



**CENTRAL TEXAS
Regional Mobility Authority**

July 27, 2016
AGENDA ITEM #5

Approve an Interlocal Agreement with the Texas Department of Transportation to co-locate personnel for the purposes of serving Pay-by-Mail customers of both Agencies

Strategic Plan Relevance: Innovation
Department: Operations
Contact: Tim Reilly, Director of Operations
Associated Costs: None
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Summary:

To better serve the public, the Texas Department of Transportation and the Central Texas Regional Mobility Authority would like to co-locate our combined Pay-by-Mail services at the TxTag Customer Service Center located at 12719 Burnet Road, Austin, Texas 78727 to allow customers to resolve both TxTag and CTRMA toll inquiries (bills and questions) in one location. In addition, the Texas Department of Transportation may want to co-locate with the Central Texas Regional Mobility Authority at an additional mutually agreed upon location to resolve both TxTag and CTRMA toll inquiries in one location.

Backup provided: Draft resolution
Draft ILA

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

RESOLUTION NO. 16-0XX

**APPROVING AN INTERLOCAL AGREEMENT WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION TO CO-LOCATE PERSONNEL FOR
THE PURPOSES OF SERVING PAY-BY-MAIL CUSTOMERS OF BOTH AGENCIES**

WHEREAS, the Executive Director has developed a proposed interlocal agreement between the Texas Department of Transportation (“TXDOT”) and the Mobility Authority to co-locate personnel for the purposes of serving Pay-By-Mail customers of both agencies; and

WHEREAS, TXDOT shall house one or more Mobility Authority representatives at the TxTAG Customer Service Center, located at 12719 Burnet Rd. Austin, TX 78727 to provide customer service to customers who have a question or issue related to toll and related charges by the Mobility Authority for use of Mobility Authority toll roads; and

WHEREAS, the proposed interlocal agreement will provide the Mobility Authority and TXDOT’s Toll Operations Division an opportunity to better serve their customers efficiently and effectively as well as providing a co-location to customers; and

WHEREAS, the Executive Director recommends approval of the proposed interlocal agreement with TXDOT.

NOW THEREFORE, BE IT RESOLVED that the proposed interlocal agreement is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized and directed to finalize and execute for the Mobility Authority the interlocal agreement in the form or substantially the same form as Exhibit A hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of July, 2016.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

Interlocal Agreement

Contract Services Transmittal Form

<p>From: Toll Operations Division - 87 (District/Division/Office)</p>	<p>Contact Person: Payman Dargahi Phone No.: 512-874-9675</p>
<p>Subject: Co-location at the TxTag Customer Service Center</p>	
<p>Other Entity Central Texas Regional Mobility Authority</p>	<p>Contract Maximum Amount Payable \$0</p>
<p>Are any federal funds used in this contract? No</p> <p>If yes, what kind of federal funds. N/A</p>	
<p>Was the standard interlocal or amendment format modified? Yes _____ No <u>X</u>_____</p> <p>If modified, date of Contract Services approval: <u>N/A</u>_____</p> <p>Modifications made are as follows: N/A</p>	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation	TxDOT
Central Texas Regional Mobility Authority	Local Government

II. PURPOSE: _ To better serve the public, the Texas Department of Transportation would like to co-locate with the Central Texas Regional Mobility Authority (CTRMA) at the TxTag Customer Service Center located at 12719 Burnet Road, Austin, Texas 78727 to allow customers to resolve both TxTag and CTRMA toll inquiries (bills and questions) in one location. In addition, the Texas Department of Transportation may want to co-locate with the Central Texas Regional Mobility Authority at a mutually agreed upon location to resolve both TxTag and CTRMA toll inquiries in one location.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$_0_____ and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on _December 31, 2018_ or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

_____**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**_____ (**Name of Local Government**)

By _____ Date _____
AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title _____

FOR 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 _____
Kenneth Stewart
Director of Contract Services

ATTACHMENT A**Scope of Services**

- I. This agreement will be in full force and effect when approved by each party. It is understood by the Parties that this document will be revisited as necessary by mutual agreement to ensure that it reflects the current agreements and understandings of the participating Parties.
- II. The purpose of this agreement is to provide improved customer service to TxTAG customers with the convenience of having two toll entities with two respective back-office systems, in one location. TxDOT shall house one or more employees of the Local Government at the TxTAG Customer Service Center, located at 12719 Burnet Road, Austin, Texas 78727 in order to provide customer service to customers' with inquiries on the Local Government's back-office system. The Local Government will be responding to billing issues and any and all inquiries with their own equipment and back-office system operating during the same office hours as TxDOT's services, Monday through Friday. This service will allow TxDOT's Toll Operations Division to better serve its customers by allowing for more efficient and effective customer service, as well as providing a co-location to customers.
- III. The Local Government employee(s) will not be granted access to or use of any TxDOT equipment or back-office system.

ATTACHMENT B

Budget

No funds shall be exchanged under this agreement.

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT 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 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 11. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	Central Texas Regional Mobility Authority 3300 North Interstate 35 Frontage Road #300 Austin, Texas 78705
TxDOT:	Director of Contract Services 125 East 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E

Location Maps Showing Project

