

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

RESOLUTION NO. 11-127

**APPROVING AN INTERLOCAL AGREEMENT WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION RELATING TO ACCESS BY
CTRMA TO THE TXDOT CUSTOMER SERVICE CENTER/VIOLATION
PROCESSING CENTER ACCOUNT MANAGEMENT SYSTEM.**

WHEREAS, by previous agreement with the Texas Department of Transportation (“TxDOT”), the Central Texas Regional Mobility Authority (the “Authority”) may access and use the Customer Service Center/Violation Processing Center Account Management System maintained and operated by TxDOT in connection with the TxTag transponder system for the purpose of resolving customer issues common to the Authority and TxDOT; and

WHEREAS, a new interlocal agreement attached as Attachment “A” to this resolution has been negotiated by TxDOT and the Authority to establish terms and conditions by which TxDOT will continue to allow the Authority to access that customer account management system; and

WHEREAS, the proposed interlocal agreement requires that the Authority provide a Board resolution to approve the interlocal agreement.

NOW THEREFORE, BE IT RESOLVED that the proposed interlocal agreement with TxDOT is approved; and

BE IT FURTHER RESOLVED that the proposed interlocal agreement in the form or substantially the same form as Attachment “A” may be finalized and executed by the Executive Director on behalf of CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of September, 2011.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 11-127
Date Passed 09/28/11

Attachment “A”

**Interlocal Agreement with
the Texas Department of Transportation**

[shown on the following 5 pages]

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: Provide “Read Only” access by CTRMA to TxDOT’s Customer Service Center/Violation Processing Center (CSC/VPC) account management system for the purpose of resolving customer issues common to both Parties.

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 \$0.00 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 five (5) years from the date of execution 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 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, and **Attachment C**, General Terms and Conditions, and **Attachment D**, Resolution or Ordinance.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
 AUTHORIZED SIGNATURE

Typed or Printed Name and 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 _____
 Janice Mullenix
 Director of Contract Services

ATTACHMENT A

Scope of Services

I. RECITALS

This agreement will be in full force and effect when approved by each party. It is understood by the Parties that this document will be revisited as necessary by mutual agreement to ensure that it reflects the current agreements and understandings of the participating agencies.

II. DEFINITIONS

1. **Customer Service Center (CSC)** – The customer service center to be operated by TxDOT that distributes TxTag Transponders, supports the TxTag customers and processes transactions and violations as identified.
2. **TxTag** – The trademark registered by the North Texas Tollway Authority and licensed for use by TxDOT for branding TxDOT's Electronic Toll Collection (ETC) Program.

III. SYSTEM ACCESS

1. TxDOT will allow read-only access to the TxTag CSC account management system by one (1) identified CTRMA designee, and one (1) identified backup designee. User access information will be provided after each designee is identified and the system access request form and process are completed.
2. CTRMA will access the customer account management system through one (1) identified computer that is permanently located at CTRMA's main office in Austin, Texas. The CSC account management system will not be accessed by any other computers located within or outside of CTRMA's specified Austin office.
3. Access will not be used by any non-CTRMA employee, including CTRMA contractors or consultants.
4. CTRMA will use CSC system access to exclusively obtain information on TxTag accounts with CTRMA transactions.
5. TxDOT will provide training and support for CTRMA during the CSC's normal hours of operation.
6. TxDOT will conduct periodic audits of CTRMA's access usage; CTRMA acknowledges that non-compliance with the system access restrictions listed herein will result in the immediate removal and denial of CSC system access.

ATTACHMENT B

Budget

TxDOT intends to provide System Access to CTRMA at no cost to CTRMA. To the extent that CTRMA requests any modifications or supplements to TxDOT policies, CTRMA agrees to reimburse TxDOT for reasonable costs of implementing any modifications or supplemental business practices.

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.

ATTACHMENT D
Resolution or Ordinance

Resolution is attached behind this cover page.