

December 14, 2022 AGENDA ITEM #4

Approve an Interlocal Agreement
with the Texas Department of
Transportation for the construction of
the Mobility Authority's payment
windows at the TxTag Ridgepoint
Customer Service Center

Strategic Plan Relevance: Collaboration & Service

Department: Operations

Contact: Tracie Brown, Director of Operations

Associated Costs: \$60,633.98

Funding Source: Not applicable

Action Requested: Consider and act on draft resolution

Project Description/Background: To better serve their mutual customers, the Texas Department of Transportation (TxDOT) and the 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.

Action requested: This proposed Interlocal Agreement (ILA) reimburses TxDOT for the buildout of payment windows at its Ridgepoint CSC. The TxTag Ridgepoint CSC is located at 2420 Ridgepoint Drive, Austin, TX 78754, near 290 and 183. The scope includes buildout of approximately 74.76 walled office space. The space will include tempered glass service windows with two-way speakers, a commercial door with push bar panic device lock, desk areas and a security badge reader.

Walk-up counter service will be available Monday through Friday, 7 a.m. - 7 p.m. and on Saturday from 9 a.m. - 2 p.m. This location will provide a great benefit to the Authority's east and northeast customers, allowing them the opportunity to resolve their CTRMA Pay By Mail bills at no additional cost. This is a particularly advantageous location as the Authority has many unbanked and underbanked customers who will appreciate the opportunity to pay their bills with cash.

The total not to exceed cost for the Ridgepoint payment window buildout is \$60,633.98. This cost is detailed below:

Description	Cost
Standard Office Build Out	\$35,511.00
Two-Way Speaker	\$3,645.32
Security System Readers	\$1,372.00
Post-Build Out Adjustments	\$10,000.00
Total	\$50,528.32
20% Markup from TxDOT Contractor	\$10,105.66
Total Not to Exceed Budget	\$60, 633.98

Staff and equipment are provided by Cofiroute under our agreement for Pay By Mail program support services. TxDOT will allow the staff's co-location at no cost.

<u>Previous Actions & Brief History of the Program/Project</u>: The Mobility Authority Board of Directors approved the execution of an Interlocal Agreement with TxDOT for co-location of staff in July 2020. That ILA expired on August 1, 2022. The Board approved a new ILA for staff co-location at it August 31, 2022 meeting. The new ILA expires in July 2024.

Financing: Not applicable.

<u>Staff Recommendation</u>: Staff recommends approving Interlocal Agreement with the Texas Department of Transportation for the construction of the Mobility Authority's payment windows at the TxTag Ridgepoint Customer Service Center (CSC).

Backup Provided: Draft resolution

Proposed Interlocal Agreement

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

RESOLUTION NO. 22-0XX

APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR OFFICE SPACE BUILDOUT AT THE TxTAG RIDGEPOINT CUSTOMER SERVICE CENTER

WHEREAS, since 2016, the Central Texas Regional Mobility Authority ("Mobility Authority") and the Texas Department of Transportation ("TxDOT") have co-located staff at the TxTag Burnet Road Customer Service Center (CSC) to provide walk-up services to their respective customers; and

WHEREAS, by Resolution No. 22-035, dated August 31, 2022, the Board of Directors approved a new interlocal agreement for continued co-location, including flexibility for the services to extend to the TxTAG Ridgepoint CSC; and

WHEREAS, to accommodate the Mobility Authority's staff at the TxTag Ridgepoint CSC, TxDOT will be incurring costs for the buildout of approximately 74.76 square feet of walled office space that includes a payment window, two-way speakers, a commercial door with push bar panic device lock, desk areas and a security badge reader; and

WHEREAS, in order to reimburse TxDOT for costs incurred for the buildout at the TxTag Ridgepoint CSC, the Executive Director recommends that the Board approve an interlocal agreement with TxDOT in an amount not to exceed \$60, 633.98 and in the form or substantially same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the proposed interlocal agreement to reimburse TxDOT for costs incurred for the buildout required to accommodate Mobility Authority staff at the TxTag Ridgepoint CSC is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the interlocal agreement on behalf of the Mobility Authority in an amount not to exceed \$60, 633.98 and in the form or substantially same form as Exhibit A hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 14th day of December 2022.

Submitted and reviewed by:	Approved:	
James M. Bass	Robert W. Jenkins, Jr.	
Executive Director	Chairman, Board of Directors	

Exhibit A

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:			
· · · · · · · · · · · · · · · · · · ·	TxDOT Local Government		
II. PURPOSE: Reimburse TxDOT for the office space build TxDOT will share this office space with the Local Government			
III. STATEMENT OF SERVICES TO BE PERFORMED : To described in Attachment A , Scope of Services.	xDOT will undertake and carry out services		
IV. CONTRACT PAYMENT: The total amount of this contr to the provisions of Attachment B , Budget. Payments shall			
V. TERM OF CONTRACT: This contract begins when fully November 1, 2023. or when otherwise terminated as provide			
VI. LEGAL AUTHORITY: THE PARTIES certify that the services provided under this clegal authority of the Contracting Parties.	contract are services that are properly within the		
The governing body, by resolution or ordinance, dated Government to obtain the services described in Attachmen			
This contract incorporates the provisions of Attachment A, Attachment C, General Terms and Conditions, Attachmen Location Map Showing Project.			
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY			
By James Bass Executive Director	Date		
FOR THE STATE OF TEXAS Executed for the Executive Director and approved for the Te and effect of activating and/or carrying out the orders, estab approved and authorized by the Texas Transportation Common	lished policies or work programs heretofore		
Rv	Date		

Kenneth Stewart

Director of Contract Services

ATTACHMENT A

Scope of Services

- I. The Local Government shall reimburse TxDOT for all labor, materials and supplies for the office space build out at the Toll Operations Center (TOC) located at 2420 Ridgepoint Drive, Austin Tx. 78754. The 74.76 Sqft walled office space build out will match existing office design and finish. The office space build out will include, but not limited to, the following:
 - Commercial door with push bar panic device locks
 - Tempered glass service windows with two-way speakers
 - Finish and paint
 - Desk areas
 - Additional lighting and electrical outlets
 - Security badge reader
- II. The Local Government shall not make any modifications to the shared office space or place any signage without prior written TxDOT approval. This includes prior, during and after the completion of the build out.
- III. Post-build out adjustments may be requested by TxDOT or the Local Government. Adjustments will be approved by TxDOT.
- IV. Local Government shall have the right to inspect the work and determine it has been performed as agreed prior to making any payment due under this Interlocal Agreement.

ATTACHMENT B

Budget

The Local Government shall reimburse the actual cost to TxDOT for the office space build out which shall not exceed \$60,633.98. TxDOT will invoice the Local Government on a monthly basis as TxDOT is billed for the build out.

The office space build out estimated cost detail is as follows:

Description	Cost
Standard Office Build Out	\$35,511.00
Two-Way Speaker	\$3,645.32
Security System Readers	\$1,372.00
Post-Build Out Adjustments	\$10,000.00
Total	\$50,528.32
20% Markup from TxDOT Contractor	\$10,105.66
Not to Exceed Budget	\$60, 633.98

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:

Local Government:	Central Texas Regional Mobility Authority Director of Operations 3300 North Interstate 35 Suite #300 Austin, Texas 78705
TxDOT:	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 Showing Project





