

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

RESOLUTION NO. 10-25

**Second Amendment to Agreement for Violation Processing
and Debt Collection Services with Municipal Services Bureau**

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et. seq.* (the “RMA Rules”); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, in Resolution No. 07-55, dated August 29, 2007, the Board of Directors recognized the need for toll transaction processing services for CTRMA projects; and

WHEREAS, in Resolution No. 07-71, dated December 7, 2007, following the issuance of a request for proposals and review of the responses thereto in accordance with the CTRMA’s procurement policies, the CTRMA Board of Directors authorized and approved of the retention of Gila Corporation, d/b/a Municipal Services Bureau (“MSB”) to provide toll transaction processing services to the CTRMA; and

WHEREAS, effective January 15, 2008, the CTRMA executed an Agreement for Violation Processing and Debt Collection Services with MSB (the “Agreement”), which was subsequently amended effective October 1, 2008; and

WHEREAS, other regional mobility authorities in the state have expressed an interest in entering into interlocal agreements by which the CTRMA would provide them with toll transaction processing services using the expertise of the CTRMA and its staff and consultants, including without limitation MSB; and

WHEREAS, the CTRMA believes that the provision of such services to other regional mobility authorities is an efficient use of resources, allows the CTRMA to provide valuable support for other similar toll authorities, and would mutually benefit the CTRMA and the other authorities involved; and

WHEREAS, the transition from cash to all electronic toll collection necessitates certain changes in the rates paid to MSB for violation processing services under the Agreement; and

WHEREAS, the CTRMA desires to approve a Second Amendment to the Agreement with MSB, in the form or substantially the same form attached hereto as Attachment “A”, to revise certain rates paid to MSB for violation processing services and to explicitly authorize the provision of

toll transaction processing services on behalf of the CTRMA to other regional mobility authorities outside of the CTRMA's jurisdictional area subject, in each instance, to approval by the Board of Directors.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the Second Amendment to the Agreement with MSB in the form or substantially the same form as Attachment "A"; and

BE IT FURTHER RESOLVED, that the Second Amendment to the Agreement with MSB and any change orders or other documentation necessary to give effect thereto may be finalized and executed by the Executive Director on behalf of the CTRMA and that the Agreement may be further amended from time to time as deemed necessary by the Board of Directors.

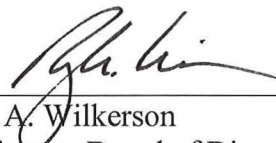
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March, 2010.

Submitted and reviewed by:

Approved:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-25
Date Passed 03/31/10

ATTACHMENT "A"
To
Resolution No. 10-25
Second Amendment to Agreement with MSB

**SECOND AMENDMENT TO
AGREEMENT FOR VIOLATION PROCESSING AND DEBT COLLECTION
SERVICES
BY AND BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
GILA CORPORATION, d/b/a MUNICIPAL SERVICES BUREAU**

This Second Amendment (this "Amendment") to the Agreement for Violation Processing and Debt Collection Services dated effective January 15, 2008, as amended on October 1, 2008 (the "Agreement") by and between Central Texas Regional Mobility Authority ("CTRMA") and Gila Corporation, d/b/a Municipal Services Bureau ("MSB") is made for the purpose of amending Article I and Appendix B of the Agreement.

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. 10-25, dated March 31, 2010, Article I of the Agreement is amended as described below:

Article I of the Agreement is amended by adding a new second paragraph to read as follows:

At the request of the CTRMA, the Consultant may be asked to provide any or all of the Services described in this Agreement to other regional mobility authorities in the state through intergovernmental agreements to which the CTRMA may be a party. In the event that the Consultant is asked to provide Services to other regional mobility authorities, the provision of the Services shall be governed by the terms of this Contract, including, without limitation, the Scope of Services set forth in Appendix A, subject to mutually agreed upon revisions, if necessary, to reflect specific circumstances of the authority and/or project for which the services are being provided. Unless otherwise agreed to by the parties, the Consultant shall provide other regional mobility authorities to which it provides Services pursuant to this Agreement with the same reports and access to the violation database that it is required to provide to the CTRMA. The provision of Services to other regional mobility authorities may entail the provision of Services for projects that are not part of the CTRMA Turnpike System, are located outside the jurisdiction of the CTRMA, and are not owned or operated by the CTRMA.

In accordance with the provisions of Appendix B of the Agreement regarding periodic review and adjustment of the Rates paid to MSB under the Agreement, the Schedule of Rates under the Agreement is hereby amended so that the table setting forth the amount MSB is to receive for each violation process item reads in its entirety as follows:

Violation process item	Amount Consultant receives for each paid item
Video bill (Pay by mail)	16% 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
Court packets	\$75.00 flat fee per packet requested

Image review

\$0.07 per image accurately processed

Effective Date of Amendment: Except as otherwise specified above, this Amendment shall be effective as of March 31, 2010.

Except to the extent modified herein, all terms and conditions of the Agreement are hereby ratified and shall continue in full force and effect as originally set forth therein.

**Central Texas Regional Mobility
Authority**

By: *[Signature]*

Title: *Executive Director*

Date: *10-22-10*

**Gila Corporation, d/b/a Municipal Services
Bureau**

By: *[Signature]*

Title: *CEO*

Date: *9/28/10*