No. 3
Bill Brown, President
P.O. Box 175
Hutto, Texas 78634

With a copy to: Scott Kerwood, Fire Chief
P.O. Box 175
Hutto, Texas 78634

If to County, at: County Judge
Williamson County
710 S. Main Street, Ste. 101
Georgetown, Texas 78626

With a copy to: Emergency Medical Services Chief
Williamson County
PO Box 873
Georgetown, Texas 78627

Parties may, by notice and in writing, designate any further or different address to which subsequent notices, certificates or other communications are to be sent.

G. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement.

H. Severability. If any part or provision of this Agreement is declared fully or partially invalid, unlawful, or unenforceable by a court of competent jurisdiction, the remainder of the part or provision and the Agreement will remain in full force and effect, and the fundamental terms and conditions of this Agreement remain valid, binding and enforceable.

I. Execution and Counterparts. Agreement may be simultaneously executed in several counterparts, each of which are to be an original and all of which shall constitute but one and the same instrument.

J. Mediation. When mediation is acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use dispute resolution services. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

IN WITNESS WHEREOF, County and District have caused this Agreement to be executed in their respective names and their respective official seals to be affixed and attested by the duly-authorized officers.


Signed this _____ day of _____, 2019.

ATTEST:

By: 

Dan Hejl
Board Secretary

**WILLIAMSON COUNTY
EMERGENCY SERVICES
DISTRICT NO. 3**

By: 

William L. Brown
Board President

ATTEST:

By: _____
Printed Name: _____
Title: _____

WILLIAMSON COUNTY JUDGE
By: _____
Bill Gravell Jr.
County Judge

Exhibit A

ATTACHED

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

AGREEMENT FOR THE FURNISHING, INSTALLING AND MAINTENANCE OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the Williamson County Emergency Services District #3, hereinafter called the "WCESD#3", acting by and through its duly authorized officers.

WITNESSETH

WHEREAS, the State owns and maintains a system of highways and roadways in the WCESD#3 pursuant to Transportation Code, Section 201.103; and

WHEREAS, the WCESD#3 or its contractor has requested to install emergency vehicle preemption systems at the locations listed on Exhibit A;

WHEREAS, the State and the WCESD#3 are in agreement that the proposed systems will be installed;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto 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 on final execution by the State and shall remain in effect as long as said traffic signal preemption equipment is in operation at the described locations.

ARTICLE 2. TERMINATION

This agreement may be terminated by one of the following conditions:

- 1) By mutual agreement of both parties;
- 2) By the State giving written notice to the WCESD#3 or its contractor as consequence of failure by the WCESD#3 or its contractor to satisfactorily perform the services and obligations set forth in this agreement, with proper allowances being made for circumstances beyond the control of the WCESD#3 or its contractor;
- 3) By either party upon thirty (30) days written notice to the other.

ARTICLE 3. COMPENSATION

No compensation shall be paid for this agreement.

ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL

A. The WCESD#3 or its contractor will use labor and supervisory personnel employed directly by the WCESD#3 or its contractor, and use WCESD#3 owned or its contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the WCESD#3 or its contractor does not have the machinery, equipment, and vehicles necessary to

perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.

- B. No reimbursement shall be paid for any materials supplied by the WCESD#3 or its contractor. All materials shall be new and undepreciated stock.
- C. Any necessary changes to the existing signal required to install the preemption system will be at the WCESD#3's expense.
- D. If it becomes necessary to adjust, replace or reinstall the preemption system due to reconstruction of the intersection or upgrading of the signals, it shall be done by the WCESD#3 at WCESD#3 expense.

ARTICLE 5. INSPECTION OF WORK

- A. The State shall make suitable and complete inspection of all materials, and equipment, and the work of installation to determine and permit certification that the components meet all applicable requirements and are in suitable condition for operation and maintenance by the WCESD#3 or its contractor after its completion. All components of the system will be subject to random testing and inspections by the State.
- B. The WCESD#3 or its contractor will provide opportunities, facilities, and representative samples, as may be required, to enable the State to carry on initial and random inspections of all materials and application methods; sufficient to afford determination and certification by the State that all parts of the installation and the component materials comply with the State standards and specifications. The State will promptly notify the WCESD#3 or its contractor of any failure of materials, equipment, or installation methods, and the WCESD#3 or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

ARTICLE 6. RESPONSIBILITIES OF THE PARTIES

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives and agents. State shall not be held responsible for the operation (or non-operation) of the preempt equipment, or for any effect it may have on emergency vehicle response.

ARTICLE 7. DE-ACTIVATION OF THE PREEMPT SYSTEM

The State reserves the right to disconnect the preempt system from the traffic signals should any problem arise affecting the State including that the State has determined that the preemption is being abused. The State will notify the appropriate WCESD#3 office of the de-activation of the preempt system. Upon correction of the problem the preempt system would be re-connected.

ARTICLE 8. PREEMPTION INSTALLATION REQUIREMENTS

The WCESD#3 or its contractor shall furnish and install an aluminum lockable cabinet for the preemption system equipment. The preemption cabinet shall be attached to the State's traffic signal cabinet by means of a two (2) inch Myer's hub supplied by the WCESD#3 or its contractor. The WCESD#3 or its contractor will furnish and install a Cannon type disconnect plug between the State's traffic signal cabinet and the preemption cabinet. The State will furnish 120 volts AC power to the preemption cabinet for all auxiliary equipment. All transformation of power shall take place within the preemption cabinet. The State will allow the preemption equipment to monitor all outgoing green traffic signal indications. The preemption equipment will supply a maximum of four preemption inputs.

ARTICLE 9. REPORTS

Upon written request, the WCESD#3 will be required to supply the State with a list of preemptions. The list shall show date, time, intersection, direction, and duration of each preemption and vehicle identification information of the emergency vehicle requesting each preemption. At the request of the State, the WCESD#3 shall submit any information required by the State in the format directed by the State.

ARTICLE 10. REMEDIES

Violation or breach of contract terms by the WCESD#3 or its contractor shall be grounds for termination of the agreement, and any increased cost arising from the WCESD#3 or its contractor's default, breach of contract, or violation of terms shall be paid for by the WCESD#3 or its contractor. This agreement shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

If at any time, the WCESD#3 or its contractor fails to assume the maintenance and operations responsibilities for the preemption systems in a satisfactory manner as determined by the State, the State reserves the right to arrange for maintenance and operations at the expense of the WCESD#3 or its contractor. The State shall contact the appropriate WCESD#3 authority prior to the arrangement for alternative maintenance.

ARTICLE 11. INSURANCE

The WCESD#3 shall provide necessary safeguards to protect the public on State-maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the preemption equipment, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right-of-way, the WCESD#3's construction contractor shall submit to the State a fully executed copy of the State's form 1560 Certificate of Insurance and shall maintain the required coverage during the construction of all work associated with this agreement.

ARTICLE 12. SUBLETTING

The WCESD#3 or its contractor shall not sublet or transfer any portion of its responsibilities and obligations under this agreement unless specifically authorized in writing by the State. In the event the WCESD#3 or its contractor enters into subcontracts, the subcontractors must adhere to the provisions of this agreement.

ARTICLE 13. SUCCESSORS AND ASSIGNS

The WCESD#3 or its contractor shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of the State.

ARTICLE 14. 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 15. INSPECTION OF WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #3'S BOOKS AND RECORDS

- A. 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.
- B. 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. 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 16. NOTICES

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Williamson County Emergency Services District #3:	State:
Bill Brown President 501 Exchange Boulevard P.O. Box 175 Hutto, Texas 78634	Greg A. Malatek, P.E. Austin District Engineer Texas Department of Transportation 7901 N. IH 35 Austin, Texas 78753

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 17. GOVERNING LAWS AND VENUE

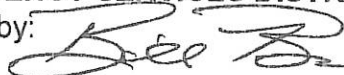
This agreement shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

ARTICLE 18. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting within the subject matter.

IN WITNESS WHEREOF, the State and the WCESD#3 have signed duplicate counterparts of this agreement.

THE WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #3

Executed on behalf of the WCESD#3 by: 

By _____ Date 1-29-15

Typed or Printed Name and Title Bill Brown - President
Williamson County ESD #3

THE STATE OF TEXAS

Executed for 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.

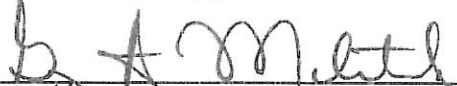
By  Date 2/5/15
AUSTIN District Engineer

EXHIBIT A

Signalized intersections on State Highways located in the Williamson County Emergency Services District #3 with signal preemption equipment installed are as follows:

LOCATION	TYPE OF SIGNAL
1. FM 1660 at Limmer Loop	Single Controller w/ preemption
2. US 79 at FM 1660 North	Single Controller w/ preemption
3. US 79 at FM 1660 South	Single Controller w/ preemption
4. FM 1660 at CR 137	Single Controller w/ preemption
5. FM 1660 at Carl Stern	Single Controller w/ preemption
6. US 79 at Exchange Blvd.	Single Controller w/ preemption
7. US 79 at FM 685	Single Controller w/ preemption
8. US 79 at Tradesman	Single Controller w/ preemption
9. US 79 at SH 130 (diamond interchange)	Single Controller w/ preemption
10. FM 685 at Great Western	Single Controller w/ preemption
11. SH 130/FM 685 at Gattis School/CR 138 (diamond interchange)	Single Controller w/ preemption
12. FM 685 at Carl Stern	Single Controller w/ preemption
13. FM 685 at SH 130/Star Ranch* (diamond interchange)	Single Controller w/ preemption
*Future traffic signal	