



August 28, 2024
AGENDA ITEM #4

Approve an interlocal agreement
with the Texas Department of
Transportation to co-locate personnel
at TxTag customer service centers

Strategic Plan Relevance:	Collaboration, Stewardship
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	\$0
Funding Source:	Not applicable
Action Requested:	Consider and act on draft resolution

Project Description/Background: To better serve the public, the Texas Department of Transportation and the Central Texas Regional 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: The proposed ILA also provides flexibility for the services to extend to TxDOT’s Ridge Point location near 290 and 183. Additional locations may be added if mutually agreed to by both parties. There is no direct cost to the Mobility Authority for these co-location services as the staff and equipment are provided by ViaPlus (formerly Cofiroute) under the Pay By Mail program support services agreement.

The ILA terminates on September 1, 2026. In June 2024 the Board approved a new ILA; however, the wrong forms were provided by TxDOT requiring the Board’s reconsideration of this item. There are no material changes to the ILA.

Previous Actions & Brief History of the Program/Project: The Mobility Authority Board of Directors approved a similar resolution in August 2022 which expires on September 1, 2024. **Financing:** Not applicable.

Staff Recommendation: Staff recommends approving this Interlocal Agreement with the Texas Department of Transportation to co-locate personnel for the purposes of serving the Mobility Authority's Pay By Mail customers.

Backup Provided: Draft resolution
Proposed Interlocal Agreement

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

RESOLUTION NO. 24-0XX

**APPROVING AN INTERLOCAL AGREEMENT WITH
THE TEXAS DEPARTMENT OF TRANSPORTATION TO CO-LOCATE PERSONNEL
AT TxTAG CUSTOMER SERVICE CENTERS**

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 Customer Service Center (CSC) to provide walk-up services to their respective customers; and

WHEREAS, the interlocal agreement between the Mobility Authority and TxDOT for co-located personnel expires on September 1, 2024 and both agencies wish to continue their co-location arrangement by entering into a new interlocal agreement at no cost to either agency; and

WHEREAS, at the June 26, 2024 Board Meeting a new interlocal agreement was considered and approved by the Board; and

WHEREAS, following the June 26, 2024 Board Meeting, TxDOT informed Mobility Authority staff that an incorrect version of the interlocal agreement had inadvertently been provided to the Board; and

WHEREAS, the Executive Director recommends that the Board reconsider the action taken in June 2024, and approve the corrected version of the interlocal agreement with TxDOT for the co-location of personnel at TxTag Customer Service Centers in the form or substantially same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the proposed interlocal agreement is hereby approved, and the Executive Director is authorized and directed to finalize and execute the interlocal agreement on behalf of the Mobility Authority 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 28th day of August 2024.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

Robert W. Jenkins, Jr.
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:

The Texas Department of Transportation	TxDOT
Central Texas Regional Mobility Authority	Local Government

II. PURPOSE: To better serve the public, the Texas Department of Transportation desires to share office space with the Local Government at locations managed by TxDOT.

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 on **September 01, 2026** 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 or ordinance, dated **August 28, 2024**, 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, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____

AUTHORIZED SIGNATURE

James Bass

TYPED OR PRINTED NAME AND TITLE

Title Executive Director

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 _____

Kenneth Stewart
Director of Contract Services

ATTACHMENT A

Scope of Services

- I. TxDOT will house representatives and equipment of the Local Government at locations managed by TxDOT. The Local Government will provide customer service to local government customers.
- II. Local Government shall respond to Local Government billing issues and any and all inquiries with their own equipment and back-office system.
- III. Local Government shall not operate outside of the hours of operations of TxDOT for all locations.
- IV. TxDOT reserves the right to add or delete locations under this contract. TxDOT will coordinate with the Local Government for locations to be added. TxDOT will provide ten business days written notice to the Local Government for locations to be deleted.
- V. Local Government representative(s) shall not be granted access to or use any TxDOT equipment or back-office system. TxDOT employee(s) will not be granted access to or use any Local Government equipment or Local Government back-office system.

ATTACHMENT B

Budget

No funds shall be exchanged under this agreement.

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 11 th Street Austin, Texas 78701

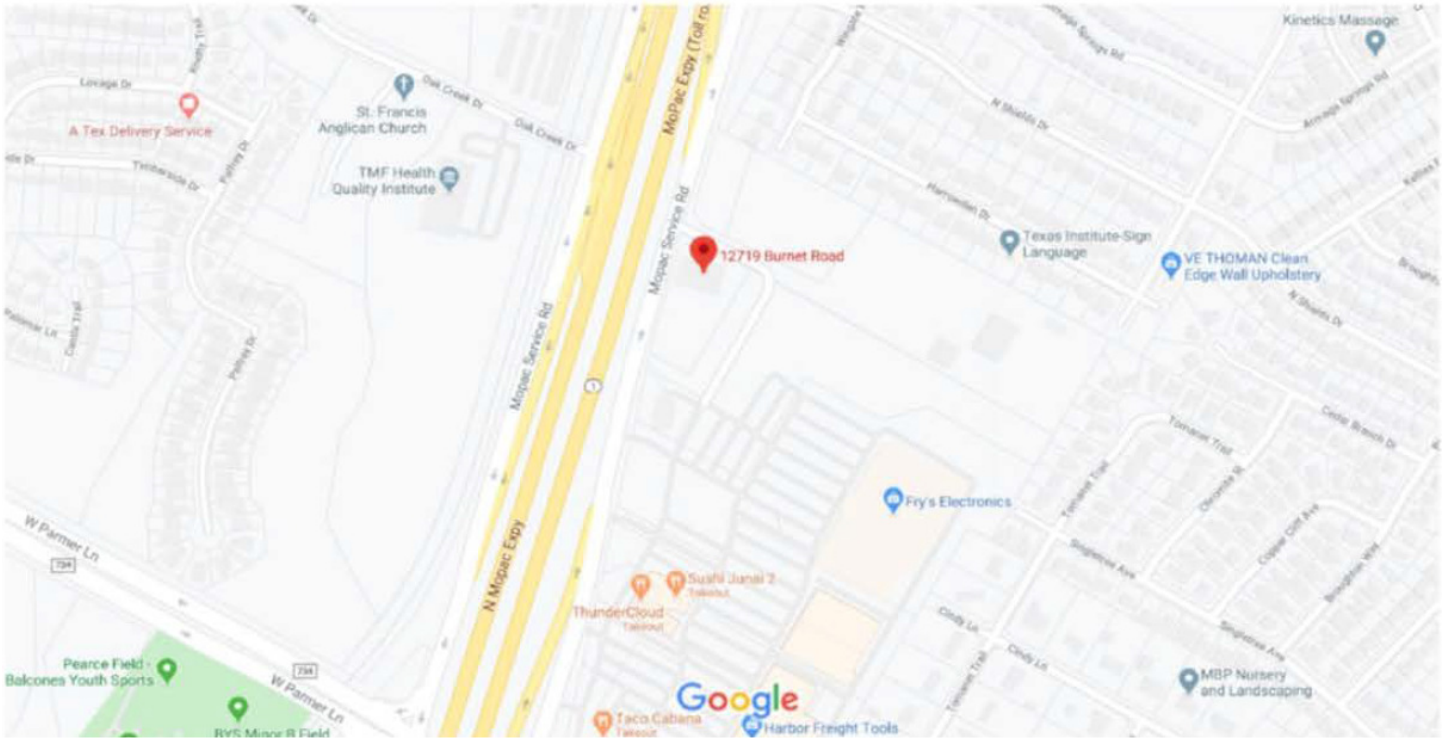
All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E

Location Maps Showing Project

Google Maps 12719 Burnet Rd
TOD-CSC





2420 Ridgepoint Dr

TOD-TOC

