

CITY OF HIGH POINT

AGENDA ITEM



Title: Triad Regional Call Center Interlocal Agreement

From: Mark McDonald, Transportation Director

Meeting Date: September 21, 2020

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments:

1. Interlocal_Agreement_for_Piedmont_Triad_Regional_Mobility_Management_Call_Center
2. Resolution Approving An Interlocal w PART

PURPOSE:

Consideration of an Interlocal Agreement with the Piedmont Authority for Regional Transportation (PART) for participation in the regional mobility management call center.

BACKGROUND:

In 2015 City Council entered into an interlocal agreement with PART for the operation of a regional call center. The call center staff answers transit information phone calls for High Point Transit from 6:00 AM until 7:00 PM. The call center answers an average of 1,500 calls per month for High Point. An interlocal agreement continuing this relationship has been prepared that outlines the eligible participants and the roles and responsibilities of each participating party.

BUDGET IMPACT:

The City of High Point will contribute an estimated \$20,000 per year with the remaining amount to be covered by federal and other local funding in the approved transit system budget.

RECOMMENDATION / ACTION REQUESTED:

Staff has reviewed the Interlocal Agreement and recommends approval.

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

City of High Point Finance Director

Interlocal Agreement for The Piedmont Triad Regional Mobility Management Call Center

This Interlocal Agreement for The Piedmont Triad Regional Mobility Management Call Center (this “**Agreement**”) is entered into on this ____ day of _____, 2020 (the “**Effective Date**”) by and between the Piedmont Authority for Regional Transportation (“**PART**”), and the City of High Point (“**City**”).

WITNESSETH:

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function, or right; and

WHEREAS, PART and the City each operate separate, fixed route bus systems; and

WHEREAS, PART and the City desire to continue the Regional Mobility Management Call Center (the “**Call Center**”) that originated in 2015 for the purpose of receiving and handling telephone inquiries and calls regarding their respective fixed route bus systems operations and services; and

WHEREAS, the governing bodies of PART and the City have ratified this Agreement by resolution and that action being recorded in their respective minutes; and

WHEREAS, PART and the City have determined that it is in the public benefit and interest to enter into this Agreement to provide for an efficient public transportation service to their service areas.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PART and the City agree as follows:

1. **Initial Term of Agreement.** The initial term of this Agreement was ratified in 2015 on the Effective Date, and was extended on June 30, 2016 through the end date of June 30, 2019 (the “**Initial Term**”).

2. **Renewal.** This Agreement shall automatically renew for a three (3) year term commencing on July 1, 2020, and shall continue until June 30, 2023, unless sooner terminated as

provided herein (the “**Renewal Term**”). Following the renewal term the participation under this agreement may be extended on an annual basis with the mutual consent from the Authorized Officials of both parties that have executed this agreement.

3. Participants. The participants shall be those parties listed on **Appendix A** hereto (the “**Participants**”).

4. Operator of the Call Center. The operator and manager of the Call Center (the “**Operator**”) shall be PART’s Transportation Demand Management Program or its designee.

5. Functions to be Provided by Operator. Subject to the terms of this Agreement, the Operator shall furnish personnel, services, equipment, facilities and all other items necessary for or incidental to the operation of the Call Center as specified in the Statement of Work, **Appendix B**, attached hereto and made a part of this Agreement.

6. Commencement of Operations. The Operator shall continue operations of the Call Center that originated on July 6, 2015 (the “**Operations Commencement Date**”). Public operations began on or after August 3, 2015. The functions and support of the Call Center operations is in functionality to support the member agencies of PART and provide information for users of public transportation services to the members of this agreement.

7. Obligations of Participants. Subject to the terms of this Agreement, each Participant shall:

- a. provide current, accurate and complete information for such Participant’s bus and paratransit operations, policies and services to the Operator on a regular basis and upon request by the Operator;
- b. pay Operator for the work performed in accordance with the Statement of Work, Appendix B, pursuant to the procedure set forth in Section 9 of this Agreement; and
- c. provide the Operator with changes to routes, schedules, and fares at least fourteen (14) business days prior to implementation or effective dates.

8. Annual budgeting process. The Operator shall provide a budget proposal to each Participant for the upcoming fiscal year of each year during the Term of this Agreement, and any renewal or extension thereof. The budget proposal shall: (i) be presented as a line-item breakdown of estimated costs; (ii) set forth all assumptions used to estimate the costs contained in the budget; and (iii) identify all anticipated grant funds that are dedicated to the operations of the Call Center. Each Participant’s respective costs shall be determined pursuant to the terms set forth in Section 11 of this Agreement. The budget proposal shall be finalized upon the concurrence of all Participants, which approval must occur by July 1st of each year during the Term of this Agreement, and any renewal or extension thereof.

9. Invoicing of Costs to the Participants. Each Participant shall pay the Operator for the work performed under this Agreement in accordance with the Statement of Work, Appendix B. Subject to the terms of this Agreement, a Participant's payment of its Respective Share (as defined in Section 11 below) shall constitute full and complete compensation for the performance of work by the Operator under this Agreement. Said amount shall be billed to each Participant by the Operator as follows: The Operator will invoice participating Agencies quarterly in arrears based upon their shares, as stipulated in Section 11 below, of actual expenditures incurred during the prior quarter for the operation of the Call Center ("**Actual Expenses**"). Invoices shall be paid in full within fifteen (15) days of receipt. The Operator shall set up a separate chart of accounts to track Actual Expenses. Annual Actual Expenses shall be audited by a third-party, and may be subject to audit by any Participant upon their request.

10. Addition of Other Agencies to this Agreement. The Participants agree that other Eligible Transit Agencies (hereinafter defined) may join and become a Participant to this Agreement provided that agency agrees in writing to abide by and be bound by the terms and conditions of this Agreement. For the purposes of this Section 10, Eligible Transit Agencies shall mean:

- a. City of Burlington;
- b. City of Greensboro;
- c. City of High Point;
- d. Yadkin Valley Economic Development District;
- e. Alamance County Transportation;
- f. Randolph Chatham Area Transit;
- g. Guilford County Transportation; and
- h. The HEAT system.

11. Cost-sharing agreement. During the Term and any renewal or extension thereof, the Participants shall be responsible for and pay the costs of the Call Center as set forth below:

- a. PART shall pay all costs occurring prior to the Operations Commencement Date.
- b. Upon the Operations Commencement Date, the Participants shall pay for the work set forth in the Statement of Work, Appendix B, on an equal share basis as set forth in the Budget, **Appendix C**.
- c. Twenty-four (24) months after the Operations Commencement Date, or sooner subject to Section 11(d) of this Agreement, the Operator and all Participants agree to review Call Center records and functions to determine an equitable share of Actual Expenses based upon Call Center activity related to each Participant's proportionate call volume and demand upon the Call Center's resources (the "**Call Center Review**"). This review shall take place prior to an upcoming fiscal year and shall be repeated at least every twenty-four (24) months.

- d. Notwithstanding anything set forth herein, should operational characteristics require more staff and/or additional expenses which shall cause the estimated expenses (the “**Estimated Expenses**”) to increase by 10% or less in the aggregate during any 24-month period (a “**Minor Increase**”), the Operator may invoice such Actual Expenses without prior notice and Participants shall pay such Actual Expenses subject to the procedure set forth in Section 9 of this Agreement. Should operational characteristics require more staff and/or additional expenses which shall cause the Estimated Expenses to increase by more than 10% in the aggregate during any 24-month period (a “**Major Increase**”), the Operator shall provide prior written notification of such Major Increase and the Participants shall conduct the Call Center Review to determine each Participant’s Respective Share.
- e. Each Participant’s share of expenses shall be referred to herein as its “**Respective Share**”.
- f. In the event that one or more Participants join this agreement after the Effective Date (each a “**New Party**”), the Operator shall invoice the New Party for its Respective Share of the expenses for the Call Center, prorated from the date such New Party joins this Agreement to the end of the then current quarter. All Participants to this Agreement at the time a New Party joins this Agreement shall receive a prorated reduction in their financial responsibility for the Call Center expenses in equal shares.

12. Withdrawal from this Agreement. Any Participant may withdraw from this Agreement and be released from its responsibilities hereunder by giving at least twelve (12) months’ prior advance written notice of its desire to do so to all of the other Participants. Such written notice shall state the date that the Participant desires to withdraw, which date must be the first day of a month.

13. 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 PART: Executive Director
PART
107 Arrow Road
Greensboro, NC 27409

And with a copy to:
Director of Finance and Administration
PART
107 Arrow Road
Greensboro, NC 27409

If to the City of High Point:
Transit Manager

High Point Transit
716 West MLK Jr. Drive
High Point, NC 27262

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

15. Dispute Resolution: In the event a dispute arises between or among the Participants concerning a question or fact in connection with the requirements of this Agreement or compensation therefore, the parties hereto agree to bargain in good faith towards a mutual resolution. If the parties to this Agreement, after honest good faith negotiations, cannot reach a compromise then any party may adjudicate their dispute as allowed by the laws of the State of North Carolina.

16. Construction. The parties hereto acknowledge that this Agreement has been prepared and drafted through the efforts of all parties and all agree that in the interpretation, construction, and enforcement of the terms and conditions of this Agreement, there shall not be applied against any party the normal rules of construction that vague and ambiguous terms are to be construed against the drafting party.

17. Severability. If such provisions of this Agreement for any reason shall be declared invalid, illegal, or unenforceable, such decision shall not affect the validity of any remaining provisions that shall remain in full force and effect.

18. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and all so executed shall constitute one Agreement, notwithstanding that all parties are not signatories to the original or the same counterpart. Electronic transmissions of the signatures provided for below may be relied upon and shall have the same legal effect as the originals of such signatures.

19. 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, express or implied) and is intended as a final expression of their mutual understanding. This Agreement shall not be altered, modified or amended except in writing signed by the duly authorized representatives of the parties hereto and specifically referring to this Agreement.

20. Compliance with Laws. The parties agree to comply with all state and federal laws, including those relating to discrimination, in the performance of this Agreement.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives:

City of High Point

Authorized Official Signature: By: _____
Name: _____
Title: _____

Witness: By: _____
Name: _____
Title: _____

PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION

Authorized Official Signature: By: _____
Name: _____
Title: _____

Witness: By: _____
Name: _____
Title: _____

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

PART Finance Director

Appendix A (Participants)

1. County of Davidson
2. Piedmont Authority for Regional Transportation (PART)
3. City of High Point

Appendix B (Statement of Work)

I. Overview of Primary Tasks

- A. Establish, operate and maintain physical and technical capability (i.e., computer equipment/phones/utilities and allocated cost of space) to receive inbound calls and capture data from inquirers needing Call Center services.
- B. Screen, train, monitor, and supervise adequate staff to receive calls as contemplated by this Agreement. Staffing levels shall be maintained at sufficient levels to have: (i) 90% of calls answered in 30 seconds; (ii) 75% of all incoming calls with a “live agent” before a customer is sent to a waiting queue; (iii) a minimum average handle time (AHT) of 120 seconds; (iv) record and forward all complaints and commendations to the designated staff at the Participant within 24 hours; and (v) mail brochures to customers within 48 hours of a request.
- C. Conduct phone calls according to standard protocols developed by Operator.
- D. Record data collected during phone calls as specified in this Agreement.
- E. On a monthly basis the Operator will provide each Participant with a report of the following statistics from the phone system: (i) call volume; (ii) percent of calls answered by a “live agent” within 30 seconds; (iii) percent of incoming calls answered by a “live agent” prior to being sent to a waiting queue; (iv) average call duration; (v) number of complaints and commendations; (vi) number of requests for paratransit information; and (vii) number of brochures mailed to customers.

The Operator will use reports automatically generated by the call center telephone monitoring software. When possible all calls will be assigned to the system for which the inquiry was made.

II. Detailed Task Description

- A. Operational Parameters. The Operator hereby agrees to provide the following operational parameters:
 - i. The Operator shall operate and staff the Call Center between the hours of 6:00 AM and 7:00 PM on Monday through Friday, excluding days all Participants have announced that they will not be operating their services (the “**Staffed Hours**”).
 - ii. During periods outside of the Staffed Hours, customer calls shall be forwarded to staff at the Participants’ respective local transit agencies.
 - iii. In instances of inclement weather, the Operator will keep the Call Center open and staffed for the Staffed Hours, except in conditions when all Participants have announced that they will not be operating their services.

- iv. Requests for changes to Staffed Hours may be initiated at any time by any Participant. All Participants must agree in writing to any changes and to the timeframe for implementation of any proposed change. In no event shall the timeframe for implementing any change to the Staffed Hours be less than thirty (30) days.

B. Functions Provided. The Operator hereby agrees to provide the following functions:

- i. Customer Service Representatives – Operator will hire, train, and provide on-going training to customer service representatives (“CSR’s”) to prepare the CSR’s to perform all Call Center duties consistent with performance standards as set forth herein. The CSR staff shall include full time supervisor(s) and call takers, part time call takers and any another personnel agreed upon in writing by all Participants.
- ii. Trip planning – CSR’s will provide informed assistance to customers in planning transit trips. Provided current, accurate information has been provided to Operator as required by this Agreement, bus and paratransit service information will be kept current in the publicly accessible website at www.partnc.org or as otherwise agreed by each Participant in writing.
- iii. Schedule information – CSR’s will provide customers with information about current schedules and upcoming schedule changes for each Participant’s bus system, provided accurate and current information has been provided to Operator.
- iv. Real-time bus status – CSR’s will inform customers of incidents and delays in response to questions about the status of bus locations. CSR’s will rely on local agency dispatchers to provide current and accurate information about incidents and delays.
- v. Bus fares and policies – CSR’s will answer customer questions about local and regional bus fares and passes, purchasing options, and all other policies of each Participant (e.g. prohibited behavior while on board each Participant’s transportation).
- vi. Complaints/commendations – CSR’s will attempt to address customer complaints while on the phone. They will record all customer complaints or commendations (whether successfully addressed on the phone or not) as they are received and will forward them to designated staff at the appropriate agency.
- vii. Lost and Found – Customers will be able to connect with the designated contacts at each agency for Lost and Found information through one of two

methods, either through the CSR's or through the Call Center's phone menu.

- viii. Rideshare information and matching – Customer Service Representatives will provide information about carpooling and vanpooling in the Triad and assist customers with on-line ride-matching requests.
- ix. Emergency Ride Home information – CSR's will provide customers with information about the regional Emergency Ride Home program, and will send out brochures or registration forms upon request.
- x. Mailing informational brochures – CSR's will mail route brochures and other informational brochures to customers upon request.
- xi. Paratransit information and applications – Customer Service Representatives will transfer customers with inquiries about paratransit services to the respective participating agency's paratransit service provider.
- xii. On-line pass sales processing – CSR's will process purchases from the partnc.org web site.
- xiii. Deviated Fixed (flex) route scheduling and dispatching – Customers will be able to schedule a pick-up on deviated fixed route system and check on ride status.

Appendix C (Budget)

As of the Operations Commencement Date, the Call Center shall operate under the budget set forth below. Subject to the provisions of Section 11 of the Agreement, each Participant's Respective Share shall be an equal share of the total expenses set forth below.

Budget:

Expenses

Salaries & Benefits	\$ 199,500.00
Supplies	2,100.00
IT	12,600.00
Marketing	2,000.00
Training	1,700.00
Utilities	3,100.00
Telephone - Landline	8,800.00
Maint - Bldg/Grounds	1,000.00
Janitorial	3,500.00
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Total	\$ 234,300.00

Revenue

NCDOT – TDM Grant	\$ 109,445.00
PART	52,029.00
High Point Transit System	37,826.00
Davidson County	35,000.00
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Total	\$ 234,300.00

The Operator shall submit quarterly invoices pursuant to the procedure set forth in Section 9 of the Agreement. As of the Effective Date, the estimated quarterly payments for the City of High Point are \$9,456.50, and Davidson County at \$8,750.00.

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF HIGH POINT AND THE PIEDMONT AUTHORITY FOR REGIONAL
TRANSPORTATION FOR PARTICIPATION IN TRIAD REGIONAL MOBILITY
CALL CENTER AGREEMENT**

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City of High Point (“City”) is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

WHEREAS, the Piedmont Authority for Regional Transportation (“PART”) is a body politic and corporate in the State of North Carolina, established and regulated in accordance with the provisions of Article 27, Chapter 160A of the North Carolina General Statutes; and

WHEREAS, PART and the City each operate separate, fixed route bus systems; and

WHEREAS, PART and the City desire to continue the Regional Mobility Management Call Center (the “**Call Center**”) that originated in 2015 for the purpose of receiving and handling telephone inquiries and calls regarding their respective fixed route bus systems operations and services; and

WHEREAS, the governing bodies of PART and the City have ratified this Agreement by resolution and that action being recorded in their respective minutes; and

WHEREAS, PART and the City have determined that it is in the public benefit and interest to enter into this Agreement to provide for an efficient public transportation service to their service areas.

THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Agreement between the City of High Point and the Piedmont Authority for Regional Transportation for participation in the Piedmont Triad Regional Mobility Management Call Center.

Adopted this the 21st day of September 2020.

Lisa B. Vierling
High Point City Clerk

Jay Wagner, Mayor