



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 11, 2018
AGENDA ITEM #3

Approve Amendment No. 1 to the agreement
with Cofiroute USA, LLC to modify the
Contractor Compensation Schedule

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Payment based on monthly volume of receipts
Funding Source:	Toll Revenues
Action Requested:	Consider and act on draft resolution

Summary:

At its February 28, 2018, meeting the CTRMA Board of Directors approved an Agreement with Cofiroute USA, LLC (CUSA) for Pay By Mail violation processing, collections and customer services. The Agreement also makes provisions for the same services to be provided to NET RMA and possibly other regional mobility authorities through interlocal agreements between CTRMA and the other entities. Specific implementation milestones as well as key performance indicators (KPIs) are outlined in the Agreement.

The proposed amendment clarifies that (1) all transactions paid prior to notice generation are included in Pay Item #1, and (2) plate-based post-paid accounts are included in Pay Item #2. Specifically, the amendment outlines CUSA's expected recompense for processing and collecting Pay By Mail toll transactions paid from post-paid accounts, overpayments and prior to notice generation.

The proposed amendment also adds two new pay items that were not foreseen in the original pricing schedule. Specifically, compensation for insufficient funds has been added as new Pay Item #9 and compensation for out of state license plate lookups has been added as new Pay Item #10.

CUSA's compensation is based on actual collections and performance. Staff recommends approval of this item.

Backup Provided: Draft Resolution
Draft Amendment No. 1
Revised "Attachment C - Schedule 2 - Pay By Mail Pricing (BASE CONTRACT)"

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

RESOLUTION NO. 18-0XX

**APPROVE AMENDMENT NO. 1 TO THE AGREEMENT WITH
COFIROUTE USA, LLC TO CLARIFY LANGUAGE REGARDING CONTINUED
COLLECTION ACTIVITIES**

WHEREAS, by Resolution No. 18-005, dated February 28, 2018, the Board approved an agreement with Cofiroute USA, LLC (the "Agreement") for pay by mail, violations processing, collections and customer services (the "Pay By Mail Program"); and

WHEREAS, Mobility Authority staff have worked with Cofiroute USA, LLC since the Agreement was approved to implement the Mobility Authority's Pay By Mail Program which launched on November 28, 2018; and

WHEREAS, during the course of the implementation process, the Mobility Authority determined that processing Non-Sufficient Funds and Out-of-State License Plate Lookups should be added to the Agreement and other pay items should be further clarified; and,

WHEREAS, the Executive Director and Cofiroute USA, LLC have negotiated proposed Amendment No. 1 to the Agreement to add terms for the processing Non-Sufficient Funds and Out-of-State License Plate Lookups and to clarify certain pay items currently outlined in the Agreement; and

WHEREAS, the Executive Director recommends that the Board approve proposed Amendment No. 1 to the Agreement in the form or substantially the form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that proposed Amendment No. 1 to the Agreement with Cofiroute USA, LLC is hereby approved, and the Executive Director is authorized to finalize and execute Amendment No. 1 in the form or substantially in the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 11th day of December 2018.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

**AMENDMENT NO. 1
TO THE
AGREEMENT FOR PAY BY MAIL, VIOLATIONS PROCESSING,
COLLECTIONS AND CUSTOMER SERVICE
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
COFIROUTE USA, LLC**

This Amendment is effective on December 11, 2018 and amends that certain Agreement for Pay by Mail, Violations Processing, Collections and Customer Service between the Central Texas Regional Mobility Authority (“CTRMA”) and Cofiroute USA, LLC (“Cofiroute” or the “Contractor”), dated to be effective March 8, 2018 (the “Agreement”).

Pursuant to the authority granted by the CTRMA Board of Directors Resolution No.18-0____, dated October 31, 2018, the parties to this Amendment No. 1 agree as follows:

Attachment C of the Agreement is hereby amended to read in its entirety as described on page 2 of this amendment.

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

By their signatures below, CTRMA and Cofiroute USA, LLC evidence their agreement to the amendment set forth on page two.

COFIROUTE USA, LLC

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

By: _____

By: _____

Name: _____

Name: Mike Heiligenstein

Title: _____

Title: Executive Director

Attachment C - Schedule 2 - Pay By Mail Pricing (BASE CONTRACT)

Pay Item	Description of Item	Unit	Volume ² (per month)	Unit Price		% of Toll Collected	
				Proposed Price (USD)	Maximum Allowed (USD)	Proposed Percentage (%)	Maximum Allowed (%)
1	Transactions Paid Prior to Notice Generation (example: plate-based pre-paid accounts, applied overpayments, etc.)	Transaction	0-150,000			18%	25%
			150,001-300,000			15%	25%
			>300,000			10%	25%
2	Paid First Video Bill (paid prior to issuance of 1st Notice of Non-Payment or plate-based post-paid accounts)	One Paid Bill (30 days of transactions)	0-50,000	\$ 0.54	\$ 1.00	17%	20%
			50,001-75,000	\$ 0.54	\$ 1.00	17%	20%
			> 75,000	\$ 0.54	\$ 1.00	17%	20%
3	Paid 1st Notice of Non-Payment (paid prior to issuance of Violation Notice)	One Paid Notice (30 days of transactions)	0-20,000	\$ 2.50		13%	15%
			20,001-40,000	\$ 2.50		13%	15%
			> 40,000	\$ 2.50		13%	15%
4	Paid Violation Notice	One Paid Notice (30 days of transactions)	0-10,000	\$ 5.60		8%	10%
			10,001-20,000	\$ 5.60		8%	10%
			>20,000	\$ 5.60		8%	10%
5	Paid in Collections	Each Transaction Paid	0-5,000	\$ 3.52		0%	5%
			5,001-10,000	\$ 3.52		0%	5%
			>10,000	\$ 3.52		0%	5%
6	Image Review ¹	Transaction	0-3,000,000	\$ 0.03			
			3,000,001-4,000,000	\$ 0.02			
			>4,000,000	\$ 0.02			
7	Court Packets	Packet	0-50	\$ 20.00			
			51-150	\$ 17.00			
			>150	\$ 15.00			
8	Legal Support (Liaisons)	Per Liaison	As Needed	\$ 16,360.00			
9	Non Sufficient Fund (NSF)	Per Paid Notice	Per Paid Notice	\$ 25.00			
10	Out of State Lookup Fee (OOS)	Per Paid Notice	Per Paid Notice	\$ 1.00			

NOTES:

A - Proposers should not make any changes to the format or structure of the spreadsheet.

B - Proposers are to fill in all green-shaded cells. Zero is an acceptable entry.

C - Each set of transactions on a bill or notice shall age together.

D - The Contractor shall only be paid for one of the pay items for each set of transactions. That is, once a set of transactions moves from the toll bill to the 1st Notice of Non-Payment, the unit prices in rows 21-23 are used to determine payment. The unit prices in rows 13-15 no longer apply to this set of transactions. Transactions shall only be charged once, according to the phase in which the transaction was paid.

E - ²The unit price shall be determined by the unit price listed next to the total number of units that occurred in the calendar month.

F - The prices above should include all costs for performance of all aspects of the Scope of Services, except Section 2.6 (Image Processing) and any costs associated with performing any required data migration.

G - ¹Image Processing (Review) is an optional service. The cost of reviewing all images associated with one transaction, including non-revenue transactions.

H - Data Migration will be treated as a negotiated change to the contract.

I - Court packet pricing will only apply when an Authority does not need the services of Court Liaisons but only needs the packages prepared.

J - Legal Support pricing should include all costs of the Liaisons, any support staff necessary, and the preparation of the court packages and all other functions necessary for the legal support.