



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 13, 2017  
AGENDA ITEM #7

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Approve Amendment No. 7 to the agreement  
with Gila Corporation, d/b/a/Municipal  
Service Bureau for violation processing  
and collection services

Strategic Plan Relevance: Regional Mobility  
Department: Operations  
Contact: Tracie Brown, Director of Toll Operations  
Associated Costs: 12% of each Pay By Mail toll collected plus  
administrative fees where applicable; \$0.045 per  
transaction image accurately processed  
Funding Source: Toll Revenues  
Action Requested: Consider and act on draft resolution

Summary:

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, 2018. Article 3 of that Agreement specifically states that the expiration date may be extended "upon the agreement of both parties."

The proposed amendment extends the Agreement for a period of 12 months to allow for transition to a new Pay By Mail billing process. All other terms and provisions of the Agreement remain in place.

Backup Provided: Draft resolution  
Draft Agreement

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

**RESOLUTION NO. 17-0XX**

**APPROVE AMENDMENT NO. 7 TO THE AGREEMENT WITH GILA LLC, d/b/a MUNICIPAL SERVICES BUREAU FOR VIOLATION PROCESSING AND COLLECTION SERVICES**

WHEREAS, by Resolution No. 07-071, dated December 7, 2007, the Board of Directors (“Board”) authorized the Executive Director to finalize and execute 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") through January 14, 2013; and

WHEREAS, by Resolution No. 12-037, dated May 30, 2012, and Resolution No. 15-030, dated May 27, 2015 the Board approved Amendment Nos. 5 and 6, respectively, extending the Agreement with MSB to January 14, 2018; and

WHEREAS, by Resolution No. 17-014, dated March 29, 2017, the Board authorized and directed the Executive Director to develop and issue a request for proposals for Pay By Mail, violation processing, collection and customer services agreement; and

WHEREAS, pursuant to the Board’s direction, the Mobility Authority has conducted a procurement for a vendor to administer a new Pay By Mail program, including violation processing, collection and customer service functions; and

WHEREAS, in order to maintain uninterrupted services and provide an orderly transition to the new Pay By Mail program, the Executive Director has determined it is in the best interests of the Mobility Authority to extend the Agreement with MSB to January 14, 2019, with the option to terminate the Agreement earlier if the services are no longer needed; and

WHEREAS, the Executive Director recommends that the Board approve Amendment No. 7 to the Agreement in the form or substantially the form as is attached hereto as Exhibit A to extend the term of the Agreement to January 14, 2019.

NOW THEREFORE, BE IT RESOLVED that proposed Amendment No. 7 to the Agreement with Gila LLC, d/b/a Municipal Services Bureau is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute Amendment No. 7 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 13<sup>th</sup> day of December 2017.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Geoffrey Petrov, General Counsel

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

**AMENDMENT NO. 7 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 January 15, 2018, 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. 17-\_\_\_\_\_, dated December 13, 2017, the parties to this Amendment No. 7 agree as follows:

ARTICLE 3 (TIME OF PERFORMANCE) of the Agreement is hereby amended to read in its entirety as follows:

**ARTICLE 3  
TIME PERFORMANCE**

The term of this Agreement shall be eleven (11) years, commencing January 15, 2008, and concluding January 14, 2019 (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.

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