



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #9 SUMMARY

Approve an amendment to the agreement with Gila Corporation, d/b/a/Municipal Service Bureau for violation processing and debt collection services.

Department: Operations

Associated Costs: None

Funding Source: None

Board Action Required: Yes

Description of Matter:

The Mobility Authority's Agreement for Violation Processing and Debt Collection Services with Gila Corporation, d/b/a Municipal Services Bureau ("MSB") will terminate on January 14, 2016. 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 image review associated with Pay-By-Mail (video) tolls from \$.095 to \$.070 (per image) starting June 1, 2015, through December 31, 2015, and then further reduced to \$.045 per image on and after January 1, 2016. The reduction in image review charges will increase Mobility Authority's net revenues. MSB also agrees to cap, at \$2,000 per license plate, the administrative fees it charges to a registered owner of a vehicle if toll charges are not timely paid. The amendment establishes a new expiration date for the Agreement of January 14, 2018, extending the Agreement for two additional years. All other terms and provisions of the Agreement remain in place.

Reference: Draft Resolution

Contact: Tim Reilly, Director of Operations

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

RESOLUTION NO. 15-___

**APPROVING AN AMENDMENT TO THE AGREEMENT WITH GILA LLC,
d/b/a MUNICIPAL SERVICES BUREAU FOR VIOLATION PROCESSING
AND DEBT COLLECTION SERVICES.**

WHEREAS, pursuant to Resolution No. 07-71, adopted by the Board of Directors on December 7, 2007, the Mobility Authority executed an Agreement for Violation Processing and Debt Collection Services effective January 15, 2008, (the "Agreement") with Gila Corporation, a Texas corporation subsequently converted to Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau ("MSB"); and

WHEREAS, the Agreement will terminate on January 14, 2016; and

WHEREAS, if the Agreement is extended, MSB has agreed to its reduce image review charges to the Mobility Authority and establish a \$2,000 cap per license plate on administrative fees it charges to a registered owner who does not timely pay a toll charge; and

WHEREAS, the Executive Director and MSB have discussed and recommend a proposed amendment to the Agreement attached as Exhibit 1 to this resolution, and the Executive Director recommends that the Board approve the proposed amendment in the form or in substantially the form as attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the proposed amendment to the Agreement, and authorizes the Executive Director to finalize and execute the amendment in the form or in substantially the form attached as Exhibit 1 to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of May, 2015.

Submitted and reviewed by:

Approved:

Andrew Martin, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit 1 to Resolution No. 15-

**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 effective on June 1, 2015, 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. 15-____, dated May 27, 2015, 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 ten (10) years, commencing January 15, 2008, and concluding January 14, 2018 (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 video billing and 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 (MSB will cap all fees at \$2,000.00 per license plate)
Court packets	\$25.00 flat fee per packet requested
Image review	<p>\$0.070 per transaction image accurately processed for transactions occurring on and after June 1, 2015, through December 31, 2015.</p> <p>\$0.045 per transaction image accurately processed for transactions occurring on and after January 1, 2016.</p> <p>No charge for an image review of a toll-exempt vehicle.</p>

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