

**EXHIBIT**

**"A"**

**INTERLOCAL AGREEMENT**

**BETWEEN**

**CITY OF ROUND AND CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

**AND**

**THE CITY OF ROUND ROCK**

(Contract Transit Services)

This Interlocal Agreement ("Agreement") is between Capital Metropolitan Transportation Authority, a rapid transit authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code ("Capital Metro"), and the City of Round Rock, a home rule city and municipal corporation, organized under Chapter 9 of the Local Government Code ("City"), each individually referred to as "Party" and collectively referred to as "Parties", pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

**RECITALS**

WHEREAS, City desires to obtain local fixed routes, commuter service into Austin, and reverse commuter service to Round Rock ("Transit Services") through a partnership with Capital Metro, and,

WHEREAS, Capital Metro to desires to provide the Transit Services to the City of Round Rock.

WHEREAS, City intends to utilize Federal Transit Administration (FTA) funding under 49 U.S.C. 5307 (Section 5307) to partly fund the cost of the Transit Services, as a direct recipient of Section 5307 funds under a separate executed Memorandum of Understanding (MOU) with Capital Metro, and,

In consideration of the mutual covenants and agreements herein, Capital Metro and the City agree as follows:

**AGREEMENT**

1. **Services - Capital Metro.** Capital Metro agrees to provide local fixed routes within the City, commuter service into the City of Austin, and reverse commuter service to the City. Capital Metro shall conform to the Scope of Services, hereby made a part of this Agreement as Attachment SOS-1, Scope of Services ("Services"). Capital Metro has no obligation to provide complementary paratransit service.
2. **Services - City.** City agrees to provide complementary paratransit service within the City limits and the City's extraterritorial jurisdiction (ETJ), at its sole cost and expense, as required by federal law.
3. **Term.** This Agreement shall be effective upon signature of the last party to sign and shall terminate on July 31, 2022, unless terminated for cause or convenience prior to the expiration date ("Term").
4. **Fees.**
  - a) This Agreement shall not exceed \$4,669,337, and shall be based on Attachment SFP-1, Schedule of Fees and Payments, attached herein and made part of this Agreement ("Fees").

- b) The parties agree Capital Metro's current farebox recovery rate, of 11%, will be deducted from the cost of service, as shown on Attachment SFP-1, Schedule of Fees and Payments. The parties further agree that the City has the right to conduct a farebox recovery audit and request an increase in this deduction and that Capital Metro has the right to request a reduction for this deduction. Any farebox recovery rate adjustment request will be made in writing and accompanied by appropriate justification of the requested increase.
- c) The parties acknowledge that Capital Metro's cost of providing the Services increases with increases in the cost of fuel. In the event the cost of fuel rises to exceed 15% of the cost of fuel on the Effective Date, Capital Metro may request an adjustment in the Fees to reflect the increase in the cost of service. Any fee change request will be made in writing and accompanied by appropriate justification of the requested increase.
- d) Capital Metro has disclosed that it outsources its bus operations and that Capital Metro intends to go out for bid on a new contract(s) during Capital Metro's Fiscal Year 2019. A new contract(s) may result in an increase in Capital Metro's cost of providing the Services. Capital Metro may request an adjustment in the Fees to reflect the increase. Any fee change request will be made in writing and shall be accompanied by appropriate justification of the requested increase.

**5. Invoicing and Payment.**

- a) Invoices may be submitted once per month, and marked "original" to the attention of:

City of Round Rock  
ATTN: Transit Coordinator  
2008 Enterprise Drive  
Round Rock, Texas

- b) Payment terms are net thirty (30) days.
- c) Capital Metro shall be paid, upon the submission of proper invoices, the prices stipulated in SFP-1, for services rendered and accepted, less deductions, if any, as herein provided.

6. **Insurance.** Capital Metro shall require its bus contractor to maintain the minimum amounts of insurance and coverages set forth in in Attachment INS-1, Insurance.

7. **Independent Contractor.** Capital Metro's relationship to City in the performance of this Agreement is that of an independent contractor. The personnel performing Services under this Agreement shall at all times be under Capital Metro's exclusive direction and control and shall be employees or subcontractors of Capital Metro's and not employees of City. Capital Metro shall be fully liable for all acts and omissions of its employees, subcontractors, and their suppliers and shall be specifically responsible for sufficient supervision and inspection to assure compliance in every respect with Agreement requirements. There shall be no contractual relationship between any subcontractor or supplier of Capital Metro and City by virtue of this Agreement. No provision of this Agreement shall be for the benefit of any party except City and Capital Metro. Capital Metro shall pay wages, salaries and other amounts due its employees in connection with this Agreement

and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

8. **Standards of Performance.** Capital Metro shall perform Services hereunder in compliance with all applicable federal, state, and local laws and regulations. Capital Metro shall use only licensed personnel to perform work required by law to be performed by such personnel.
9. **Licenses and Permits.** Capital Metro shall, without additional expense to City, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of Services to be provided under this Agreement including, but not limited to, any laws or regulations requiring the use of licensed subcontractors to perform parts of the work.
10. **Notice of Labor Disputes.** If Capital Metro has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, Capital Metro immediately shall give notice, including all relevant information, to City.
11. **Excusable Delays.** Except for defaults of subcontractors, Capital Metro shall not be in default because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of Capital Metro. Examples of these causes are: acts of God or of the public enemy, acts of City of in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Capital Metro.
12. **Termination for Convenience.** City may, whenever the interests of the City so require, terminate this Agreement, in whole or in part, for the convenience of City. City shall give ninety (90) days' prior written notice of the termination to Capital Metro specifying the part of the Agreement terminated and when such termination becomes effective shall incur no further obligations in connection with the Services so terminated, and, on the date set forth in the notice of termination, Capital Metro will stop the Services to the extent specified; provided, any such termination must align with Capital Metro's three yearly service changes, which occur in January , June, and August.
13. **Equal Employment Opportunity.** In connection with the execution of this Agreement, Capital Metro shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Capital Metro shall take affirmative action to ensure that applicants and employees are treated fairly without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
14. **Federal Funding.**
  - a) The City intends to use federal funds to meet a portion of its financial commitment under Agreement. In recognition of this fact, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities under this Agreement to ensure compliance with all applicable federal statutes, regulations, policies and Agreement requirements necessary to obtain and expend anticipated federal funds and reimbursements.
  - b) The Parties will specifically comply with the federal contracting requirements as set forth in the 2016 Federal Transit Administration Master Agreement ("Master Agreement") which

may be access at the following link:  
[https://www.transit.dot.gov/sites/fta.dot.gov/files/Bulletin16-06ENCLMasterAgreementFY2016\\_03-04-16.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/Bulletin16-06ENCLMasterAgreementFY2016_03-04-16.pdf). In doing so, the Parties will require compliance with the applicable federal contracting provisions in all of their contracts and subcontracts related to the Services. In their contracting processes, the Parties will solicit proposals or bids for all of the contracts in accordance with applicable federal, state and local laws, rules, regulations and funding requirements.

15. **Use of Information.** It shall be the responsibility of each Party to comply with the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code (“TPIA”). Neither Party is authorized to receive requests or take any other action under the TPIA on behalf of the other Party. The provisions of this Confidential Information shall be handled in accordance with the provisions of the TPIA. The provisions of this paragraph survive the termination or expiration of this Agreement. If a recipient is under a legal obligation to disclose Confidential Information received under this Agreement, the recipient will use reasonable efforts to promptly provide notice to the other Party, and, to the extent permitted by applicable law and authorized by the Office of the Attorney General of the State of Texas, will cooperate with the disclosing Party to protect Confidential Information.
16. **Examination and Retention of Records.**  
City and its representatives shall have audit and inspection rights described below.
  - a) City and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. Such right of examination shall include inspection at all reasonable times at Capital Metro offices, or such parts thereof, as may be engaged in or maintain records in connection with the performance of this Agreement.
  - b) All records shall be made available at the office of Capital Metro at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under this Agreement, except that if this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any final settlement.
17. **Limitation of Liability.** In no event shall either Party, their respective officers, directors, agents or employees be liable in contract or tort, to the other party (or its subcontractors) for special, indirect, incidental or consequential damages, resulting from the performance, nonperformance, or delay in performance of their obligations under this Agreement. This limitation of liability shall not apply to intentional tort or fraud
18. **Claims.** In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against City, Capital Metro shall give written notice thereof, to City within three (3) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the name and address of the person, firm, corporation, or other entity making such claim or instituting or threatening to institute any type of action or proceeding; the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail as hereinafter provided.

19. **Assignment.** This Agreement shall be binding upon the parties, their successors, and assignees; provided, however, that neither party shall assign its obligations or delegate its duties hereunder without the prior written consent of the other. Any attempted assignment or delegation without written consent shall be void and ineffective.
20. **Point of Contact.** Capital Metro shall provide City with a telephone number to ensure immediate communication with a person (not a recording) anytime during Agreement performance. Similarly, City shall designate a City representative who shall be similarly available to Capital Metro.
21. **Governing Law.** The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie exclusively in Travis County, Texas.
22. **Incorporation by Reference.** Incorporated by reference the same, as if specifically written herein are the rules, regulations, and all other requirements imposed by the law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and federal government, all of which shall apply to the performance of the Services under this Agreement.
23. **Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal or unenforceable for any reason, such as invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be constructed as severable from the remainder of this Agreement and shall not affect the validity of all other provisions of this Agreement, which shall remain of full force and effect.
24. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
25. **Notices.** Any notice required or permitted to be delivered under this Agreement shall be deemed delivered in person or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to City or Capital Metro, as the case may be, at the addresses set forth below. Notice given by any other manner shall be deemed effective only if and when received by the Party to be notified. A Party may change its address for notice by written notice to the other Party as herein provided.

If to City:

Laurie Hadley, City Manager  
City of Round Rock  
221 East Main Street  
Round Rock, TX 78664

With copy to:

Stephan Sheets, City Attorney  
309 East Main Street  
Round Rock, TX 78664

If to Capital Metro:

Capital Metropolitan Transportation Authority

Attn: Vice President of Strategic Planning and Development  
2910 E. Fifth Street  
Austin, Texas 78702

With copy to:

Capital Metropolitan Transportation Authority  
Attn: Chief Counsel  
2910 E. Fifth Street  
Austin, Texas 78702

These writings are intended as the final expressions of the agreement of the parties and as a complete and exclusive statement of the terms of the Agreement.

26. **Performance.** The failure of a Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party to require such performance at any time thereafter nor shall the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
27. **No Waiver.** The Parties to this Agreement are governmental entities under state law and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.
28. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of CAPITAL METRO and City of Round Rock.
29. **Entire Agreement.** This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties pertaining to the subject matter herein.
30. **Current Revenues.** All monies paid by the Parties under this Agreement will be paid from current revenues available to the paying Party.
31. **Administrative Approvals.** The City's City Manager and the Capital Metro President/CEO will have the authority to negotiate and execute amendments to this Agreement without further City Council action or action from the Capital Metro Board of Directors, but only to the extent necessary to implement and further the clear intent of the respective City Council and Capital Metro Board of Directors' approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties

**CERTIFICATIONS**

The Parties certify that: (a) the Transit Services specified herein are necessary and essential and are properly within the statutory functions of the affected governmental entity; (b) the proposed arrangements serve the interest of efficient and economical administration of the governmental function; (c) the Transit Services, supplies or materials contracted for are not required by paragraph 21 of Article 16 of the Constitution of Texas to be supplied under an Agreement given to the lowest responsible bidder not is this Agreement prohibited by Chapter 791 of the Texas Government Code; and (d) this Agreement neither requires nor permits either Party to exceed its duties and responsibilities or the limitations of its authority.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective undersigned duly authorized as of the Effective Date.

**Capital Metropolitan Transportation Authority**

**City of Round Rock**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Attachments:**

- ATTACHMENT SOS-1 Scope of Services
- ATTACHMENT SFP-1 Schedule of Fees and Payments
- ATTACHMENT INS-1 Insurance

**ATTACHMENT - SOS-1- Scope of Services**

**1. GENERAL PURPOSE**

This Scope of Services documents the requirements related to the operation of fixed route and commuter express services by Capital Metro for the City of Round Rock:

- 1.1. Capital Metro shall provide an operationally dependable vehicle service for passenger use, equipped for maximum passenger comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.
- 1.2. Capital Metro must obtain all required licenses and permits to operate in the Capital Metro’s service area within the scope of this contracted service.
- 1.3. Capital Metro shall furnish all supervision, personnel, passenger vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals as required to perform an operationally dependable public transportation service.

**2. VEHICLE HOURS**

Round Rock service will begin with four (4) routes: Round Rock Howard Station, Round Rock Circulator, Round Rock – Austin Express and Round Rock Tech Ridge Limited. The estimated vehicle hours for these routes are:

Route	Estimated Vehicle Hours per Service Year*
Round Rock Howard Route #50	6,072
Round Rock Circulator Route #51	3,036
Round Rock - Austin Express Route #980	506
Round Rock Tech Ridge Limited Route #52	1,012

Vehicle hours for the Round Rock – Austin Express will be shared with Capital Metro service from the Howard Express Station. Round Rock is responsible for the vehicle hours from Round Rock to Howard Express Station. Capital Metro is responsible for vehicle hours from Howard Express Station to downtown Austin. The vehicle hours in the figure above represent only vehicle hours for which Round Rock is responsible.

\*Service year is August 1 to July 31.

**3. VEHICLE REQUIREMENTS**

- 3.1. Two peak vehicles are required for the Round Rock Howard Station route. Vehicles shall be an accessible and capable of transporting at least thirty-five (35) seated persons.
- 3.2. One peak vehicle is required for the Round Rock Circulator. Vehicle shall be an accessible vehicle with the ability to transport at least twelve (12) seated persons.

- 3.3. Two peak vehicles are required for the Round Rock – Austin Express route. Vehicles shall be an accessible and capable of transporting at least forty-six (46) seated persons.
- 3.4. Two peak vehicles are required for the Round Rock Tech Ridge Limited. Vehicles shall be an accessible and capable of transporting at least thirty-five (35) seated persons.

#### **4. SERVICE PERIOD**

The service period shall operate between approximately 6:30 am. — 6:30 p.m. (times may vary within this window, based on the specific route schedule) on weekdays only. The City will not provide service on the following holidays: New Year's Day, Martin Luther King Jr Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### **5. VEHICLES**

- 5.1. Fixed route and commuter express vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; fare box; adequate interior lighting; interior and exterior signage; and padded, comfortable seating for passengers. All vehicles shall be wheelchair accessible, capable of handling two wheelchair positions.
- 5.2. All vehicles shall be painted in accordance with Capital Metro's branding program. The City may elect to coordinate with Capital Metro on representation of the City's service inside and outside the buses. Capital Metro must approve the branding.
- 5.3. All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed weekly. Vehicle interiors shall at all times be kept free of exhaust fumes and engine odors. The interior of the vehicles shall be maintained free from roaches and other vermin.
- 5.4. Vehicles shall have illuminated destination and block signs that are highly visible and in compliance with ADA regulations.
- 5.5. Vehicle destination signs shall display the route name of the route operated. The destination signs on routes operated within Round Rock will reflect that service is Round Rock service. All destination signs shall be illuminated for night operation.
- 5.6. Vehicles shall be equipped with passenger notice holders, and passenger discharge bells.
- 5.7. Vehicle bodies, frames, and components shall be in sound condition, and free of all damage. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.
- 5.8. All vehicles shall be equipped to permit inward and outward wheelchair boarding. Ramps and lifts will comply with ADA standards. Securement for mobility devices shall consist of four securement belts. Additionally, a lap belt will be provided, if desired by the customer.
- 5.9. The vehicles' air conditioning system shall be of sufficient size and capacity to maintain an inside temperature of 75 degrees Fahrenheit or 20 degrees lower than the outside temperature, whichever is greater. The heating system shall have proportional controls and be of sufficient capacity to maintain an inside constant temperature of 68 degrees Fahrenheit throughout the vehicle.

## 6. EQUIPMENT CONDITION

- 6.1. Capital Metro shall maintain each bus in a clean condition throughout, both interior and exterior, at all times that the bus is in service for the City. All buses must be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.). Each vehicle will be detailed at a minimum of once every forty-five (45) days.
- 6.2. All vehicles placed into revenue service shall have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).
- 6.3. Spare buses shall be available to replace any bus that may become disabled or otherwise unavailable for operations.
- 6.4. Capital Metro shall ensure regular and frequent maintenance checks of bus lifts and ramps and will keep all lifts and ramps in good running condition.

## 7. REPORTING

- 7.1. Capital Metro shall electronically submit, on an annual basis, the required information for the U.S. DOT Drug and Alcohol Testing Management Information System Data Collection Form (MIS report). The information reported, for people working on the City of Round Rock's service, shall be reported under the City's MIS report. The City shall notify Capital Metro, on an annual basis, of their login information so the reporting may be completed.
- 7.2. Capital Metro shall electronically submit to the City of Round Rock, on a quarterly basis, random drug and alcohol testing reports for the City to provide the proper federally required oversight of drug and alcohol testing.
- 7.3. Capital Metro shall notify the City of all accidents and incidents within 24 hours. Accident/Incident reports shall be provided to the City within 24 hours after Capital Metro receives the document. The City will be notified immediately, by email, of passengers that receive medical attention.
  - 7.3.1. Notification emails:
    - Caren Lee, [clee@roundrocktexas.gov](mailto:clee@roundrocktexas.gov)
    - Gary Hudder, [ghudder@roundrocktexas.gov](mailto:ghudder@roundrocktexas.gov)
    - Michael Bennett, [mbennett@roundrocktexas.gov](mailto:mbennett@roundrocktexas.gov)
- 7.4. The City shall submit system information to the National Transit Database ("NTD") and FTA, as required by Section 5307.
- 7.5. Capital Metro shall collect data, keep records and provide reports sufficient to enable the City of Round Rock to meet its NTD reporting obligations as required by federal law and shall coordinate with the City of Round Rock to ensure the data is reported by the proper party and there is no double reporting of NTD data.
- 7.6. Capital Metro shall submit to the City of Round Rock the following information on a monthly basis:
  - Days of service
  - Number of passengers
  - Total number of boarding' by fare category
  - Passengers per hour

- Passengers per mile
- Revenue hours
- Revenue miles
- Vehicle hours
- Vehicle miles
- Vehicle maintenance
- Accident/Incident Reports

## **8. SERVICE ADJUSTMENTS**

- 8.1. Service adjustments (i.e. changes to schedules) will occur three times per year, and must align with the scheduled service adjustments for all other Capital Metro services.
- 8.2. Modifications to services may include, but are not limited to, extending, deleting or adding routes, or parts of routes, and expanding or decreasing revenue hours.
- 8.3. The City may request service re-evaluation and service modifications for low-performing routes. Should low-performing routes be identified, Capital Metro and the City will coordinate to provide implementable options for increasing ridership.

## **9. TRAINING**

- 9.1. All bus operators performing the service of the City will be properly trained to provide a high quality public transportation service Training will include, at a minimum, the following elements:
  - 9.1.1. Defensive Driving
  - 9.1.2. Customer service, including providing service to persons with disabilities and proper customer communication practices required for polite customer assistance.
  - 9.1.3. Route specific training
  - 9.1.4. Ongoing refresher training
- 9.2. The City shall have access to audit files upon request.

## **10. UNIFORM AND APPEARANCE**

- 10.1. All bus operators will wear uniforms branded with Capital Metro logo and consistent with Capital Metro's Uniform Standards.
- 10.2. At all times while on duty, bus operators shall be well groomed, clean and in complete uniform.

## **11. PERSONNEL**

- 11.1. Capital Metro shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Contracted Transit Services.
- 11.2. Capital Metro shall employ a street supervisor to monitor the Contracted Transit Services. Such supervision shall also include responses to and investigation of all accidents.

11.3. Capital Metro shall provide dispatch and radio monitoring personnel during hours of revenue service. Capital Metro shall be able to effectively dispatch assignments and provide prompt responses to driver and/or vehicle problems which could impact service.

11.4. The City shall have access to audit files upon request.

## **12. FARE COLLECTION**

12.1. The City shall retain and deposit all revenues directly collected from sales by the City. Capital Metro shall retain and deposit all revenues directly collected from the sale of passes in the Capital Metro service area.

12.2. Capital Metro shall provide the City with fare media for Round Rock transit services, with the design approved by the City. Round Rock fare media shall be coded for Round Rock service.

12.3. All fares will be honored between the City's services and Capital Metro services.

12.4. All Round Rock proposed fares shall initially align with Capital Metro fares to provide a more seamless system for passengers. For routes that do not connect to Capital Metro services, changes to the fare structure shall be made at the discretion of the City, with a minimum 30-day notification of changes to Capital Metro. It is the ultimate goal of the City and Capital Metro to have a seamless fare structure.

## **13. MARKETING AND PUBLIC RELATIONS**

13.1. Capital Metro and the City of Round Rock will coordinate to furnish all schedules, maps, tickets, transfers, passes and other printed materials required for marketing the service. Capital Metro and the City shall also coordinate to distribute appropriate materials for other routes and services that benefit customers of each service, such as passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects.

13.2. All material for Round Rock service will specify that service is provided by the City of Round Rock and operated by Capital Metro.

13.3. Capital Metro will provide system-wide placards on all Capital Metro buses advertising the implementation of Round Rock transit service. Capital Metro and the City will coordinate on the most appropriate time to install the placards.

## SFP-1-Schedule of Fees and Payments

### Service Year 1

Route	Annual Hours	Hourly Operating Rate	Total Rate	Farebox Recovery Credit	Annual Vehicle Cost per TAM	Total Annual Cost
Local RR to Howard Rail Station	6,072	\$ 75.00	\$ 455,400	\$ 50,094	\$ 68,160	\$ 473,466
Local RR Circulator	3,036	\$ 75.00	\$ 227,700	\$ 25,047	\$ 24,180	\$ 226,833
RR to Howard Express	506	\$ 75.00	\$ 37,950	\$ 4,175	\$ 3,847	\$ 37,623
RR Tech Ridge Limited	1,012	\$ 75.00	\$ 75,900	\$ 8,349	\$ 68,160	\$ 135,711
<b>Total Annual Estimated Cost</b>			<b>\$ 796,950</b>	<b>\$ 87,665</b>	<b>\$ 164,347</b>	<b>\$ 873,633</b>

### Service Year 2

Route	Annual Hours	Hourly Operating Rate	Total Rate	Farebox Recovery Credit	Annual Vehicle Cost per TAM	Total Annual Cost
Local RR to Howard Rail Station	6,072	\$ 77.63	\$ 471,369	\$ 51,851	\$ 69,936	\$ 489,455
Local RR Circulator	3,036	\$ 77.63	\$ 235,685	\$ 25,925	\$ 24,816	\$ 234,575
RR to Howard Express	506	\$ 77.63	\$ 39,281	\$ 4,321	\$ 3,948	\$ 38,908
RR Tech Ridge Limited	1,012	\$ 77.63	\$ 78,562	\$ 8,642	\$ 69,936	\$ 139,856
<b>Total Annual Estimated Cost</b>			<b>\$ 824,896</b>	<b>\$ 90,739</b>	<b>\$ 168,636</b>	<b>\$ 902,794</b>

## SFP-1-Schedule of Fees and Payments

### Service Year 3

Route	Annual Hours	Hourly Operating Rate	Total Rate	Farebox Recovery Credit	Annual Vehicle Cost per TAM	Total Annual Cost
Local RR to Howard Rail Station	6,072	\$ 80.35	487,885	\$ 53,667	71,736	\$ 505,954
Local RR Circulator	3,036	\$ 80.35	243,943	\$ 26,834	25,464	\$ 242,573
RR to Howard Express	506	\$ 80.35	40,657	\$ 4,472	4,050	\$ 40,235
RR Tech Ridge Limited	1,012	\$ 80.35	81,314	\$ 8,945	71,736	\$ 144,106
<b>Total Annual Estimated Cost</b>			<b>\$ 853,799.10</b>	<b>\$ 93,918</b>	<b>\$ 172,986.00</b>	<b>\$ 932,867</b>

### Service Year 4

Route	Annual Hours	Hourly Operating Rate	Total	Farebox Recovery Credit	Annual Vehicle Cost per TAM	Total Annual Cost to RR
Local RR to Howard Rail Station	6,072	\$ 83.16	\$ 504,948	\$ 55,544	\$ 73,608	\$ 523,011
Local RR Circulator	3,036	\$ 83.16	\$ 252,474	\$ 27,772	\$ 26,124	\$ 250,826
RR to Howard Express	506	\$ 83.16	\$ 42,079	\$ 4,629	\$ 4,156	\$ 41,606
RR Tech Ridge Limited	1,012	\$ 83.16	\$ 84,158	\$ 9,257	\$ 73,608	\$ 148,509
<b>Total Annual Estimated Cost</b>			<b>\$ 883,658</b>	<b>\$ 97,202</b>	<b>\$ 177,496</b>	<b>\$ 963,951</b>

## SFP-1-Schedule of Fees and Payments

Service Year 5

Route	Annual Hours	Hourly Operating Rate	Total	Farebox Recovery Credit	Annual Vehicle Cost per TAM	Total Annual Cost to RR
Local RR to Howard Rail Station	6,072	\$ 86.07	\$ 522,617	\$ 57,488	\$ 75,528	\$ 540,657
Local RR Circulator	3,036	\$ 86.07	\$ 261,309	\$ 28,744	\$ 26,796	\$ 259,361
RR to Howard Express	506	\$ 86.07	\$ 43,551	\$ 4,791	\$ 4,264	\$ 43,024
RR Tech Ridge Limited	1,012	\$ 86.07	\$ 87,103	\$ 9,581	\$ 75,528	\$ 153,050
<b>Total Annual Estimated Cost</b>			<b>\$ 914,580</b>	<b>\$ 100,604</b>	<b>\$ 182,116</b>	<b>\$ 996,092</b>
<b>Total Cost Estimate</b>						<b>\$ 4,669,337</b>

ATTACHMENT INS-I - Insurance

1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence and not less than Two Million Dollars (\$2,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage including Products Liability.
  
2. Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with Transit Services with limits not less than One Million Dollars (\$1,000,000) and not less than Two Million Dollars (\$2,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage.
  
3. Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars (\$1,000,000).