

**EXHIBIT**  
**"A"**

**INTERLOCAL AGREEMENT**

**BETWEEN**

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

**AND**

**THE CITY OF ROUND ROCK**

(Contract for 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 ("**CapMetro**"), 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 within the City, commuter service into Austin, and reverse commuter service to Round Rock ("**Transit Services**") through a partnership with CapMetro, and,

WHEREAS, CapMetro to desires to provide the Transit Services to the City, and,

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 CapMetro, and,

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

**AGREEMENT**

1. **Services - CapMetro.** CapMetro agrees to provide local fixed routes within the City, commuter service into the City of Austin, and reverse commuter service to the City. CapMetro shall conform to the Scope of Services, hereby made a part of this Agreement as Attachment SOS-1, Scope of Services ("**Transit Services**"). CapMetro 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. **Service Change.** The City is reviewing proposed service changes to the Transit Services during Fiscal Year 2023. The City will undertake outreach efforts to the public regarding the proposed service changes, including gathering public comments, as required by the FTA C 4702.1B regarding Title VI requirements and guidelines for Federal Transit Administration recipients, as applicable.
4. **Term.** This Agreement shall be effective upon signature of the last party to sign and shall terminate on September 30, 2023, unless terminated for cause or convenience prior to the expiration date ("**Term**").

**5. Fees for Transit Services.**

The amount of this Agreement shall not exceed **\$1,574,421** as shown in Attachment SFP-1 Schedule of Fees and Payments.

**6. 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  
3400 Sunrise Road  
Round Rock, TX 78665

- b) Payment terms are net thirty (30) days.

- c) CapMetro shall be paid for actual total hours and vehicle assets, upon the submission of proper invoices, the prices stipulated in for services rendered and accepted, less deductions, if any, as herein provided.

- a) Fare Recovery. CapMetro will deduct the following amounts from each monthly invoice: For fare recovery, Bus Routes 50 (Round Rock La Frontera), 51 (Round Rock Circulator), 150 (Round Rock Howard Limited), 152 (Round Rock Tech Ridge Limited) and 980 (North MoPac Express), CapMetro will deduct an amount equal to the product of (i) the total cost of Services provided by CapMetro under this Agreement for the invoiced month and (ii) CapMetro’s actual fare recovery percentage for the invoiced month. The monthly CapMetro fare recovery percentage will be calculated by dividing (i) the total amount of actual fares collected for all transit services provided by CapMetro in the invoiced month by (ii) the total amount of CapMetro’s operation costs for the invoiced month.

- b) Fare recovery is subject to change based on various factors including fare adjustments and service adjustments. CapMetro will provide written notification to the City of Round Rock of any such change, including the reasons for the change and the effective date of the change.

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

- 8. Independent Contractor.** CapMetro’s relationship to City in the performance of this Agreement is that of an independent contractor. The personnel performing Transit Services under this Agreement shall at all times be under CapMetro’s exclusive direction and control and shall be employees or subcontractors of CapMetro’s and not employees of City. CapMetro 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 CapMetro and City by virtue of this Agreement. No provision of this Agreement shall be for the benefit of any party except City and CapMetro. CapMetro 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.

9. **Standards of Performance.** CapMetro shall perform Transit Services hereunder in compliance with all applicable federal, state, and local laws and regulations. CapMetro shall use only licensed personnel to perform work required by law to be performed by such personnel.
10. **Licenses and Permits.** CapMetro 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 Transit 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.
11. **Notice of Labor Disputes.** If CapMetro has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Transit Services, CapMetro immediately shall give notice, including all relevant information, to City.
12. **Excusable Delays.** Except for defaults of subcontractors, CapMetro 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 CapMetro. 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 CapMetro.
13. **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 CapMetro specifying the part of the Agreement terminated and when such termination becomes effective shall incur no further obligations in connection with the Transit Services so terminated, and, on the date set forth in the notice of termination, CapMetro will stop the Transit Services to the extent specified; provided, any such termination must align with CapMetro's three yearly service changes, which occur in January , June, and August.
14. **Equal Employment Opportunity.** In connection with the execution of this Agreement, CapMetro shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CapMetro 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.
15. **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, including but not limited to the requirements of 49 CFR Section 18.36.
  - 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 Transit 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.

16. **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.
17. **Examination of 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 CapMetro 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 CapMetro 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.
18. **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
19. **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, CapMetro 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.
20. **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.

21. **Point of Contact.** CapMetro 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 CapMetro.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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 CapMetro, 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 St.  
Round Rock, TX 78664

With copy to:

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

If to CapMetro:

Capital Metropolitan Transportation Authority  
Attn: Vice President of Strategic Planning and Development  
700 Lavaca St., Suite 1400  
Austin, Texas 78701

With copy to:

Capital Metropolitan Transportation Authority  
Attn: Chief Counsel  
700 Lavaca St., Suite 1400  
Austin, Texas 78701

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.

27. **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.
28. **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.
29. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of CapMetro and City of Round Rock.
30. **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.
31. **Current Revenues.** All monies paid by the Parties under this Agreement will be paid from current revenues available to the paying Party.
32. **Administrative Approvals.** The City's City Manager and the CapMetro President & CEO will have the authority to negotiate and execute amendments to this Agreement without further City Council action or action from the CapMetro Board of Directors, but only to the extent necessary to implement and further the clear intent of the respective City Council and CapMetro 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 the Transit Services:

- 1.1. CapMetro 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. CapMetro must obtain all required licenses and permits to operate in the CapMetro's service area within the scope of the Transit Services.
- 1.3. CapMetro 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**

The Transit Services include four (4) routes: Round Rock La Frontera, Round Rock Circulator, Round Rock Tech Ridge Limited and North MoPac Express. The estimated 10,548 vehicle hours for the routes are and is subject to change.

Vehicle hours for the Round Rock – North MoPac Express will be shared with CapMetro service from the Howard Express Station. Round Rock is responsible for the vehicle hours from Round Rock to Howard Express Station. CapMetro 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 October 1, 2022 through September 30, 2023.

### **3. VEHICLE REQUIREMENTS**

- 3.1. Two (2) peak vehicles are required for the Round Rock La Frontera Routes 50 and 150. Vehicles shall be accessible and capable of transporting at least thirty-five (35) seated persons.
- 3.2. One (1) peak vehicle is required for the Round Rock Circulator Route 51. Vehicle shall be accessible and capable of transporting at least twelve (12) seated persons.
- 3.3. One (1) peak vehicle is required for the Round Rock Tech Ridge Limited Route 152. Vehicles shall be accessible and capable of transporting at least thirty-five (35) seated persons.
- 3.4. One (1) peak vehicle is required for the Round Rock – North MoPac Express. Vehicles shall be accessible and capable of transporting at least forty-six (46) seated persons.
- 3.5. The vehicles may be adjusted based on written agreement by both Parties.

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

The service period shall operate between approximately 6:00 a.m. — 8:30 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, day after Thanksgiving and Christmas Day.

#### **5. VEHICLES**

- 5.1. Fixed route and commuter express vehicles shall have adequate heating and air conditioning; two-way radios, fare box, interior lighting, interior and exterior signage, and any other on-board systems required for service. All vehicles shall be in sound condition, maintain a clean appearance of both exterior and interior of vehicle while in service.
- 5.2. All vehicles shall be painted in accordance with CapMetro's branding program. The City may elect to coordinate with CapMetro on representation of the City's service inside and outside the buses. CapMetro 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. The City is a recipient of Federal financial assistance and is required to comply with the Title VI of the Civil Rights Act of 1964. CapMetro shall post a Title VI notice in accordance with FTA requirements on the public's right under Title VI.
- 5.8. 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.
- 5.9. 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.
- 5.10. 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. CapMetro 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.).
- 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 are available and best effort will be made to replace any bus that may become disabled or otherwise unavailable for operations.
- 6.4. CapMetro shall ensure regular and frequent maintenance checks of bus lifts and ramps and will keep all lifts and ramps are in good running condition.

## **7. REPORTING**

- 7.1. CapMetro shall submit the results of periodic drug and alcohol audits as they are conducted in an electronic format to the City. CapMetro will also provide the City a copy of the annual Drug and Alcohol Management Information System (DAMIS) submission by CapMetro to the U.S. DOT. This report will include covered employees of CapMetro who may provide service to the City.
- 7.2. CapMetro shall electronically submit to the City, on a periodic basis, random drug and alcohol testing reports for the City to provide the proper federally required oversight of drug and alcohol testing.
- 7.3. CapMetro 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 CapMetro receives the document. The City will be notified immediately, by email, of passengers that receive medical attention.
  - 7.3.1. Notification emails:
    - Edna Johnson, [ejohnson@roundrocktexas.gov](mailto:ejohnson@roundrocktexas.gov)
    - Gary Hudder, [ghudder@roundrocktexas.gov](mailto:ghudder@roundrocktexas.gov)
    - Michael Bennett, [mbennett@roundrocktexas.gov](mailto:mbennett@roundrocktexas.gov)
- 7.4. CapMetro shall collect data as required by 49 U.S.C. 5335 (for National Transit Database), as amended, and any other pertinent information or reports requested by the City. The City shall submit system information to the Nation Transit Database (“NTD”) and FTA, as required by Section 5307.
- 7.5. CapMetro shall collect data, keep records and provide annual reports sufficient to enable the City to meet its NTD reporting obligations as required by federal law and shall coordinate with the City to ensure the data is reported by the proper party and there is no double reporting of NTD data.
- 7.6. CapMetro shall provide its written Public Transportation Agency Safety Plan (PTASP). It shall include:
  - Agency Information
  - Plan Approval and Updates

- Safety Management Policy
- Safety Risk Management Policy
- Safety Assurance Monitoring Plan
- Safety Promotion Plan

7.7. CapMetro shall submit to the City the following information on a monthly basis:

- Days of service
- Number of passengers
- Passengers per hour
- Passengers per mile
- Revenue hours
- Revenue miles
- Vehicle hours
- Vehicle miles

## **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 CapMetro services to improve service and respond to any changes requested by the City.
- 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, CapMetro and the City will coordinate to provide implementable options for increasing ridership. The City is responsible for public input and outreach, in compliance with the City's Title VI program and policies.

## **9. TRAINING**

- 9.1. All bus operators performing Transit Services 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

## **10. UNIFORM AND APPEARANCE**

- 10.1. All bus operators will wear uniforms branded with CapMetro logo and consistent with CapMetro'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. CapMetro shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Transit Services.
- 11.2. CapMetro shall provide dispatch and radio monitoring personnel during hours of revenue service. CapMetro shall be able to effectively dispatch assignments and provide prompt responses to driver and/or vehicle problems which could impact service.
- 11.3. All employees must be properly licensed for the class of vehicle operated and trained in accordance with the terms of applicable state, Federal Transit Administration (FTA), Department of Transportation (DOT) and municipal regulations.

## **12. FARE COLLECTION**

- 12.1. The City shall retain and deposit all revenues directly collected from sales by the City. CapMetro shall retain and deposit all revenues directly collected from the sale of passes in the CapMetro service area.
- 12.2. CapMetro shall provide the City with fare media for the Transit Services, with the design approved by the City. Transit Service fare media shall be coded for the Transit Service.
- 12.3. All fares will be honored between the Transit Services and CapMetro services.
- 12.4. All City proposed fares for the Transit Services shall initially align with CapMetro fares to provide a more seamless system for passengers. For Transit Services routes that do not connect to CapMetro services, changes to the fare structure shall be made at the discretion of the City, with a minimum 30-day notification of changes to CapMetro. It is the ultimate goal of the City and CapMetro to have a seamless fare structure.
- 12.5. CapMetro will establish and maintain adequate internal controls for revenue handling, accounting, reconciliation, and security.
- 12.6. CapMetro will coordinate with the City a scheduled day and time every month as needed to come to the City to issue reduce fare identification passes. Passes will be issued to Seniors 65 and older, Medicare card holders, Active-duty military personnel, riders with disabilities, who have been approved for both CapMetro and Round Rock ADA paratransit services

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

- 13.1. CapMetro and the City will coordinate to furnish all schedules, maps, tickets, transfers, passes and other printed materials required for marketing the Transit Service. CapMetro 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 the Transit Service will specify that the service is provided by the City and operated by CapMetro.

- 13.3. CapMetro will provide system-wide placards on all CapMetro buses advertising the implementation of Round Rock Transit Service. CapMetro and the City will coordinate on the most appropriate time to install the placards.

#### **14. USE OF TRANSIT CENTER**

- 14.1. The City agrees to allow CapMetro use of the City's Downtown Transit Terminal located at 300 W. Bagdad, Round Rock, Texas 78664 (the "**Transit Center**"), for passenger pickups and transfers for the Transit Service routes.
- 14.2. The Transit Center is operated under an Interlocal Agreement with CARTS which provides the City's residents an avenue to connect with CapMetro, Austin and all points served by CARTS Interurban network.
- 14.3. The office is staffed from 7:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m., Monday through Friday, excluding City and/or CARTS holidays. Restroom facilities and vending machines are available for bus operators use.

ATTACHMENT SFP-1 Schedule of Fees and Payments

<b>FY2023</b>	<b>Route 50</b>	<b>Route 51*</b>	<b>Route 150*</b>	<b>Route 152</b>	<b>Route 980</b>	<b>Total</b>
<b>Annual Hours</b>	5,555	968	528	2,719	778	10,548
<b>Hourly Operating Rate</b>	\$136.04	\$136.04	\$136.04	\$136.04	\$141.54	
<b>Total Annual Hourly Operating Cost</b>	\$755,702	\$131,687	\$71,829	\$369,893	\$110,118	
<b>Annual TAM</b>	\$37,413	\$10,250	\$10,250	\$54,399	\$22,880	
<b>Total Fixed Route Cost</b>	\$793,115	\$141,937	\$82,079	\$424,292	\$132,998	\$1,574,421

\* Route 51 is budgeted through January service change.

\* Route 150 is budgeted through January service change.

### ATTACHMENT INS-I – Insurance

Capital Metro will provide, at a minimum, the following levels of insurance through the Texas Municipal League Intergovernmental Risk Pool or a commercial carrier:

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.

Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with limits of One Hundred Thousand Dollars (\$100,000) and Three Hundred Thousand Dollars (\$300,000) Combined Single Limit of Liability as per Texas Tort Claims Act.

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.

**If Capital Metro is using a subcontractor to provide insurance, such subcontractor will carry:**

1. Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 50,000
Medical Expenses (any one person)	\$ 50,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$5,000,000
Products - Completed Operations Aggregate	\$1,000,000
2. Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$5,000,000 Combined Single Limit Bodily Injury and Property Damage or an umbrella policy with these same limits.
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.