

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

RESOLUTION NO. 16-071

**APPROVING AN INTERLOCAL AGREEMENT WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION TO PROVIDE A SECURE AREA AT THE
TXTAG CUSTOMER SERVICE CENTER FOR CTRMA CUSTOMER SERVICE
REPRESENTATIVES**

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") and the Mobility Authority to co-locate personnel for the purposes of serving Pay-By-Mail customers of both agencies; and

WHEREAS, the co-located CTRMA vendor that processes CTRMA Pay-by-Mail invoices is currently operating in the building entry area of the TxDOT Customer Service Center; and

WHEREAS, the vendor is unable to accept cash as payment for a CTRMA Pay-by-Mail invoice because the building entry area is not secure;

WHEREAS, the Executive Director has developed a proposed interlocal agreement with TXDOT to modify the TxTAG Customer Service Lobby to build out a secured area, including a walk-up counter and pass-thru window for an amount not to exceed \$15,000.00; 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 the interlocal agreement on behalf of the Mobility Authority, 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 28th day of September, 2016.

Submitted and reviewed by:


Geoffrey Petrov, General Counsel

Approved:


Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

Interlocal Agreement

Contract Services Transmittal Form

<p>From: Texas Department of Transportation Toll Operations Division</p>	<p>Contact Person: Tim Anderson Phone No.: 512/ 874-9252</p>
<p>Subject: Customer Service Counter Modifications</p>	
<p>Central Texas Regional Mobility Authority</p>	<p>\$15,000</p>
<p>Are any federal funds used in this contract? No</p> <p>If yes, what kind of federal funds.</p>	
<p>Was the standard interlocal or amendment format modified? Yes _____ No <u> X </u></p> <p>If modified, date of Contract Services approval: _____</p> <p>Modifications made are as follows:</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	CTRMA

II. PURPOSE: Reimbursement for Customer Service Lobby Modifications at the TxTag Customer Service Center.

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 \$15,000 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 final payment 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 _____
Richard Nelson
Director of Toll Operations

ATTACHMENT A**Scope of Services**

Reimbursement for modifications of the TxTAG Customer Service Center lobby, customer service window, to install a glass partition at the CTRMA customer service representative workstation.

130" x 64" OPENING Divided into Nine Sections
1" Laminated Safety Glass
Including Storefront Aluminum and Glass
The top three pieces of glass will be solid
The three middle pieces of glass will have a 6" hole for verbal communication.
The bottom three sections will be fabricated for pass through transactions with break metal.

ATTACHMENT B**Budget****Estimated Cost of Work**

Description	QTY	Unit	Amount	Total
Lobby Glass Material and Installation	1	Each	9500	\$9,500
Additional Labor for Saturday Installation	24	Hour	70	\$1,680
Contingency	1	Each	10%	\$1,118
Total Cost				\$12,298

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 N IH-35, Suite 300 Austin, TX 78705
TxDOT:	TxTAG Customer Service Center 12719 Burnet Road Austin, TX 78727

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

