



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 11, 2018  
**AGENDA ITEM #4**

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Approve Amendment No. 8 to extend the agreement with Gila Corporation, d/b/a/Municipal Service Bureau for continued collection activities

Strategic Plan Relevance: Regional Mobility  
Department: Operations  
Contact: Tracie Brown, Director of Toll Operations  
Associated Costs: 12% of each Pay By Mail toll collected plus administrative fees where applicable; \$0.045 per transaction image accurately processed  
Funding Source: Toll Revenues  
Action Requested: Consider and act on draft resolution  
Summary:

The Mobility Authority's Agreement for Violation Processing and Debt Collection Services with Gila Corporation, d/b/a Municipal Services Bureau ("MSB") will currently terminate on January 14, 2019. The proposed amendment provides up to twelve (12) monthly renewal terms beginning January 1, 2019 to allow MSB to collect on bills issued before the program transitioned to Cofiroute USA, LLC, the new Pay By Mail service provider. In addition to any termination rights set forth in the Agreement, CTRMA may elect not to extend the term by one or more of the renewal months by providing thirty (30) days written notice to MSB prior to the end of the then current monthly renewal term. All other terms and provisions of the Agreement remain in place.

Staff recommends approval of this item.

Backup Provided: Draft resolution  
Draft amendment

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

**RESOLUTION NO. 18-0XX**

**APPROVE AMENDMENT NO. 8 TO THE AGREEMENT WITH GILA LLC, d/b/a  
MUNICIPAL SERVICES BUREAU FOR VIOLATION PROCESSING AND COLLECTION  
SERVICES**

WHEREAS, by Resolution No. 07-071, dated December 7, 2007, the Board of Directors ("Board") authorized the Executive Director to finalize and execute an Agreement for Violation Processing and Debt Collection Services effective January 15, 2008, (the "Agreement") with Gila Corporation, a Texas corporation subsequently converted to Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau ("MSB") through January 14, 2013; and

WHEREAS, by Resolution No. 17-065, dated December 13, 2017, the Board approved Amendment No. 7 extending the Agreement with MSB to January 14, 2019; and

WHEREAS, by Resolution No. 17-066, dated December 13, 2017, the Board awarded a contract for Pay By Mail, Violations Processing, Collections and Customer Service to Cofiroute, USA LLC; and

WHEREAS, in order to maintain uninterrupted services and provide an orderly transition to the new Pay By Mail program, the Executive Director has determined it is in the best interests of the Mobility Authority to extend the Agreement with MSB on a month to month basis until December 31, 2019; and

WHEREAS, the Executive Director recommends that the Board approve Amendment No. 8 to the Agreement in the form or substantially the form as is attached hereto as Exhibit A to extend the Agreement with MSB on a month-to-month basis until December 31, 2019.

NOW THEREFORE, BE IT RESOLVED that proposed Amendment No. 8 to the Agreement with Gila LLC, d/b/a Municipal Services Bureau is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute Amendment No. 8 in the form or substantially in the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 11<sup>th</sup> day of December 2018.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

**AMENDMENT NO. 8 TO  
AGREEMENT FOR VIOLATION PROCESSING  
AND DEBT COLLECTION SERVICES  
BETWEEN  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
AND  
GILA CORPORATION, d/b/a  
MUNICIPAL SERVICES BUREAU**

This Amendment is effective on January 1, 2019, and amends that certain Agreement for Violation Processing and Debt Collection Services Between Central Texas Regional Mobility Authority ("CTRMA") and Gila Corporation, d/b/a Municipal Services Bureau (the "Consultant" or "MSB"), dated to be effective January 15, 2008 (the "Agreement"), as that agreement has been subsequently amended.

Pursuant to the authority granted by the CTRMA Board of Directors in Resolution No. 18-\_\_\_\_\_, dated December 11, 2018, the parties to this Amendment No. 8 agree as follows:

ARTICLE 3 (TIME OF PERFORMANCE) of the Agreement is hereby amended to read in its entirety as follows:

**ARTICLE 3  
TIME OF PERFORMANCE**

- a. **Term.** The term of this Agreement shall commence on January 15, 2008 and continue until December 31, 2018 (the "Expiration Date"), subject to the earlier termination of this Agreement pursuant to Articles 4 or 5 below, or further extension by CTRMA as follows. The initial period of performance shall be from January 15, 2008 through December 31, 2018, and there shall be twelve (12) successive one (1) month renewal terms following the expiration of the initial period of performance. In addition to any termination rights set forth in this Agreement, CTRMA may elect not to extend the term by one or more of the renewal months by providing thirty (30) days written notice to Consultant prior to the end of the then current monthly renewal term. Upon expiration of the term, this Agreement shall terminate of its own accord. If at any time during the contract term the Consultant cannot provide the requested Services within the time required by the CTRMA or for any other reason, the Authority reserves the unilateral right to procure the Services from any other source it deems capable of providing those Services.
- b. **No Further Rights, Etc.** Except as provided in Article 35, termination of this Agreement as described in this Article 3 shall extinguish all rights, duties, obligations and liabilities of the Authority and the Consultant under this Agreement, and this Agreement shall be of no further force and effect, provided however, such termination shall not act to release the Consultant from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute.
- c. **No Further Compensation.** If this Agreement terminates as provided in this Article 3, no fees of any type shall thereafter be paid to the Consultant, provided that the Authority shall not waive any right to damages incurred by reason of the Consultant's breach thereof. The Consultant shall not receive any compensation for Services performed by the Consultant

after expiration of the term, and any such Services performed shall be at the sole risk and expense of the Consultant.

All other provisions of the Agreement, as amended, remain unchanged.

By their signatures below, CTRMA and the MSB evidence their agreement to the amendment set forth above.

GILA CORPORATION, d/b/a  
MUNICIPAL SERVICES BUREAU

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Mike Heiligenstein

Title: \_\_\_\_\_

Title: Executive Director