



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #16 SUMMARY

Approve an amendment to the Agreement for Violation Processing and Debt Collection Services with Gila Corporation, d/b/a/ Municipal Service Bureau (MSB) to reduce fees paid to MSB and extend that contract's expiration date to January 14, 2016.

Department: Operations

Associated Costs: None

Funding Source: None

Board Action Required: Yes

Description of Matter:

The current expiration date of the Mobility Authority's Agreement for Violation Processing and Debt Collection Services with Gila Corporation, d/b/a Municipal Services Bureau ("MSB") is January 14, 2013. Article 3 of that Agreement specifically states that the expiration date may be extended "upon the agreement of both parties."

The Agreement also provides for periodic adjustment of the charges MSB collects from Mobility Authority customers as compensation for its services, as set forth in the Schedule of Rates attached as Exhibit B to the Agreement

The proposed amendment will lower the charges for collecting Pay By Mail (video) tolls from 16% to 12% for each toll and will increase Mobility Authority revenues. The amendment also establishes a new expiration date for the Agreement of January 14, 2016, extending the Agreement for three years. All other terms and provisions of the Agreement remain in place.

The Executive Director and Director of Operations recommend approval of this amendment.

Attached documentation for reference:

Draft Resolution

Contact for further information:

Tim Reilly, Director of Operations

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

RESOLUTION NO. 12-___

**APPROVE AN AMENDMENT TO THE AGREEMENT FOR VIOLATION
PROCESSING AND DEBT COLLECTION SERVICES WITH GILA CORPORATION,
D/B/A/ MUNICIPAL SERVICE BUREAU (MSB) TO REDUCE FEES PAID TO MSB
AND EXTEND THAT CONTRACT'S EXPIRATION DATE TO JANUARY 14, 2016.**

WHEREAS, the Agreement For Violation Processing and Debt Collection Services Between Central Texas Regional Mobility Authority ("CTRMA") and Gila Corporation, d/b/a Municipal Services Bureau (the "Consultant" or "MSB"), dated to be effective January 15, 2008 (the "Agreement"), as that agreement has been subsequently amended, provides that it will expire on January 14, 2013, unless extended by mutual agreement of the parties; and

WHEREAS, Schedule of Rates attached as Exhibit B to the Agreement provides that it may be adjusted periodically as the parties may mutually agree; and

WHEREAS, the Executive Director recommends that the Agreement be amended to increase total revenues received by the Mobility Authority from MSB's services and to extend the amended contract for an additional three years, and the Board has determined that this amendment is in the interests of the Mobility Authority.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes and approves the proposed amendment to the Agreement with MSB in the form or substantially the same form attached as Attachment A; and

BE IT FURTHER RESOLVED, that the Executive Director may finalize and execute on behalf of the Mobility Authority the amendment to the Agreement in the form or substantially the same form attached as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of May, 2012.

Submitted and reviewed by:

Approved:

Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 12-___
Date Passed: 5/30/2012

ATTACHMENT A TO RESOLUTION NO. 12-_____

AMENDMENT TO
AGREEMENT FOR VIOLATION PROCESSING
AND DEBT COLLECTION SERVICES
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
GILA CORPORATION, d/b/a
MUNICIPAL SERVICES BUREAU

This Amendment is made effective on June 1, 2012, and amends that certain Agreement For Violation Processing and Debt Collection Services Between Central Texas Regional Mobility Authority (“CTRMA”) and Gila Corporation, d/b/a Municipal Services Bureau (the “Consultant” or “MSB”), dated to be effective January 15, 2008 (the “Agreement”), as that agreement has been subsequently amended.

Pursuant to the authority granted by the CTRMA Board of Directors in Resolution No. 12-____, dated May 30, 2012, the parties to this Amendment agree as follows:

1. Article 3 (TIME OF PERFORMANCE) of the Agreement is hereby amended to read in its entirety as follows:

ARTICLE 3
TIME OF PERFORMANCE

The term of this Agreement shall be eight (8) years, commencing January 15, 2008, and concluding January 14, 2016 (the “Expiration Date”), subject to the earlier termination of this Agreement pursuant to Article 4 (TERMINATION FOR DEFAULT) or Article 5 (OPTIONAL TERMINATION) below or to a further extension of this Agreement upon agreement of both parties. If at any time during the contract term the Consultant cannot provide the requested Services within the time required by the CTRMA or for any other reason, the Authority reserves the unilateral right to procure the Services from any other source it deems capable of providing those Services.

2. Pursuant to the rate adjustment procedure set forth in **Appendix B – Schedule of Rates** of the Agreement, Appendix B of the Agreement is hereby amended to read in its entirety as follows:

Appendix B – Schedule of Rates

The following are the amounts the Consultant will receive for all items paid by customers in the various stages of violation enforcement. The CTRMA and the Consultant will review the rates on at least an annual basis and make adjustments as are mutually agreed upon. The rates paid to the Consultant have no influence on the amount of administrative fees the CTRMA may charge violators.

Violation process item	Amount Consultant receives for each paid item
Video bill	12% of each toll (including, without limitation, electronic toll collections) and \$1.00 handling fee for each mailing
Violation Notice	\$10.00 per paid Notice
Collections	\$20.00 all collection activities per unpaid Notice
Court packets	\$25.00 flat fee per packet requested
Image review	\$0.095 per transaction image accurately processed (excluding non-revenue transactions)

All other provisions of the Agreement, as amended, remain unchanged.

By their signatures below, CTRMA and the MSB evidence their agreement to the amendment set forth above.

GILA CORPORATION, d/b/a
MUNICIPAL SERVICES BUREAU

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

By: _____

By: _____

Name: Bruce Cummings

Name: Mike Heiligenstein

Title: President

Title: Executive Director