



# MEMORANDUM

## Contract Services Transmittal Memo

**DATE:** March 28, 2013

**TO:** Linda Sexton

**FROM:** Luis Blanco

**SUBJECT:** Interlocal Agreement

Contract # 87-3X1F7001

CSS Log # 4990

Attached you will find:

- Fully Executed Interagency Agreement
- Partially Executed Interagency Agreement
- Fully Executed Interagency Amendment #1
- Partially Executed Interagency Amendment # \_\_\_\_\_
- Approval Form signed by Administration  Original  Copy  
Please retain as a permanent record in the contract folder.
- No additional amendments should be processed for time extensions on this contract. If required, a new contract should be processed.
- Other: \_\_\_\_\_
- Please keep a copy of the fully executed contract in your file of record. Return original contract to the other agency. Contract Services has kept one (1) original contract for the permanent file of record.

If you have any questions, please contact me at 512-416-4652.

Thank you



**ATTACHMENT A**  
**Scope of Services**

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**1. TRANSPONDER DISTRIBUTION AND TRANSFER OF FUNDS**

1.1 TxDOT will make TxTags available to customers in the region of toll 49 by customer service center, website, and mail.

1.2 TxDOT's contractor will capture and record transactions at the lane and transfer that data to a subcontractor. Payments for TxTag transactions will be made daily (Mon-Fri) to the subcontractor, with monthly reconciliation to show daily distributions.

1.3 TxDOT and the local government will agree to review, no less than quarterly, account activity information going to the subcontractor. In the event such review identifies a discrepancy, the discrepancy shall be promptly remedied to the satisfaction of both parties.

**2. CUSTOMER SERVICE STANDARDS**

2.1. The local government shall, at its own expense, conduct surveys of customers, who use toll facilities, concerning their customer service experiences. Such surveys will be shared and coordinated with TxDOT prior to conducting such surveys. Upon conclusion of the surveys, results will be provided to TxDOT. If requested by either party, TxDOT and Local Government will meet to identify any issues and the parties will work on a plan to promptly address and remedy those issues.

**3. CUSTOMER INFORMATION AND DISPUTES**

3.1 TxDOT will provide the local government customer account data including contact information for TxTag customers who use toll 49 segments 1, 2, 3A, and 5.. Subject to provisions of law, Local Government may use this information to conduct communication and marketing activities.

3.2 TxDOT and the local government will share customer account information only for the purpose of collecting tolls, the enforcement of toll violations, or as otherwise permitted by this Agreement or required by law.

3.3 Account information will not be disclosed to third parties without the customer's consent except as permitted by law and the policies of TxDOT. Customer account information provided to Local Government or TxDOT will be disclosed to third parties only if the intended use of the information is specifically related to work to be performed in accordance with the terms of this Agreement.

3.4 TxDOT and the local government will agree to a customer dispute resolution process. All data associated with each unresolved dispute will be sent to Local Government.

**4. TOLL MANAGEMENT SYSTEM MAINTENANCE**

4.1 TxDOT will continue to provide Toll Management System maintenance services to the Local Government until either the existing Toll Management System is replaced by the Local Government or at the expiration of the Project Segment Supplements as noted in Attachment B.

4.2 The local government shall give TxDOT notice 120 days before this contract terminates.

4.3 TxDOT will give 30 days to the local government to evaluate any proposed changes to this agreement. Upon the completion of this evaluation, Local Government and TxDOT shall meet to resolve any outstanding issues as requested by either Party.

4.4 The local government shall reimburse TxDOT in accordance with Attachment B, Toll System Maintenance Support, for the costs associated with maintaining the existing Toll Management System.

## **5. SYSTEM ACCESS**

5.1 TxDOT will allow read-only access to the TxTag Customer Service Center account management system by one (1) identified Local Government 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.

5.2 The local government shall have access to the customer account management system through one (1) identified computer that, if requested, will be permanently located at 909 ESE Loop 323, Suite 360 Tyler, TX 75701 or a location designated in writing by the Local Government. The Customer Service Center account management system will not be accessed by any other computers located within or outside of Local Government's specified office.

5.3 Access will only be allowed to designated Local Government employee and/or designated contracted personnel, unless otherwise specifically permitted, in writing, by TxDOT.

5.4 Local Government will use the Customer Service Center system access to exclusively obtain information on TxTag accounts with Local Government transactions.

5.5 TxDOT will conduct periodic audits of Local Government's access usage; Local Government acknowledges that non-compliance with the system access restrictions listed herein will result in the immediate removal and denial of Customer Service Center system access.

## **6. OPERATIONS**

**The following Services are to be provided by TxDOT to Local Government on an "as requested" basis.**

TxDOT agrees to provide a written estimate for additional work outside of the scope of this agreement. If agreed to, in advance of the work beginning, Local Government will reimburse TxDOT for reasonable costs actually incurred.

**ATTACHMENT B  
Toll Management System Maintenance Budget**

**Below is an estimated payment by the local government to TxDOT.**

<b>PSS#1 Tyler Segment 1 Maintenance</b>									
<b>Payments Due on Unit Price Basis (beginning APR 01, 2013 &amp; Ending APR 30, 2015)</b>									
Item	Quantity	Unit	Unit Price			Item Total			
			2013	2014*	2015*	2013	2014*	2015*	
1 Tolling Zone Maintenance	25	Per Month	\$18,470.51	\$18,470.51*	\$18,470.51*	\$166,234.59	\$221,646.12*	\$73,882.04*	
2 End of Term Maintenance Activities	1	Once	\$175,000.00			\$175,000.00			
<b>Total Due:</b>						<b>\$636,762.75</b>			
<b>PSS#12 Tyler Segment 2 Maintenance</b>									
<b>Payments Due on Unit Price Basis (beginning APR 01, 2013 &amp; Ending APR 30, 2015)</b>									
Item	Quantity	Unit	Unit Price			Item Total			
			2013	2014*	2015*	2013	2014*	2015*	
1 Tolling Zone Maintenance	25	Per Month	\$1,743.98	\$1,743.98*	\$1,743.98*	\$15,695.82	\$20,927.76*	\$6,975.92*	
<b>Total Due:</b>						<b>\$43,599.50</b>			
<b>PSS#15 Tyler Segment 3A &amp; 5</b>									
<b>Payments Due on Unit Price Basis (Anticipated to begin JUN 2013 &amp; End NOV 2015)</b>									
Item	Quantity	Unit	Unit Price			Item Total			
			2013	2014*	2015*	2013	2014*	2015*	
1 Tolling Zone Maintenance	30	Per Month	\$3,907.30	\$3,907.30*	\$3,907.30*	\$27,351.10	\$46,887.60*	\$42,980.30*	
<b>Total Due:</b>						<b>\$117,219.00</b>			
<b>GRAND TOTAL DUE:</b>						<b>\$797,581.25</b>			

**Note:** The Toll Zone Maintenance costs documented above are based on Fiscal Year 2013 pricing and is subject to escalation based on the Consumer Price Index (CPI) index, not to exceed 5% annually. Maintenance will be charged per the Maintenance Pricing tables in the respective PSS documents and in accordance with TxDOT's existing maintenance agreement.

## ATTACHMENT C General Terms and Conditions

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**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 as it pertains to TxDOT's existing maintenance agreement for the Toll Management System.

**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, and all equipment purchased by LOCAL GOVERNMENT under this contract (if any) shall be owned by LOCAL GOVERNMENT.

**Article 5. Termination**

This contract terminates at the end of the contract term, upon termination of the maintenance Agreements, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 120 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.

**Article 11.** All notices required under this Agreement, including account information for purposes of wiring funds, will be in writing and sent to:

TxDOT: TxDOT Division Director  
TxDOT Toll Operations Division  
125 East 11th Street  
Austin, TX 78701

Local Government: Interim Executive Director  
North East Texas Regional Mobility Authority  
909 ESE Loop 323  
Suite 360  
Tyler, TX 75701

All such notices will be deemed delivered upon the earliest of (i) actual physically receipted delivery, (ii) the next business day in the case of delivery by overnight mail or delivery, (iii) two (2) business days after deposit in the US Postal System if sent by first class mail; or (iv) upon acknowledged receipt by the recipient if sent by electronic mail.

**ATTACHMENT D**  
**DEFINITIONS**

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**Adjustment** — A financial transaction applied to an account that negatively or positively (debit or credit) modifies the account's balance. A toll Adjustment financially modifies a specific transaction (toll or violation) that was previously posted/paid on the account (and thus modifies the account's balance). An account Adjustment financially modifies the account balance directly (and is not related to a specific toll or violation transaction).

**Automatic Vehicle Identification** — A system consisting of an antenna and reader installed in a toll lane and a transponder mounted on a vehicle that allows for automatic identification of a vehicle as it passes through a properly equipped lane.

**Central Toll Repository Host** — The host computer for the Local Government toll collection system located in the computer room in the administrative headquarters building of the Central Texas Regional Mobility Authority (CTRMA) (or as otherwise located) that acts as the central depository for all Electronic Toll Collection data related to use of any facility within the Local Government System.

**Local Government System** — Any tolled roadway owned and/or operated by the Local Government or on behalf of the Local Government by any third party.

**Customer Service Center** — The customer service center that is operated by TxDOT that distributes TxTag Transponders, supports the TxTag customers and processes transactions as identified.

**Electronic Toll Collection** — A system of integrated devices and components that permits the automatic recording of vehicle transactions through electronic media in a toll revenue collections system.

**Home Authority** — An Authority that issues Transponders to patrons, owns and manages Accounts associated with those Transponders, and posts Transactions to those Accounts.

**Interoperable Authority** — An agency, company, or other business entity that must comply with the Interoperability Business Requirements and Interface Control Documents and be party to an agreement that allows for the settlement of interoperable transactions. This term is used when referring to either the Home or the Visited Authority.

**Interface Control Document** — The current mutually agreed upon document that specifies the file(s) transferred between two systems (i.e. Customer Service Center System and Toll Management System Host). The document specifies file naming, format, content, transfer timing and transfer protocol/process.

**Interoperability HUB** — The technical and procedural implementation of the Interoperability Inter-local Agreement.  
**Reconciled Transaction** — A transaction (toll or violation) that the Home Authority has provided a status (i.e. posted, rejected, etc.) to the Visited Authority for a transaction that the Home Authority received (from the Visited Authority) and processed.

**Toll Management System** – The toll system operated by Raytheon Company pursuant to the maintenance agreement entered into as part of the Statewide Open-Road Toll Collection System Agreement with TxDOT for Segments 1, 2, 3A, and 5 of Toll 49.

**Toll Revenue or Revenue** — Funds due or paid for posted transactions including Reconciled Transactions less Adjustments.

**Transponder** — A device placed on or within an automobile that is capable of transmitting and/or receiving information used to assess or collect tolls that results in recognizable vehicle identification for tolling purposes, either with TxDOT's Electronic Toll Collection program or with an interoperable third party. This includes, but is not limited to, a "TxTag Transponde."

**TxTag®** — The TxTag sticker is a thin device that goes on the inside of your windshield behind your rearview mirror. TxTag transponders are interoperable with other toll agencies throughout the state.

**Valid Transaction** — The data recorded by the passage of a vehicle equipped with an electronic TxTag Transponder (which is properly read by the Toll Management System and which has a valid status) through a tolling point.

**Visited Authority** — Any Authority, or its designated representative, that is not the customer's Home Authority. The Visited Authority is the entity where the transactions occur and that creates and sends the transactions to the Home Authority. The Visited Authority is responsible for paying the Transaction Fee to the Home Authority.

**Attachment E**  
**Resolution or Ordinance**

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**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE NORTH EAST TEXAS  
REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 13-04**

WHEREAS, the North East Texas Regional Mobility Authority ("NET RMA") was created pursuant to the request of Gregg and Smith 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 NET RMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, subsequent to the initial formation of the NET RMA the Counties of Cherokee, Rusk, Harrison, Upshur, Bowie, Panola, Wood, Cass, Van Zandt, and Titus joined the Authority and are represented on the Board of Directors; and

WHEREAS, the NET RMA is currently developing Segment 3B of the Toll 49 project (the "Toll 49 Segment 3B Project") through a design/build comprehensive development agreement ("CDA"); and

WHEREAS, additional segments of Toll 49 have been or are being developed by the Texas Department of Transportation ("TxDOT"), and Segments 1, 2, 3A, 3B, and 5 are collectively known as "Toll 49"; and

WHEREAS, in Resolution No. 11-14, dated March 4, 2011, the Board of Directors approved entry into a Project Development Agreement with TxDOT specifying the extent and timing of review of project design submittals, clarifying the ownership and use of right-of-way, and addressing other project-related issues with respect to Toll 49; and

WHEREAS, the Project Development Agreement provides that TxDOT will transfer Segments 1, 2, 3A, and 5 of Toll 49 (the "Transferred Segments") and those parcels owned by TxDOT located within the Toll 49 Segment 3B Project limits to the NET RMA upon Substantial Completion, as defined in the Project Development Agreement, of the Toll 49 Segment 3B Project; and

WHEREAS, following the transfer of the Transferred Segments, the NET RMA will be responsible for toll collection on the Transferred Segments; and

WHEREAS, TxDOT has previously entered into a Statewide Open-Road Toll Collection System Agreement with Raytheon Company ("Statewide Agreement") for the provision of toll collection services; and

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WHEREAS, NET RMA representatives and TxDOT staff have identified potential benefits of entering into an Interlocal Agreement pursuant to Chapter 771 of the Texas Government Code and Section 370.189 of the Texas Transportation Code pursuant to which TxDOT would provide the needed toll collection services to the NET RMA through the Statewide Agreement, and

WHEREAS, NET RMA representatives and TxDOT staff have identified potential funding sources to provide for the needed toll collection services which may require the submission to TxDOT of a Request for Financial Assistance pursuant to 43 Tex. Admin. Code § 27.50 *et seq.*, and

WHEREAS, NET RMA representatives recommend that the NET RMA negotiate and enter into an Interlocal Agreement with TxDOT and possibly submit a Request for Financial Assistance to secure and finance toll collection services for the Transferred Segments through the Statewide Agreement, the terms, scope and conditions of such Interlocal Agreement to be mutually agreed to by the NET RMA and TxDOT.

NOW THEREFORE, BE IT RESOLVED, that the NET RMA Board of Directors hereby approves the negotiation and execution of an Interlocal Agreement with TxDOT to secure certain toll collection services for the Transferred Segments through TxDOT, the terms, scope and conditions of such Interlocal Agreement to be mutually agreed to by the NET RMA and TxDOT; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Interim Executive Director to take such actions as may be necessary to negotiate and finalize an Interlocal Agreement with TxDOT and that such Interlocal Agreement may be executed by the Interim Executive Director upon its completion under the terms hereunder; and

BE IT FURTHER RESOLVED, that, in the event that NET RMA representatives determine it necessary, the Board of Directors approves the submission to TxDOT of a Request for Financial Assistance consistent with this Resolution and authorizes the Interim Executive Director to take such actions as are necessary to prosecute the Request for Financial Assistance and to negotiate the terms of a Financial Assistance Agreement which shall be subject to the approval of the Board of Directors.

Adopted by the Board of Directors of the North East Texas Regional Mobility Authority on the 22nd day of January, 2013.

Submitted and reviewed by:

Approved



C. Brian Cassidy  
General Counsel for the North East  
Texas Regional Mobility Authority



Linda Ryan Thomas  
Chair, Board of Directors  
Resolution Number 13-04  
Date Passed: 01/22/13

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ATTACHMENT F  
Location Maps Showing Project

