



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

August 26, 2020  
**AGENDA ITEM #4**

---

Approve an interlocal agreement with the  
Texas Department of Transportation  
to co-locate personnel for the purpose of  
serving Pay By Mail customers  
of both agencies

Strategic Plan Relevance:	Deliver Multi-Faceted Mobility Solutions; Employ a Collaborative Approach to Implementing Mobility Solutions
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	N/A
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 co-located staff at the TxTag Customer Service Center (CSC) to provide walk-up services to their respective customers. The services allow customers to resolve TxTag and CTRMA toll payments and inquiries in one location. Customers are also able to sign up for tag accounts at the TxTag CSC.

The TxTag CSC is open Monday and Friday from 8:00 a.m. – 7:00 p.m. and Tuesday through Thursday from 8:00 a.m. – 5:00 p.m. To date, CTRMA has served 22,000 customers and collected \$ 835,000 in payments at this location.

**Current Action:** The proposed ILA allows continuation of this offering through August 1, 2022. The ILA also provides flexibility for the services to extend to future location if mutually agreed to by both parties. There is no direct cost to the Mobility Authority for these co-location services as the staff and equipment are provided by Cofiroute as per of our agreement with them for Pay By Mail program support services.

**Previous Actions:** The Mobility Authority Board of Directors approved a similar resolution in July 2016. This ILA expired in 2018.

**Action Requested/Staff Recommendation:** Staff recommends approving this Interlocal Agreement with the Texas Department of Transportation to co-locate

personnel for the purposes of serving the Mobility Authority's Pay By Mail customers.

Financing: N/A

Backup provided: Draft Resolution  
Interlocal Agreement

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

**RESOLUTION NO. 20-0XX**

**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, by Resolution No. 16-047, dated July 27, 2016 the Board of Directors approved an interlocal agreement with the Texas Department of Transportation (TxDOT) to co-locate personnel at certain TxTag Customer Service Centers for the purposes of more efficiently serving Pay-By-Mail customers of both agencies; and

WHEREAS, this collaboration with TxDOT has allowed the Mobility Authority to provide walk-up services to 22,000 customers and the collection of \$835,000 in payments; and

WHEREAS, the original interlocal agreement has expired and both agencies wish to continue their co-location arrangement by entering into a new interlocal agreement at no cost to either agency; and

WHEREAS, the Executive Director recommends that the Board of Directors approve a new interlocal agreement with TxDOT for the co-location of personnel at TxTag Customer Service Centers in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves and authorizes the Executive Director to finalize and execute the proposed interlocal agreement with TxDOT for the continued co-location of personnel at TxTag Customer Service Centers in the form or substantially the same form as is attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26<sup>th</sup> day of August 2020.

Submitted and reviewed by:

Approved:

---

Geoffrey Petrov, General Counsel

---

Robert W. Jenkins, Jr.  
Chairman, Board of Directors

**Exhibit A**



## **ATTACHMENT A**

### **Scope of Services**

- I. This agreement will 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 employees and equipment of the Local Government at locations managed by TxDOT to provide customer service to customers with inquiries on Local Government back-office system.
- II. Local Government will be responding to billing issues and any and all inquiries with their own equipment and back-office system.
- III. Local Government shall operate during the same hours of operations as TxDOT for any and all locations.
- IV. TxDOT reserves the right to add or delete locations under this contract. TxDOT will coordinate with the Local Government for locations to be added. TxDOT will provide ten business days written notice to the Local Government for locations to be deleted.
- V. Local Government employee(s) will not be granted access to or use any TxDOT equipment or back-office system. TxDOT employee(s) will not be granted access to or use any Local Government equipment or Local Government 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.

#### **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:

<b>Local Government::</b>	Director of Operations Central Texas Regional Mobility Authority 3300 North Interstate 35 Frontage Road #300 Austin, Texas 78705
<b>TxDOT:</b>	Texas Department of Transportation Director of Contract Services 125 East 11th 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**

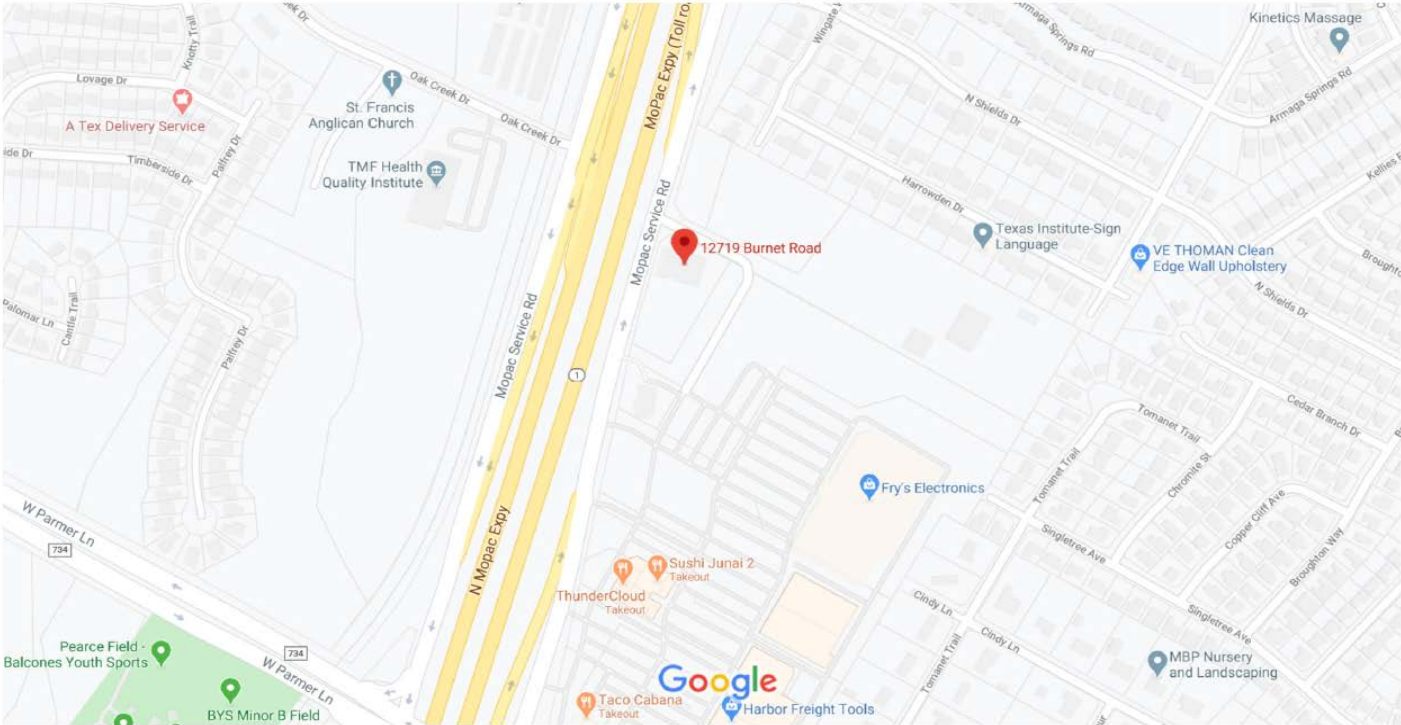
**Resolution or Ordinance**

# Attachment E

## Location Maps



12719 Burnet Rd  
TOD-CSC



2420 Ridgepoint Dr  
TOD-TOC

