

Interlocal Agreement for The Triangle Regional Call Center

This Agreement is executed this 25 day of June, 2012 by and among the Research Triangle Regional Public Transportation Authority, d/b/a Triangle Transit Authority (hereinafter referred to as "TTA"), the City of Raleigh (hereinafter "Raleigh"), the City of Durham (hereinafter "Durham"), the Town of Cary (hereinafter "Cary") and the Town of Chapel Hill (hereinafter "Chapel Hill") (aforementioned cities and towns hereinafter collectively as "Municipalities"). The cities and towns and TTA may be individually referred to as "Party" and collectively referred to as "the Parties."

The Parties desire jointly to establish and operate a Regional Call Center for the purpose of receiving and handling telephone inquiries and calls regarding their respective bus and paratransit operations and services and maintaining data to ensure the accuracy of customer information (hereinafter "Call Center"). To achieve that end, the Parties agree as follows:

1. Term of Agreement: The Parties agree that this Agreement became effective on July 1, 2011. The initial term of the Agreement shall be five years from the effective date (hereinafter "Initial Term"). This Agreement shall automatically renew for an additional five year term and be binding upon each Party, unless and until a Party withdraws from the Agreement as provided in Section 11 below.

2. Roles of the Parties: The Operator and Manager of the Call Center (hereinafter "Operator") shall be TTA or its designee. The Parties agree to provide current and accurate information about their respective bus and paratransit operations, policies and services to the Operator on a regular basis and as requested in order to insure that the information furnished by the Call Center is accurate. Additionally, the Municipalities agree to provide funding to TTA as provided herein to support the operation of the Call Center.

3. Operation of the Call Center:

a. The Operator shall operate and staff the Call Center between the hours of 7:00 AM and 10:00 PM on each Monday through Friday and between the hours of 8:00 AM and 8:00 PM on each Saturday and between 8:00 AM and 5:00 PM on each Sunday and national holiday except December 25th of each year, or as otherwise agreed by the Parties. During periods outside of the staffed hours, customer calls will be forwarded to staff at the transit agencies of the Municipalities.

b. In instances of inclement weather, the Operator will take reasonable steps to keep the Call Center open and staffed except in conditions when all of the transit agencies of the Municipalities have announced that they will not be operating their services.

- c. Requests for changes to the hours of operation of the Call Center may be initiated at any time by any Party. All Parties must agree in writing to any changes and to the timeframe for implementation of any proposed change. In no event shall the timeframe for any change in hours of operation be less than 30 days.

4. Operator Functions:

- a. Customer Information Associates – Operator will hire, train, and provide on-going training to customer information associates (hereinafter “CIAs”) in order to prepare them to handle all Call Center duties consistent with performance standards as set forth below.
- b. Trip planning – CIAs will provide informed assistance to customers in planning transit trips. Provided current, accurate information has been provided to Operator by the transit agencies of the Municipalities, bus and paratransit service information will be kept current in the publicly accessible website at www.gotriangle.org or as otherwise agreed by the Parties.
- c. Schedule information – CIAs will provide customers with information about current schedules and upcoming schedule changes for every Party’s bus and paratransit system, provided accurate and current information has been provided to Operator.
- d. Real-time bus status – CIAs will inform customers of predicted bus arrival and departure times and incidents and delays in response to questions about the status of bus locations. CIAs will rely on the GoLive real-time passenger information system when available. If not available, they will contact local agency dispatchers to provide current and accurate information about incidents and delays. When it becomes available, customers will be directed through the phone menu to an automated real-time passenger information system.
- e. Bus fares and policies – CIAs will answer customer questions about local and regional bus fares and passes, purchasing options, and all other policies of each participating agency (such as, prohibited behavior on-board buses).
- f. Complaints/commendations – CIAs will attempt to address customer complaints while on the phone. They will record all customer complaints (whether successfully addressed on the phone or not) or commendations as they are received and will forward them to designated staff at the appropriate transit agency.
- g. Lost and Found – Customers will be able to connect with the designated contacts at every transit agency for Lost and Found information either through the CIAs or through the Call Center’s phone menu.
- h. Paratransit information and applications – CIAs will provide customers with information about each participating transit agency’s paratransit services and eligibility criteria. They will also send out paratransit eligibility applications to customers.
- i. Paratransit Scheduling and Trip Canceling – Customers will be able to connect with the designated contacts at each transit agency for scheduling or canceling paratransit trips either through the CIAs or through the Call Center’s phone menu.

- j. Rideshare information and matching – CIAs will provide information about carpooling and vanpooling in the Triangle and assist customers with on-line ridematching requests.
- k. Emergency Ride Home information – CIAs will provide customers with information about the regional Emergency Ride Home program, and will send out brochures or registration forms upon request.
- l. On-line pass sales processing – CIAs will process purchases from the GoTriangle.org on-line store.
- m. TTA demand-response shuttle requests – Customers will be able to connect with designated staff at TTA to request a shuttle pick-up either through the CIAs or through the Call Center’s phone menu.
- n. TTA Customer Service window and pass sales – CIAs will staff the TTA Customer Service Window responding to customer questions and selling fare media. These staff will also be responsible for responding to customer phone calls.
- o. Mailing informational brochures – CIAs will mail route brochures and other informational brochures to customers upon request.
- p. Regional data maintenance protocol - Maintain, update, and administer the regional data maintenance protocol to ensure that all ITS systems are updated with accurate data within the appropriate implementation timeline.
- q. Maintenance of data accuracy (optional) – Parties may exercise the option of having the Call Center perform the following data maintenance activities:
 - i. Maintain bus route, schedule, stop data used by area transit agencies in their ITS systems, including but not limited to automatic passenger counters, AVL/Real-Time system, electronic fare box system, trip planner system, and Google Transit.
 - ii. Deploy updates to the aforementioned ITS systems for service changes, and assist maintenance personal with data updates to vehicle head signs and automatic voice enunciators.
 - iii. Compile, sort and verify the accuracy of all data before it is deployed to the transit ITS systems.
 - iv. Act as the primary contact for support / maintenance calls with vendors who host/develop the transit ITS systems.

5. Call Center Performance : The Regional Call Center will be expected to meet the following performance standards for customer calls:

- a. Answer 90% of all incoming customer calls within 30 seconds;
- b. Answer 75% of all incoming calls by customers, who are not choosing automated real-time bus location information, with a “live agent” before a customer is sent to a waiting queue;
- c. Maintain an average duration for calls handled by CIAs of 100 seconds (or 1 minute and 40 seconds);

- d. Record and forward all complaints and commendations to the designated staff at the appropriate agency within 24 hours;
- e. Mail brochures to customers within 48 hours of receiving a request.

6. Reports to Parties:

- a. On a monthly basis the Operator will provide each Party with a report of statistics from the phone system. This report will include call volume, percent of calls answered by a "live agent" within 30 seconds, percent of incoming calls answered by a "live agent" prior to being sent to a waiting queue; average call duration; number of complaints and commendations; number of requests for paratransit information; number of brochures mailed to customers.
- b. On a quarterly basis the Operator will provide each Party with a report of call volume by Party (i.e., number of callers requesting information about each agency's services). The Operator will use a sampling methodology to generate these statistics.

7. Annual Budgeting Process: The Operator will provide an initial budget proposal for the following fiscal year by December 1st. The budget proposal will be presented as a line-item breakdown of estimated costs. All assumptions used to estimate the costs will be described. Anticipated grant funds that are dedicated to the operations of the Regional Call Center will be identified. Each Party's costs will be determined by the terms in Section 10 below. Upon concurrence by all participating Parties, the final budget agreement will be endorsed by January 1st.

8. Invoicing of Costs to the Parties: The Operator will invoice the Parties' participating agencies two weeks following the end of each fiscal quarter based upon their shares, as stipulated in Section 10 below, of actual expenditures incurred during the prior month for the operation of the Call Center. The Operator shall set up a separate chart of accounts to track expenses related the Call Center. Annual expenses shall be audited by a third-party, and may be subject to audit by any participating agency upon their request.

9. Addition of Other Agencies to this Agreement: the Parties agree that other eligible transit agencies may join and become a Party to this Agreement provided that the agency agrees in writing to abide by and be bound by the terms and conditions of this Agreement.

10. Cost-sharing Agreement:

A. The Parties agree to share responsibility for payment of the Call Center costs as set forth below:

- 1. The Parties shall share the payment responsibility for the full costs of the Call Center (less the costs of the Regional Data Technician) in the manner described in Section 10.A.3 below.

2. The costs of operating the Call Center shall be divided into Base Costs and Volume-driven Costs.

a. Base Costs will be equal to the salary and benefits for one CIA for each of the 4962 hours (2.4 FTE) that the Call Center is open plus one Supervisor; full costs of Trip Planner annual support and maintenance expenses and annual SMS text messaging costs for GoLive real-time arrival system, and; the pro-rated share of all other line items.

b. Volume-driven Costs will be equal to the Total Annual Operating Cost less the Base Costs.

c. Call Volume Units for each Party shall be calculated by dividing the number of estimated customer calls associated with each Party by 10,000, and subtracting one from the quotient. The value shall be rounded to the nearest whole number.

3. Base costs shall be shared according to the number of transit agencies operating bus service during each hour that the Call Center is open (i.e., when five (5) agencies are operating, hourly base costs are split by five (5), when four (4) agencies are operating, hourly base costs are split by four (4), etc.).

4. Volume-driven Costs shall be shared such that each agency pays the equivalent of salary and benefits (including workers' compensation, indirect costs, and property and general liability insurance) for 0.5 FTE CSR positions for every Call Volume Unit. TTA is also charged the costs of one additional (1.0) FTE for staffing the Regional Transit Center Ticket Building.

5. The remaining expenses will be the responsibility of the agency with the highest number of Call Volume Units.

6. In the first year of the Initial Term, Cary will pay \$22,685 and the difference between their formula-derived costs and this amount. The difference will be added to the shares of Raleigh, Durham, and TTA in equal proportions.

a. In the second year of the Initial Term, Cary will pay \$22,685 plus half of the difference between their formula-derived costs and this amount. The remaining half will be added to the shares of Raleigh, Durham, and TTA in equal proportions.

b. In the third year of the Initial Term, and all successive years, Cary will pay the amount of their formula-derived costs.

7. The costs of the Regional Data Technician shall be shared equally by each Party that indicates, in writing, that they wish to avail themselves of the services described in Section 4.q. above.

C. In the event that another transit agency becomes a Party to this Agreement pursuant to Section 9 above (hereinafter "New Party"), the New Party's costs will be calculated as a share of the Base Costs in their first year or partial year, and then as a share of Base and Volume-Driven Costs for all subsequent years. All Parties participating in this Agreement at the time a New Party joins the Agreement shall receive

for that year only a reduction in their financial responsibility for the Call Center costs on a percentage basis equal to their share of the Base Costs.

11. Withdrawal from this Agreement: a Party may withdraw from this Agreement and be released from its responsibilities hereunder only by giving at least one year's advance notice in writing of its intent to do so to all of the other Parties hereto. Such written notice shall state the date that the Party desires to withdraw, which must be on the first day of a month.

12. Notices: Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid and certified mail, return receipt requested, and addressed as follows:

If to TTA: David King, General Manager
Triangle Transit Authority
P.O. Box 13787
Research Triangle Park, NC 27709

And with a copy to:

Wib Gulley, General Counsel
Triangle Transit Authority
P.O. Box 13787
Research Triangle Park, NC 27709

If to Raleigh:

J. Russell Allen, City Manager
City of Raleigh
PO Box 590
222 W. Hargett Street
Raleigh, NC 27602

And with a copy to:

Thomas McCormick, Jr. Esquire, City Attorney
City of Raleigh
PO Box 590
222 W. Hargett Street
Raleigh, NC 27602

If to Durham:

Thomas Bonfield, City Manager
City of Durham
101 City Hall Plaza
Durham, NC 27701

And with a copy to:

Patrick Baker, City Attorney

City of Durham
101 City Hall Plaza
Durham, NC 27701

If to Chapel Hill:

Roger L. Stancil, Town Manager
Town Hall, 2nd Floor
405 Martin Luther King, Jr. Blvd.
Chapel Hill, NC 27514

And with a copy to:

Ralph D. Karpinos, Town Attorney
Town Hall, 2nd Floor
405 Martin Luther King, Jr. Blvd.
Chapel Hill, NC 27514

If to Cary:

Benjamin T. Shivar, Town Manager
Town Hall Commons
PO Box 8005
310 N. Academy St.
Cary, NC 27512-8005

And with a copy to:

Christine Simpson, Town Attorney
Town Hall Commons
PO Box 8005
310 N. Academy St.
Cary, NC 27512-8005

13. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties and their agents, grantees, successors, and assigns.

14. Dispute Resolution: In the event a dispute arises between or among the Parties to this Agreement concerning a question of fact in connection with the requirements of this Agreement or compensation therefore, the Parties agree to negotiate in good faith towards a mutual resolution. If the Parties, after honest good faith negotiations, can not reach a compromise then a Party may adjudicate its dispute as allowed by the laws of North Carolina.

15. Merger: This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements among the Parties hereto (whether written or oral) and is intended as a final expression of their mutual understanding. This Agreement shall not be modified or amended except in a writing signed by each of the Parties hereto and specifically referring to this Agreement.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized officials as of the date first given above.

CITY OF RALEIGH

J. Russell Allen
J. Russell Allen, City Manager

ATTEST:
Gail G. Smith
Gail G. Smith, City Clerk, Treasurer

Approved as to form:
Dawn E. Embury, Paralegal 06-25-12
City Attorney



RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

David D. King, General Manager

Instrument pre-audited in the manner required by
the Local Government Budget and Fiscal Control Act.

Reviewed and approved as to legal form.

Saundra Freeman, Finance Officer

Wib Gulley, General Counsel

CITY OF DURHAM

Thomas Bonfield, City Manager

ATTEST:

City Clerk

_____ (SEAL)

Approved as to form:

Patrick Baker, City Attorney

TOWN OF CHAPEL HILL

ASSISTANT/DEPUTY/TOWN MANAGER

ATTEST BY TOWN CLERK:

TOWN CLERK

TOWN SEAL

Town Clerk attests date this the _____ day of _____, 20____.

Approved as to Form and Authorization

TOWN ATTORNEY

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER

TRANSIT DIRECTOR

TOWN OF CARY

Benjamin T. Shivar, Town Manager

ATTEST:

Sue Rowland, Town Clerk

_____ (SEAL)

Approved as to form:

Town Attorney

Regional Call Center Cost Sharing Agreement - Regional Funding Allocation

	Base Cost	Volume-Driven	Adjusted Total		FY12 Cost		
	Shares	Cost Shares	Total Cost Share	Cost Share	Share	Difference	
Call Center	\$291,881	\$720,712	\$1,012,593	\$1,052,593		\$ 64,179	
C-Tran	\$35,739	\$0	\$35,739	\$ 29,212	\$ 22,685	\$ 6,527	28.8%
Chapel Hill	\$42,105	\$26,811	\$68,917	\$ 68,917	\$ 65,971	\$ 2,945	4.5%
Durham	\$44,001	\$160,867	\$204,868	\$ 207,043	\$ 193,916	\$ 13,127	6.8%
Raleigh	\$48,677	\$372,168	\$420,845	\$ 423,020	\$ 395,903	\$ 27,118	6.8%
Triangle Transit	\$39,894	\$160,867	\$200,760	\$ 202,936	\$ 189,939	\$ 12,997	6.8%
Grant	\$81,465		\$81,465	\$81,465	\$ 80,000	\$ 1,465	
Check	\$291,881	\$720,712	\$1,012,593	\$ 1,012,593	\$ 948,414	\$ 64,179	6.8%
Regional Data Technician			\$40,000	\$40,000	\$ 53,000	\$ (13,000)	
Durham			\$13,333	\$ 220,377			
Raleigh			\$13,333	\$ 436,354			
Triangle Transit			\$13,333	\$ 216,269			

ENCUMBERED

PROVISIONS FOR THE PAYMENT OF THE MONEYS TO FALL DUE UNDER THIS AGREEMENT HAVE BEEN MADE BY AN APPROPRIATION DULY MADE, OR BY BONDS OR NOTES DULY AUTHORIZED, AS REQUIRED BY THE LOCAL GOVERNMENT ACT.

<u>Janice Copeland</u> CITY ACCOUNTANT	<u>06-22-12</u> DATE
CODE <u>410-2260-708900-580</u>	\$ <u>436,354.00</u>