

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

RESOLUTION NO. 12-005

**APPROVING AN INTERLOCAL AGREEMENT WITH THE NORTH TEXAS
TRANSPORTATION AUTHORITY, THE TEXAS DEPARTMENT OF
TRANSPORTATION, AND THE HARRIS COUNTY TOLL ROAD AUTHORITY
TO PROVIDE FOR CONTINUING MAINTENANCE OF
THE INTEROPERABILITY HUB SYSTEM.**

WHEREAS, pursuant to an interlocal agreement by and between the Central Texas Regional Mobility Authority, the North Texas Tollway Authority (“NTTA”), the Harris County Toll Road Authority (“HCTRA”), and the Texas Department of Transportation (“TxDOT”) (the “Interoperable HUB Maintenance ILA”), NTTA provides maintenance services for the Interoperable Toll Transaction HUB needed to ensure continuation of toll interoperability among the parties; and

WHEREAS, the Interoperable HUB Maintenance ILA expired on January 15, 2012; and

WHEREAS, the Executive Director recommends that the Interoperable HUB Maintenance ILA be renewed under the terms and conditions shown on the proposed interlocal agreement provided by TxDOT and attached to this resolution as Attachment A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes and approves the proposed interlocal agreement between CTRMA, NTTA, HCTRA, and TxDOT for maintenance services for the Interoperable Toll Transaction HUB, in the form or substantially the same form attached to this resolution as Attachment A; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute on behalf of CTRMA the proposed interlocal agreement in the form or substantially in the form attached as Attachment “A” to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January, 2012.

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: 12-005
Date Passed: 1/25/12

ATTACHMENT "A" TO RESOLUTION 12-005
INTERLOCAL AGREEMENT WITH NTTA, TxDOT, & HCTRA

[on the following 11 pages]

**Interlocal Agreement
Contract Services Transmittal Form**

From: Toll Operations Division (District/Division/Office)	Contact Person: Rosa Lee Phone No.: 512-936-4144
Subject: Toll Operations – Interoperable Toll Transaction HUB Maintenance Agreement.	
Other Entity North Texas Tollway Authority (NTTA), Central Texas Regional Mobility Authority (CTRMA) Harris County (HCTRA)	Contract Maximum Amount Payable \$70,000
Are any federal funds used in this contract? No	
Is the other party to this contract a county? Yes <input checked="" type="checkbox"/> No _____ Does this contract involve the construction, improvement, or repair of a building or road? Yes _____ No <input checked="" type="checkbox"/> If the answer to both questions is yes, a resolution from the commissioners court must be included as Attachment D.	
Was the standard interlocal or amendment format modified? Yes _____ No <input checked="" type="checkbox"/> If modified, date of Contract Services approval: _____ Modifications made are as follows:	

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:

Texas Department of Transportation	TxDOT
North Texas Tollway Authority	NTTA
Central Texas Regional Mobility Authority	CTRMA
Harris County	HCTRA

II. PURPOSE: Toll Operations – Interoperable Toll Transaction HUB Maintenance Agreement.

III. STATEMENT OF SERVICES TO BE PERFORMED: The NTTA 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 **\$70,000** and shall conform to the provisions of **Attachment B**, Time and Material Rate Sheet. The parties intend for each of them (including the NTTA) to bear one-fourth of such amount. Therefore, the amount payable to NTTA under this contract shall be **\$52,500 (TxDOT, CTRMA and HCTRA each will pay equal portion of the total or \$17,500 each)**. This will be a one-time payment, which shall be payable upon the full execution of this contract by all parties.

V. TERM OF CONTRACT: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties and terminates on January 15, 2013, or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY: THE CONTRACTING PARTIES certify that the services provided under this contract are services which are properly within the legal authority of the Contracting Parties

The governing body, by resolution or ordinance dated July 25, 2007, has authorized the Local Government (NTTA) to execute this Interlocal Agreement.

The governing body, by Resolution _____ dated _____, has authorized the Local Government (CTRMA) to execute this Interlocal Agreement.

The governing body, by resolution or order dated _____, has authorized the Local Government (HCTRA) execute this Interlocal Agreement.

This contract incorporates the provisions of Attachment A, Scope of Services, Attachment B, Time and Material Rate Sheet, Attachment C, General Terms and Conditions, and Attachment D, Resolution or Ordinance.

NORTH TEXAS TOLLWAY AUTHORITY

By _____ Date _____
 AUTHORIZED SIGNATURE

 Typed or Printed Name and Title

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
 AUTHORIZED SIGNATURE

 Typed or Printed Name and Title

HARRIS COUNTY

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

The Interoperable Toll Transaction HUB (“IOPHub”) comprises databases and software used to store and distribute information concerning (1) transponders and transponder-based toll transactions and (2) license plates and certain license-plate-based toll transactions to the Texas toll authorities that are the parties to this contract (each, a “party”; collectively, the “parties”). Transponders are referred to in this contract as “tags.” The IOPHub provides a common interface and location through which lists of valid tags are received from each party that issues tags and are distributed to the other parties to this contract; the IOPHub also provides a common interface and location by and through which a tag-based toll transaction recorded at the facility of a toll authority that is not the issuer of the tag is transmitted from that “visited authority” and is sent to the party that issued the tag in question (the “home authority”) for processing and posting to accounts. The IOPHub also provides a common interface and location through which lists of license plates of vehicles that are associated with an account established with a party are received from that party and are distributed to the other parties. (The party with whom the account is established is a home authority with respect to such license-plate-based transactions). When such a vehicle passes through a party’s toll facility without a tag, the information regarding the transaction is sent to the vehicle’s home authority for processing and posting to accounts.

The North Texas Tollway Authority (“NTTA”) will provide the following services for system maintenance of the IOPHub:

1. NTTA support will provide production system daily application checks, review of daily system monitoring emails, system log and status review, and database/application monitoring to verify the production application and database are operating as intended and/or identify potential issues for address.
2. On a quarterly basis, preventative, predictive and routine maintenance on both the database and application as required in conjunction with any quarterly application and database maintenance releases for bug fix and patches will be performed. Archive, backup, restore and purge procedures, in addition to database reorganization, tuning, index rebuild and optimization, are also performed quarterly.
3. As required, issue resolution escalated from Level 1 Support, technical troubleshooting and application code correction and updates to identify and remediate system issues are a component of level 2 and 3 support. This includes developer and architect support as required to identify the issue and corrective actions required to resolve.
4. Pre-Production, Test and Development environment support will also be provided as required for developer testing and customer User Acceptance Testing (UAT).

Service Levels

As used throughout this contract, “commercially reasonable efforts” means good faith efforts that are consistent with those generally accepted as standard and reasonable in the software maintenance industry for satisfaction of performance requirements substantially similar to those set forth in this contract.

NTTA will perform preventive, predictive, corrective, and emergency maintenance service on the software and databases comprising the IOPHub. NTTA understands the mission critical nature of the IOPHub systems and will use commercially reasonable efforts to meet or exceed availability and reliability metrics that are consistent with the historical baselines that have been established since the implementation of the IOPHub in 2006. The parties acknowledge and agree that the hardware and network availability required for the operation and maintenance of the IOPHub are the responsibility of others, and that the NTTA has no obligations with respect to such items. However, NTTA will cooperate with the other parties to this contract and their respective vendors to troubleshoot and repair issues promptly.

The performance and service levels specified below are based on the parties’ current understanding of system capabilities. The parties agree that these levels will be monitored and reviewed periodically by NTTA to make sure that they are reasonable and fair to all parties and that they represent the levels that are suitable for proper expected operation of the IOPHub system.

Support Levels are defined as:

- Level 1 Support – Help Desk Support and Issue Triage
 - Central point of contact
 - Dedicated staff trained in problem resolution
 - Open / Close help desk tickets for reported issues
 - Answer & resolve basic system questions / issues
 - Problem screening – determine if reported issue is IOPHub issue
 - General application administration
 - User management
 - Roles management
 - Password management
 - Issue triage
 - Priority level assignment
 - Issue routing
 - Tracking system documentation
 - Track and report issue through resolution
- Level 2 Support – Application and Database Maintenance / Issue Analysis and Resolution
 - Daily application checks
 - Daily system log and status review and follow-up
 - Database monitoring and maintenance
 - Application monitoring and maintenance
 - Issue resolution escalated from Level 1 Support
 - Technical troubleshooting
- Level 3 Support – Application and Database Optimization / Escalated Issue Analysis and Resolution
 - Quarterly Application & Database maintenance releases (Bug Fix and Patches)
 - Perform preventative, predictive, routine and corrective maintenance
 - Data archive, backup, restore and purge
 - Quarterly Database reorganization, tuning, index rebuilds, log file purging
 - Quarterly Database optimization
 - Production, Pre-Production, Test and Development environment support
 - Developer and Architect support for escalated issues from Level 2 Support
 - Application code correction and updates

NTTA shall use commercially reasonable efforts to meet annual availability requirements for the following elements of the IOPHub system for unplanned and unapproved downtime:

- IOPHub Application and Database System: 99.0% Availability (87.6 hrs max annual downtime)
- IOPHub File Transfer Protocol (FTP) Services: 99.0% Availability (87.6 hrs max annual downtime)

NTTA shall also use commercially reasonable efforts to meet minimum application performance requirements for the following elements of the IOPHub system; however, it should be noted that there are currently no automated means available to measure current performance levels (system performance may also be affected by system hardware and network connectivity):

- Web Application Response - 10 seconds or less
 - NOTE: Application response is measured from the time that a user invokes action on a web page to the time when the page is fully loaded with the result and is ready for another action.
- Standard Directory Listing Command – 120 seconds or less
 - NOTE: Directory listings are generally invoked as part of the scripting process used to transfer files via FTP. These commands are generally a representation of the system hardware, file

storage input/output (I/O), and/or network response and not of the database performance or software application.

- Report Execution Time:
 - Detail Data Reports shall return data for monthly period (approximately 30 days) within ten (10) minutes
 - Summary Data Reports shall return data for monthly period (approximately 30 days) within two (2) minutes

NOTE: Report performance is heavily dependent on the number of rows being scanned and the number of rows being returned. The parties acknowledge and agree that recent experience has shown that the report performance will degrade sharply once the capacities of the report server (CPU, Memory, or I/O) are reached, and that NTTA has no responsibility to ensure that adequate capacities are maintained.

Priority Levels

Priority level assignments are assigned to incoming reported issues. These assignments provide the criticality or severity of the issue which in turn dictates the response and repair times. The priority level assignments are detailed below:

- **Priority 1** – Any malfunction that result in the loss of revenue or data.
- **Priority 2** – Any malfunction that will degrade the system performance, but not the operational ability of the system.
- **Priority 3** – A degradation of a component or system that could lead to a malfunction.
- **Priority 4** – Informational requests only.

Response/Repair Levels

The following describes the expected response and repair times in terms of mean times calculated over a monthly period, i.e., mean-time-to-respond-and-repair (MTTRR). Response and repair times are calculated as follows: a) Response = from the recorded trouble ticket notification time to the time and acknowledgement to the ticket is provided, and b) Repair = time from the recorded response acknowledgement time to the recorded repair time. NTTA shall use commercially reasonable efforts to meet the following response and repair times:

Production System Response and Repair:

- **Priority 1**
 - 7 days a week
 - 2 hour response following notification
 - 4 hour repair following response
- **Priority 2**
 - Monday – Friday / 8am – 5pm
 - 4 hour response
 - 8 hour repair
 - All Other Times
 - 4 hour response
 - Next business day repair
- **Priority 3**
 - Monday – Friday / 8am – 5pm
 - 4 hour response
 - Next business day repair
 - All Other Times

- 4 hour response
- Next business day repair
- **Priority 4**
 - Next business day response
- **Non-Production Systems Response and Repair:**
 - Business days excluding holidays

NTTA Obligations

The parties acknowledge and agree that the NTTA's obligations under this contract are limited to its commercially reasonable efforts (as defined above) to achieve the availability and reliability metrics, availability requirements, and application performance requirements specified under "Service Levels" and the response and repair times specified under "Response/Repair" levels, and that the NTTA shall not be a default under this contract for its failure to achieve such metrics, requirements, or response and repair times, so long as the NTTA has made commercially reasonable efforts to do so. If the NTTA is determined to have persistently failed to have made such commercially reasonable efforts, any other party's sole and exclusive remedy shall be the right to withdraw from this contract and receive the NTTA's return of the consideration paid to it under this contract.

ATTACHMENT B Time and Material Rate Sheet

This Time and Material Rate Sheet provides Time and Material Costs through the expiration date of this agreement. Requests for additional Operational Support or Data Analytics beyond that defined and agreed to in Attachment A may be supported via a Time and Materials billing process at the rates listed below.

TITLE	COST PER HOUR
Helpdesk Technician	\$55
Technical Writer	\$85
Data Analyst	\$95
Quality Assurance	\$85
Business Systems Analyst	\$105
Developer	\$120
DBA	\$140
Project Planner	\$90
Project Manager	\$140

Additional support is foreseen to fall within one of the following six (6) categories:

Operational Support / Data Analytics

- a. Ad Hoc reporting – by request from member Authorities, we will develop and execute ad-hoc reports to provide additional data and/or analysis based on the request. We will work with the requesting authority to define the data and report requirements, work with development support as needed to develop/execute queries and formulate the data in a report type format for presentation. The reports will be maintained or provided to other member Authorities to benefit their operations and to generate future similar requests.
- b. Data requests – by request from member Authorities, we will develop and execute queries and provide analysis and investigation to support incoming data requests. We will work with the requesting authority to define the data requirements, work with development support as needed to develop/execute the related queries and formulate the data response. The queries will be maintained to facilitate future similar requests.
- c. Report verification and reconciliation – by request from member Authorities and to facilitate business process checks, we will conduct report verification and reconciliation as needed to verify a data request, reported system issue, advanced system/application question or transaction research.
- d. Advanced System / Application questions – Basic system and application questions such as role management and logins will be answered by the Help Desk. More advanced questions pertaining to business/processing logic, code development, database and system configuration will be facilitated with the Operational Support package.
- e. Daily end-to-end business process checks – The Operational Support package will include comprehensive review of daily system reports to ensure efficient operation of the IOPHub and file transfer/processing. These checks will include review of daily status emails, file transfer and processing logs, execution of queries to confirm operations and response to operational issues identified.
- f. Transaction research, investigation and reconciliation – Similarly defined within the previous sections, based on member requests or internal process checks and verifications, the Operational Support package will provide detailed transaction research, investigation and reconciliation. Based on the request or issue identified, this role will develop, coordinate and execute ad-hoc queries, reports and investigate other data as provided for by the system to respond to an inquiry or investigate an identified issue resulting from the business process checks and daily review.

ATTACHMENT C
General Terms and Conditions

Article 1. Additional Work

Additional services described on Attachment B – Time and Materials Rate Sheet, which the parties hereby agree are beyond the services specified in Attachment A - Scope of Services, may be requested by a party and/or offered by the NTTA, and if the NTTA agrees to provide any such additional services, such services shall be documented in a work authorization or Amendment executed by the NTTA and the requesting party, and the cost therefore shall be in accordance with Attachment B – Time and Materials Rate Sheet. All parties will be notified of the NTTA's agreement to provide such additional services, and each party shall have the option to approve or disapprove such services for that party's use. The cost of the additional services shall be the responsibility of each party that approves the additional services. The parties acknowledge and agree that certain deliverables produced under a work authorization for additional services may be useful to and used by a party that does not expressly approve and/or share in the costs of such additional services.

Article 2. Conflicts Between Agreements

In the event of conflict between this contract and the Interoperability of Toll Collection Systems ("IOP ILA") dated December 13, 2007, the terms described in the IOP ILA shall carry.

Article 3. Disputes [Intentionally omitted]**Article 4. Ownership of Equipment**

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by NTTA under this contract shall be owned by NTTA.

Article 5. Termination and Options to Renew

(a) This contract terminates at the end of the contract term, or upon written agreement of all the parties. At any time during the term of this contract, any party may notify the NTTA, and the other parties, that such party no longer desires for NTTA to provide services under this contract. Such notice shall constitute a notice of termination of this contract and also notice of the party's intent to terminate its participation under that certain Interlocal Agreement among the parties having an effective date of December 13, 2007, regarding the interoperability of toll collection systems (the "IOP ILA"). As provided in Section 4 of Attachment A to the IOP ILA, termination of the IOP ILA and this contract shall be effective 120 days after such notice is given. NTTA shall cease providing services under this contract simultaneously with termination of the IOP ILA. Likewise, a party's termination of its participation under the IOP ILA will be deemed to be that party's election to terminate its participation under this contract, which will be effective simultaneously with termination of the IOP ILA. A party's termination of services under this contract shall not relieve the party from its obligation to pay all amounts for which it is obligated hereunder through the end of the then-current term of this contract and no amounts will be prorated or otherwise reduced as a consequence of such termination.

(b) This contract is subject to four (4) consecutive renewal options of one (1) year each, which shall be exercisable on the following terms and conditions. Any party to this contract (other than the NTTA) that desires to exercise a renewal option shall provide written notice to all other parties of its intent to exercise its option at least ninety (90) days before the expiration of the initial term or renewal term, as applicable, then in effect. Within thirty (30) days following its receipt of notice of a party's intention to renew, the NTTA shall notify in writing all of the parties to this contract: (1) whether it is willing to continue to provide the services under this contract during the proposed renewal term (which the NTTA shall determine in its sole and absolute discretion), and (2) if so, the total fee that the NTTA will charge to provide the services during the proposed renewal term. The parties agree that the total fee will be a flat fee that will not be adjusted if fewer than all of the parties to this contract elect to exercise a renewal option. All of the renewing parties (including the NTTA) agree to allocate responsibility for the total fee equally among themselves, and each party shall be liable only for payment of its allocated share of the total fee. The NTTA agrees that the total fee will not be more than its actual cost to provide the services (which shall include, but shall not be limited to, actual costs paid by the NTTA to its consultants to provide the services). If additional toll agencies become parties to this contract during the renewal term, the NTTA may increase the total fee during such term to account for actual increased costs attributable to the increased number of parties.

- (i) If the NTTA has given notice of its willingness to continue providing services during the proposed renewal term, then not less than thirty (30) days before the expiration of the then-current term, each

party shall provide written notice to each other party of its election to exercise or decline to exercise, as applicable, its option to renew this contract for the renewal term for the total fee specified by the NTTA. A party's failure to provide timely notice of its intention to renew shall be deemed to be such party's election not to renew this contract. (NTTA's notice that it is willing to continue to provide the services under this contract during the proposed renewal term shall be deemed notice of its election to exercise its renewal option.)

- (ii) If all of the parties to this contract timely exercise their renewal options, then this contract shall be automatically extended for the next renewal term with respect to all parties. The fee payable to the NTTA shall be effective as of the first day of such renewal term, and each party's allocated share of such fee shall be payable not less than fifteen (15) days after the first day of the renewal term.
- (iii) If fewer than all of the parties to this contract timely exercise their renewal options, (A) the parties that exercised their renewal options will consult with each other regarding their desire to renew this contract notwithstanding that one or more other parties elected not to exercise its renewal option, and (B) this contract shall automatically be terminated at the expiration of the then-current term unless not less than seven (7) days before the end of the then-current term, a party provides written notice to the NTTA expressly ratifying such party's election to exercise its renewal option for the next renewal term. If a party provides such ratification, then this contract shall automatically extended for the next renewal term with respect to the NTTA and to each of the other parties that provide such a ratification, the fee payable to the NTTA shall be allocated equally between each of the renewing parties and shall be effective as of the first day of such renewal term, and each renewing party's allocated share of such fee shall be payable not less than fifteen (15) days after the first day of the renewal term.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with the signatories to this contract may not make any offer of benefits, gifts, or favors to employees of any party to this contract.

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 contract.

Article 9. State Auditor's Provision; Audit Rights

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.

Furthermore, any party to this contract (an "auditing party") shall have reasonable rights to review and inspect the books and records of another party (an "audited party") that receives funds under this contract from the auditing party. Such audit shall be limited to a review of those books, records, and other materials that are reasonably required to ensure the audited party's compliance with obligations it owes under this contract to the auditing party.

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this contract on behalf of the entity represented.

ATTACHMENT D
Resolution or Ordinance

(Resolution or Ordinance are attached)