

~ NOTICE OF MEETING ~
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
2910 East Fifth Street Austin, TX 78702

~ Agenda ~

Executive Assistant/Board Liaison Gina Estrada
512-389-7458

Monday, July 31, 2017

12:00 PM

Capital Metro Board Room

I. Pledge of Allegiance

II. Safety Briefing

III. Public Comment:

IV. Advisory Committee Updates:

1. Update on the Customer Satisfaction Advisory Committee (CSAC); and
2. Update on the Access Advisory Committee (AAC).

V. Executive Session of Chapter 551 of the Texas Government Code:

Section 551.074 for personnel matters President/CEO - annual performance review.

VI. Consent Items

1. Minutes for the June 26, 2017 Board of Directors Meeting

VII. Action Items:

1. Approval of a resolution authorizing the President/CEO, or her designee, to extend an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2017, through August 31, 2018.

2. Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute contracts with Andrews Kurth Kenyon; Bickerstaff Heath Delgado Acosta LLP; Greenberg Traurig LLP; Gruber Elrod Johansen Hail Shank; Husch Blackwell LLP; Jackson Lewis PC; Kaplan Kirsch & Rockwell LLP; K&L Gates LLP; Meyertons, Hood, Kivlin, Kowert & Goetzel; Olson & Olson LLP; Thompson Coburn LLP and Winstead PC for outside legal counsel services in the aggregate amount not to exceed \$2,400,000 for one (1) base year and three (3) one-year options.

3. Approval of a resolution authorizing the President/CEO, or her designee, to negotiate and execute an Interlocal Agreement (ILA) with Travis County for Transit Service and a Transit Development Plan (TDP) in an amount not to exceed \$168,789 in FTA Section 5307 funds from Capital Metro and \$231,095 in local funds from Travis County.

4. Approval of a resolution authorizing the President/CEO, or her designee, to negotiate and execute an interlocal agreement (ILA) with Travis County to fund a portion of Routes 233 and 237 in an amount not to exceed \$104,789 in FTA Section 5307 funds and \$215,095 in local funds from Travis County.

5. Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute Amendment #1 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for a period of three years in an amount not to exceed \$1,760,979.

6. Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute Amendment #1 to the Contracted Service Supplement No. 4 with Capital Area Rural Transportation System (CARTS) for the operation of Route 990 Manor Express for a period of three years in an amount not to exceed \$641,756.

7. Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute Amendment #1 to the Independently Provided Services Supplement No. 5 with Capital Area Rural Transportation System (CARTS) for provision of CARTS Route 1517/Gold for a period of five months in an amount not to exceed \$51,000.

8. Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute Amendment #1 to the Contracted Service Supplement No. 8 with Capital Area Rural Transportation System (CARTS) for the Operation of Route 470 - Manor Flex for a three-year period in an amount not to exceed \$701,577.

9. Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute Amendment #1 to the Contracted Service Supplement No. 9 with Capital Area Rural Transportation System (CARTS) for the operation of GoGeo Transit Services for a period of two years in an amount not to exceed \$1,772,387.

10.3861 : ILA with SAO for TeamMate License

11. Approval of a resolution confirming the evaluation rating for the third year of the President/CEO's Employment Agreement as Amended and Restated of January 1, 2014 and approving the amount of the annual performance award of ____ percent increase in base pay and a ____ percent performance bonus. The increases are awarded retroactively to the annual Employment Agreement date of July 26, 2016.

VIII. Presentations:

1. Proposed FY2018 Budget
2. Sustainability Update

IX. Reports:

1. President's Report

X. Items for Future Discussion:**XI. Adjournment****ADA Compliance**

Reasonable modifications and equal access to communications are provided upon request. Please call (512)389-7458 or email gina.estrada@capmetro.org if you need more information.

BOARD OF DIRECTORS: Wade Cooper, chair; Beverly Silas, vice chair; Juli Word, board secretary; Terry Mitchell, Pio Renteria, Delia Garza, Rita Jonse and Ann Kitchen. Board Liaison: Gina Estrada (512)389-7458, email gina.estrada@capmetro.org if you need more information.

The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.

Capital Metropolitan Transportation Authority
Board of Directors

MEETING DATE: 07/31/2017
(ID # 3847)

Minutes for the June 26, 2017 Board of Directors Meeting

Minutes for the June 26, 2017 Board of Directors Meeting

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
2910 East Fifth Street Austin, TX 78702**

~ Minutes ~

Executive Assistant/Board Liaison Gina Estrada
512-389-7458

Monday, June 26, 2017
12:00 PM

12:07 PM Meeting Called To Order
1:59 PM Meeting Adjourned

I. Pledge of Allegiance

II. Safety Briefing

Donna Simmons, Vice President of Administration and Risk Management Compliance Officer, provided the safety briefing for this month. She made note of the importance of the City of Austin's Vision Zero plan, which aims to reduce pedestrian and traffic fatalities. The primary goal of this plan is zero traffic deaths and injuries by 2025.

III. Recognition

Dottie Watkins, Vice President of Bus and Paratransit Services, presented the 2017 Capital Metro Rodeo winners. All of the winners, except Jose Gutierrez, were present and congratulated by the Board and staff.

IV. Public Comment:

Amanda Barczyk, Associate Director of Research at Dell Children's Trauma and Injury Research Center provided a report on child maltreatment occurring in Travis County. Data gathered from Texas Child Protective Services indicates the highest concentration of child maltreatment is occurring in what the Research Center refers to as the "East Austin Crescent" area - this is the area that starts in the Rundberg area in Northeast Austin and extends east and further down southwest. This area is in demand of access to mental health and substance use services. However, there is an inequitable distribution of these services in our community, as these services are primarily located on the west side of I-35 - in the urban core area. East/West transit is desperately needed. Ms. Barczyk would like us to consider transportation services to the East Austin Crescent area as we modify bus routes. Staff will work with Ms. Barczyk to see how we can collaborate and identify some things that can be done.

Jay Blazek Crossley, member of the Multi Modal Advisory Committee, spoke in favor of adding Oltorf and Pleasant Valley corridors to Phase Two of Project Connect. He suggested investing higher frequency to these routes.

Susan Pantell, citizen, supports Project Connect Phase One recommendations and recommended projects. She supports high capacity transit but wants an equitable system that serves the people that depend on public transportation. Ms. Pantell also shared comments regarding the new Pick-up Pilot program.

V. Advisory Committee Updates:

1. Update on the Access Advisory Committee (AAC)

Sam Sargent, Community Involvement Team, provided the report for AAC. Members of the committee met on June 7th and heard reports on the following:

- Quarterly Capital Projects and Bus Stop Accessibility Update
- Update on the Pickup pilot service

Attachment: 170626 Board Meeting Minutes (3847 : Minutes for the June 26, 2017 Board of Directors Meeting)

The Customer Satisfaction Advisory Committee (CSAC) did not meet this month.

VI. Board Committee Updates:

1. Finance, Audit and Administration Committee; and

Board Member Mitchell, the Chair of Finance, Audit and Administration Committee as well as Capital Metro's CAMPO representative, was unable to attend today's meeting so no reports were given.

2. CAMPO update

VII. Consent Items

1. Minutes for the May 22, 2017 Board Meeting.

2. Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute a contract amendment with DuBois, Bryant & Campbell, LLP for legal services related to the Saltillo Property Project for a total not to exceed amount of \$630,000.

VIII. Action Items:

1. Approval of a resolution authorizing the President/CEO, or her designee, to execute a contract with Indra USA Inc. to provide maintenance and support of the TVM (Ticket Vending Machine) system in the amount of \$436,197 for the base year with 3 one-year options in an amount not to exceed \$1,495,824.

Charlie Jackson, Manager, Technology/Transit Systems, presented this item. The current maintenance contract will expire June 30, 2017, therefore a new contract is required to continue support until new TVMs can be procured. This contract is a continuation of vendor maintenance and support for the TVM system that supports rail customer ticketing. The maintenance includes software licensing and field support of TVMs and validators to ensure consistent availability of the TVMs to our customers.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rita Jonse, Board Member
SECONDER:	Ann Kitchen, Board Member
AYES:	Silas, Word, Cooper, Kitchen, Jonse, Renteria
ABSENT:	Mitchell, Garza

2. Approval of a resolution authorizing the President/CEO or her designee, to finalize and execute a contract with C.D.L. Electric Co., Inc. to furnish and install a grade crossing warning system with bells, flashing lights and gate arms at the Fricke Road private crossing located approximately one mile south of the Howard Station for an amount not to exceed \$195,623.

Danny Bailey, Interim Vice President of Rail Operations, presented this item. In August, 2012 the Board accepted Rail Operations' plan to signalize each private crossing within the Commuter Corridor at the rate of one each year. Private crossings are at-grade crossings which provide access across the railroad tracks for privately owned roads. Private crossings on the Capital Metro Railroad are required to have a stop sign, a private crossing railroad crossing sign, an emergency notification sign and a no train horn sign. Adding an active grade crossing warning system to the Fricke Road crossing will provide users of the crossing with an active grade crossing warning system consisting of bells, flashing lights and crossing gate arms.

Board Member Kitchen wanted to know why this particular crossing was selected. This crossing has the most traffic and was next on the list of projects to be completed. Board Member Renteria commented it also needed to be addressed due to a tragic accident near this crossing back in 2012.

Attachment: 170626 Board Meeting Minutes (3847 : Minutes for the June 26, 2017 Board of Directors Meeting)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sabino Renteria, Board Member
SECONDER:	Juli Word, Secretary
AYES:	Silas, Word, Cooper, Kitchen, Jonse, Renteria
ABSENT:	Mitchell, Garza

3. Approval of a resolution authorizing the President/CEO, or her designee, to negotiate, finalize and execute an Interlocal Agreement with the City of Austin in order to design and build a 12" water line betterment on behalf of the Austin Water Utility as part of the Downtown Rail Station Improvements project for which the City of Austin will reimburse Capital Metro a proportionate share.

Marcus Guerrero, Project Manager for the Downtown Station, presented this item. The Board approved a Master Interlocal Agreement (ILA) last month with the City of Austin (COA) for Downtown Waterline Betterment. Capital Metro will design and build a 12" waterline betterment (upgraded from an existing 8") between Sabine Street and I-35 on behalf of the City of Austin Water Utility. The City will reimburse Capital Metro 33% of the design costs and the incremental construction cost difference between an 8" water line and the 12" betterment. The reimbursement to Capital Metro is estimated at approximately \$30,000.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rita Jonse, Board Member
SECONDER:	Ann Kitchen, Board Member
AYES:	Silas, Word, Cooper, Kitchen, Jonse, Renteria
ABSENT:	Mitchell, Garza

4. Approval of a resolution authorizing the President/CEO, or her designee, to authorize the Project Connect Team -staff and consultants- to initiate Phase 2 (Real Solutions for Real Problems) by approving the list of Investment Corridors and Enhancement Projects selected during the development of Phase I (Big Ideas – Bold Starts) of Project Connect.

Todd Hemingson, VP, Planning & Development, presented this item. Authorization by the Board will allow the Project Connect team to move forward with Phase 2 of the development strategy of Project Connect. Phase 2 will commence a detailed technical evaluation of each one of the recommended investment corridors and enhancement projects to define the best system of solutions with the most effective strategy for implementation. Todd recapped version 1 of the project and stated we are refining the Project Connect plan to select high-capacity transit solutions for travel into, out of, and within Central Austin from the surrounding metro region. The project timeline and the map of the investment corridors were also discussed. Lastly, recommendations to upgrade and improve MetroRapid, MetroRail, MetroExpress and the addition of mobility hubs were suggested.

Public Comment:

Zenobia Joseph, citizen, opposes moving forward with Phase 2 of Project Connect. She believes Project Connect and Connections 2025 go hand in hand and is concerned the public does not understand the difference between the two. She voiced her concerns regarding lack of accountability, integrity, transparency and conflict of interest regarding both projects. In addition, she had comments regarding routes 820, 20, 100 and 37 and stated a cost benefit analysis should have been done on some of these routes.

Susan Somers, citizen, serves on AURA's multi modal advisory committee for Project Connect. She spoke in favor of the Otorf and Pleasant Valley corridors and suggested they be added to Phase 2 of Project Connect for future study. She also expressed concerns regarding the proposed BRT commuter

Attachment: 170626 Board Meeting Minutes (3847 : Minutes for the June 26, 2017 Board of Directors Meeting)

routes and asked that we look at all data for the best routes before a decision is made.

Board Member Cooper asked for clarification on the following:

- *Equity issues related to Oltorf and Pleasant*
- *Regional approval for Project Connect*
- *Difference between Connections 2025 and Project Connect*

Todd Hemingson provided the following response:

- *Difference between Connections 2025 and Project Connect:* Whether the public is clear on the differences between the two studies depends on who you ask. Plenty of people are not aware of either studies. Nevertheless, we've engaged with stakeholders whom we believe recognize the difference. We've provided a map that illustrates the underlying Connections 2025 routes and how these two plans work together to form the overall system.
- *Regional approval for Project Connect:* We've briefed City Council, Travis County Commissioners and other policy boards.
- *Equity issues related to Oltorf and Pleasant Valley:* These two corridors scored the highest in the quantitative but not qualitative side of our evaluation process. On the qualitative side they scored very low in regional connectivity, state/federal funding opportunities, TOD recent developments, and other factors. However, both corridors are slated to receive frequent service.

Board Member Kitchen motioned and suggested the following amendment to the list of investment corridors and enhancement projects to study in Phase 2:

- As additional connector corridors, Oltorf and Pleasant Valley
- Extension of North Lamar north of Rundberg to study potential opportunities to leverage mobility bond investments
- Extension of South Lamar further south along Manchaca Road, and extension of South Congress further south.

Include in Phase 2 analyses the following:

- Opportunity to leverage with mobility investments and land use development, including CodeNext and affordable housing investments
- Equity analysis of each of the corridors
- Analysis of the beginning and end points of each proposed corridor, including factors such as ridership, leveraging investments, population and other relevant factors.

Renteria seconded. Motion carries: 6-0

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Ann Kitchen, Board Member
SECONDER:	Sabino Renteria, Board Member
AYES:	Silas, Word, Cooper, Kitchen, Jonse, Renteria
ABSENT:	Mitchell, Garza

IX. Presentations:

1. Transit Empowerment Fund

Eric Bustos, Interim Government Relations Manager introduced Janet Allen, the Board Chair of the Transit Empowerment Fund. Ms. Allen provided a comprehensive overview of the Fund. The mission of the TEF is to enhance access to transportation for low-income, transit dependent individuals in the Austin area. The Fund was established with an allocation of funding from CapMetro in 2011 to address

the needs of low income transit dependent riders by providing support to nonprofits who serve them. The report included the following:

- History of Funding
- Impact on Community
- Primary Purposes of Passes and Rider Eligibility for Passes
- Pass Process and Board Considerations when Making Awards
- List of Recipients Currently Distributing Bus Passes
- Gender and Age of Pass Recipients
- Demonstration Projects
- Microgrants
- Other Accomplishments and Future Plans

Board Member Kitchen requested a copy of the AGE of Central Texas Senior Transportation Research Project report.

Lastly, Board Members Cooper and Kitchen commented that it would be helpful to see a report, if possible, on the areas of town that are transit “deserts” and the Fund's recommendation on how to address those transit service gaps.

X. Reports:

1. Operations

Dottie Watkins, Vice President, Bus & Paratransit Services, presented the Q2 FY18 Operations Report. The report included information on the following service modes:

- Bus
- BRT
- Paratransit
- Rail
- Overall Customer Satisfaction Index: 6.08

2. President's Report

President/CEO Linda Watson presented her report. The report included the following:

- APD Evacuation bus - Board member Silas related a personal experience that we recently provided a bus for residents of an apartment complex that were evacuated due to a SWAT situation. The residents needed a place to be cool. The café next door to the apartment complex donated two cases of water and she provided food for everyone in the bus. That same week IRS received a bomb threat and we provided circular bus to its employees from IRS to Travis High School. She thanked the contractors and operators for their service
- Capital Metro has been awarded a \$9.8 Million grant from the Federal Railroad Administration to assist with implementation efforts on Positive Train Control (PTC). President Watson thanked Melvin Clark for his efforts with this grant.
- Last Mile Summit and MetroWorks Program. The Last Mile Summit was a recent event co-sponsored by the Austin Chamber of Commerce that brought together area employers who want to find new ways to get their employees to work. And our business program MetroWorks has been having a great year bringing in these types of employers and signing agreements for them to provide discounted passes. President Watson thanked staff Lonny Stern & Greg Buford for their work on these initiatives.
- Austin Youth Film Fest Winner - Transit Category. President Watson showed a short film created by students participating in the Austin Youth Film Fest with transit as the topic. The winning entry in the transit category was called Every Swipe is Something New, created by students at the Headwaters School.

Lastly, President Watson reminded the Board about the Plaza Saltillo Groundbreaking on June 28 and

stated we have 160 RSVPs to date. She gave special thanks to Kerri Butcher and Gerardo Castillo for their work on getting the final agreements signed.

XI. Items for Future Discussion:

XII. Adjournment

ADA Compliance

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**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 07/31/2017
(ID # 3848)
ILA Extension with the ACC**

Approval of a resolution authorizing the President/CEO, or her designee, to extend an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2017, through August 31, 2018.

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 7/31/2017
(ID # AI-2017-475)
Austin Community College ILA Extension**

SUBJECT:

Approval of a resolution authorizing the President/CEO, or her designee, to extend an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2017, through August 31, 2018.

FISCAL IMPACT:

This action is revenue-generating.

STRATEGIC PLAN:

Strategic Goal Alignment:

2. Increase Ridership,
3. Community

Strategic Objectives:

- 2.2 - Lead public transportation and development.
- 3.4 - Support plans and programs designed to build ridership and increase market share of alternate transit use.

EXPLANATION OF STRATEGIC ALIGNMENT:

Austin Community College wishes to exercise its option to extend the current Interlocal Agreement for a period of 1 year from September 1, 2017, through August 31, 2018.

BUSINESS CASE:

The ILA has positively impacted ridership and demand for Capital Metro's services and has been well utilized by Austin Community College students and employees. The proposed extension will allow Austin Community College students and employees to continue to make use of our services.

COMMITTEE RECOMMENDATION:

This agenda item will be presented to the full board on July 31, 2017.

EXECUTIVE SUMMARY:

As part of Capital Metro's and Austin Community College's continued joint effort to promote sustainability through transportation alternatives – thereby reducing the number of individual car trips and reducing parking expenses – this agreement extends an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of 1 year from September 1, 2017, through August 31, 2018. The proposed extension effectively exercises a single option to extend for one year an



interlocal agreement which expires on August 31, 2017.

DBE/SBE PARTICIPATION: Does not apply

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Marketing/Communications



**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

STATE OF TEXAS

COUNTY OF

TRAVIS

RESOLUTION (ID # AI-2017-475)

Austin Community College ILA Extension

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to demonstrate the value of public transportation in a dynamic community; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to develop new ridership markets.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President/CEO, or her designee, is authorized to extend an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2017, through August 31, 2018.

Date: _____

**Secretary of the Board
Juli Word**

Attachment: Resolution-AI-2017-475 (3848 : ILA Extension with the ACC)

**INTERLOCAL AGREEMENT
BETWEEN
AUSTIN COMMUNITY COLLEGE
AND
THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

This Interlocal Agreement (“Agreement”) is entered into by and between Austin Community College (“ACC”) a community college organized under the laws of the State of Texas and Capital Metropolitan Transportation Authority (“Capital Metro”) a transportation authority and political subdivision organized under Chapter 451 of the Texas Transportation Code, collectively referred to as the “Parties”.

I. Recitals

1. Background

- The Parties recognize the importance of regional mobility and the desire to encourage ACC students and employees to access public transportation.
- This Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.
- The Parties represent that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas or its charter.
- The Parties represent that the compensation paid under this Agreement is fair and reasonable considering the services and functions to be performed under this Agreement.
- The Parties now desire to enter into a mutually beneficially agreement that meets the transportation mobility needs of both Parties.

2. Other Agreements

This Agreement shall supersede and be in lieu of that certain Agreement between ACC and Capital Metro effective January 1, 2011 as extended by an Amendment thereto effective September 5, 2013, regarding

transportation services generally provided by Capital Metro, which agreement has a term ending August 31, 2014. This Agreement shall *not* have any effect upon that certain Interlocal Agreement between ACC and Capital Metro effective February 12, 2014 providing for transportation services to ACC's Cypress Creek Campus in Cedar Park, Texas (the "Cypress Creek ILA") which shall continue in full force and effect.

In consideration of mutual covenants and agreements contained herein, the Parties agree to the terms and conditions below as evidenced by the signatures of their respective authorized representatives.

II. Certain Definitions

1. "Commuter Service" means Capital Metro's Metro Rail services and all "Express" services, being Capital Metro's routes 935 through 990.
2. "Local Service" means Capital Metro's bus routes 1 through 99 and all shuttle bus services providing transportation to the University of Texas campuses and facilities.
3. "MetroAccess Service" means Capital Metro's services to mobility impaired persons.
4. "Premium Service" means Capital Metro services styled "MetroRapid" and "Flyer" services, being Capital Metro's routes 100 through 990.
5. Other capitalized terms will have the definitions given to them in this Agreement.

III. Scope

1. **Services.** The purpose of this Agreement is to provide ACC students and employees access to the use of Capital Metro’s Local, Premium, Commuter transit services, and MetroAccess Service (collectively the “Services”). Rideshare services and services provided pursuant to the Cypress Creek ILA are not included in or subject to this Agreement.

1.1 **Local, Premium, and Commuter Transit Services.** ACC students and employees will be eligible to utilize Capital Metro’s Local, Premium and Commuter transit services as described in this Agreement if the student or employee possesses a valid and current ACC identification (“Eligible ACC Students and Employees”). Eligible Students and Employees will have unlimited use of the Services when they swipe a valid transportation pass and present an ACC identification upon request. All fares of Eligible Students and Employees will be borne by ACC and no fares will be required by Capital Metro to be paid by such students and employees.

1.2 **MetroAccess.** MetroAccess Service will be provided to Eligible ACC students and Employees that have been certified for MetroAccess Service via Capital Metro’s certification process. Such certified Eligible Students and Employees must follow the Capital Metro process for reservations and services. ACC understands that it will be charged on a per-ride basis for MetroAccess Services provided to certified Eligible Students and Employees that use the MetroAccess Service at Capital Metro’s standard published rates.

1.3 **Coordination.** Capital Metro and ACC understand the need for coordination and prior approval of the respective governing bodies regarding services, activities and initiatives; including services, activities and initiatives that involve additional funds. The Parties agree to work together in good faith to coordinate any approvals necessary to obtain services, activities and initiatives that further the goals of this Agreement. Such cooperation and coordination shall include the following:

- a) Capital Metro and ACC staff will outline the various roles and responsibilities needed to promote and increase ACC student and employee ridership. This may include, but is not limited to, providing more efficient access to between ACC campuses and the currently available programs for transit or alternative transportation.
- b) ACC will promote transit use to its students and employees with the assistance of the Capital Metro Communications and Marketing staff.

2. **Transit Passes.** Capital Metro will deliver the number of transit passes requested by ACC two weeks before the effective date of each semester during the term of this Agreement. ACC will be responsible for distributing the transit passes to Eligible Students and Employees. ACC may request additional transit passes during each semester. ACC will coordinate with Capital Metro to determine the number of additional passes to be provided. Additional transit passes will be delivered within 14 business days after placing the order. If ACC learns that a transit pass has been stolen, lost or become inoperable, ACC will contact Capital Metro to deactivate the transit pass. ACC is entitled to 4 free deactivations per semester at no cost. Each additional deactivation will be assessed a \$10.00 fee.

3. **Holidays.** The following holidays are observed by Capital Metro and may alter the level of services:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

4. Monitoring and Reporting.

4.1 Monthly Determinations of Local, Premium, and Commuter Transit Services.

Capital Metro will use its fare collection equipment to monitor, compile and analyze ridership data. Capital Metro will provide monthly reports to ACC based on this data. Capital Metro and ACC will review ridership services and employee eligibility each month to determine the amount of each of the types of services provided and the amounts owing for such services. Capital Metro will submit monthly invoices to ACC for these Services based upon such determination.

4.2 Monthly Determinations of MetroAccess Services.

Capital Metro will monitor, compile and analyze the ACC Eligible Student and Employee use of MetroAccess Services. This information will be reported monthly to ACC. Capital Metro and ACC will review the ridership services and eligibility for MetroAccess each month to determine the amount of such the services and the amounts owing for such services. Capital Metro will submit monthly invoices to ACC for these services based upon such determination.

IV. Term and Termination

- 1. **Term.** This Agreement will be executed and effective September 1, 2014 (“Effective Date”) and will remain effective through August 31, 2017. The initial term of this Agreement will be 36 months. This Agreement may be renewed for one additional 12-month optional renewal

Attachment: Capital Metro - ACC 2014 ILA (3848 : ILA Extension with the ACC)

(September 1, 2017 through August 31, 2018). Such optional renewal and extension is subject to the review and approval of both the Capital Metro Board of Directors and the ACC Board of Trustees. If Capital Metro chooses to exercise the optional renewal, Capital Metro will provide written notice of its desire to continue the Agreement to ACC 90 calendar days prior to the expiration of the Agreement. Any changes to the price per ride or payment terms will be negotiated in good faith between the Parties at least 60 calendar days prior to the expiration of the current term. If no changes to the price per ride or other payment terms are agreed upon, then the existing rates and payment terms shall continue to apply for the renewal period.

2. **Termination.** Either Party may exercise the right to terminate this Agreement, in whole or part, without cause, upon 90 calendar days' prior written notice. Upon receipt of the termination notice Capital Metro will cease all work on the 90th day (Termination Date) following the date of the termination notice. ACC will pay Capital Metro for all Services performed and obligations incurred prior to the Termination Date. If ACC's retainer is not depleted after payment of obligations incurred and Services performed prior to the Termination Date, Capital Metro will refund ACC the remaining amount within 30 calendar days of the Termination Date. If ACC's retainer has been depleted as of the Termination Date, Capital Metro will invoice ACC the outstanding amount due under the Agreement within 30 days of the Termination Date.

V. Compensation and Payment

1. **Retainer Amount.** ACC will pay to Capital Metro a retainer amount of **\$500,000** for the use beginning September 1, 2014. ACC will be charged on a per ride basis for ACC Eligible Students and Employees that utilize the Services and such invoiced charges will be deducted from the retainer. Once the retainer is depleted, ACC will pay Capital Metro invoices on a monthly basis for the Services.

ACC will provide the retainer amount to Capital Metro, in advance, on or before September 1, 2014. Capital Metro will then provide to ACC the transit passes included in Section II.2 above. Passes for subsequent semesters will be issued promptly after being requested. During the term of this Agreement ACC will pay Capital Metro for Local, Premium, and Commuter transit Services (as defined in Article II above) on a per ride basis as set forth below.

1.1 The cost per ride for such Services will be as follows:

Type Service	Price Per Ride for Year		
	September 1, 2014 – August 31, 2015	September 1, 2015 – August 31, 2016	September 1, 2016 – August 31, 2017
Local	\$0.60	\$0.70	\$0.80
Premium	\$0.90	\$1.05	\$1.15
Commuter	\$1.50	\$1.95	\$2.25

1.2 During the term of this Agreement ACC will pay Capital Metro on a per ride basis for MetroAccess services. The cost per ride for MetroAccess service is the standard published fare.

1.3 ACC will pay Capital Metro its out of pocket costs for production of the transit passes. Such costs may also be deducted from the retainer.

2. **Invoices.** Invoices will initially be paid by reductions to the retainer. When the retainer provided by ACC is depleted, Capital Metro will continue to submit itemized invoices to ACC identifying all rides not covered by the retainer. Each invoice will contain the following: 1) a different invoice number (i.e. invoices will not have duplicate numbers); 2) the purchase order or delivery order number, if applicable; 3) the Department’s name and 4) the name of the point of contact for the Department. Invoices will be mailed to:

Attachment: Capital Metro - ACC 2014 ILA (3848 : ILA Extension with the ACC)

Austin Community College

Business Services

Attn: Neil Vickers

9101 Tuscany Way

Austin, Texas 78754

3. **Prompt Pay.** Once the retainer is fully depleted, ACC will pay all additional invoiced services on a monthly basis in accordance with Texas Prompt Payment Act, Chapter 2251, Texas Government Code.
4. **Non-appropriations.** This Agreement is dependent upon the availability of ACC funding. ACC's payment obligations are payable only from funds appropriated and available for the Agreement. ACC will provide Capital Metro written notice if it fails to appropriate the funds to pay the amounts due under this Agreement. ACC will also notify Capital Metro as soon as practicable if there is a reduction of the appropriated funds necessary for ACC to perform under this Agreement, or there is insufficient fund available for ACC to pay its obligations under this Agreement.

VI. General Terms and Conditions

1. Right to Audit.

- 1.1 ACC agrees to allow authorized Capital Metro representatives access to all records related to this Agreement. In addition, ACC agrees to only distribute transit passes and MetroAccess tickets to eligible students, faculty, and staff. ACC will take adequate measures to prevent the transference of transfer passes and tickets to individuals not associated with ACC.
- 1.2 Capital Metro agrees to allow authorized representatives of the Office of the ACC Auditor, or other authorized representatives of ACC, access to, and the right to audit,

examine, or reproduce, an all Capital Metro records related to the performance of this Agreement. Capital Metro will retain records for the period set forth in subparagraph 4 below. Capital Metro agrees to refund to ACC any overpayments disclosed by an ACC audit.

2. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of the Parties; however, Capital Metro expressly reserves the right in its sole discretion, to amend this Agreement unilaterally with ten (10) business day's written notice to ensure compliance of this Agreement with state or federal law or other regulation.
3. **Texas Public Information Act.** It will be the responsibility of each Party to comply with the provisions of Chapter 552, Texas Government Code, (Texas Public Information Act) and the Attorney General Opinions issued under that statute. Neither Party is authorized to receive requests or take any other action under the Texas Public Information Act on behalf of the other Party. Responses to requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act. The provisions of this paragraph survive the termination or expiration of this Agreement.
4. **Maintenance of Records.** Capital Metro and ACC will maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with applicable state of Texas requirements. These supporting fiscal documents will be maintained and retained for a period of four (4) years from the later of: (a) termination of this Agreement, (b) submission of the final invoices, or (c) until resolution of all billing questions.
5. **Applicable Law. This Agreement will be governed by and construed in accordance with the laws and** constitution of the State of Texas.
6. **Venue.** Venue for any action arising under this Agreement will be in Travis County, Texas.

7. **Successors and Assigns.** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other party. Any attempt to assign this Agreement, without the consent of the non-assigning Party, will be void. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns (if any).
8. **Independent Contractor.** This Agreement will not be construed as creating an employer-employee relationship, a partnership, or a joint venture between the Parties.
9. **Disputes.** The Parties will make every possible attempt to resolve, in an amicable manner, all disputes between the parties concerning the interpretation of this Agreement. ACC will submit written notice of any claim of breach of contract under this Agreement to the Capital Metro, who will examine ACC's claim and any counterclaim and negotiate with ACC in an effort to resolve the claim.
10. **INDEMNIFICATION. THE PARTIES AGREE THAT EACH GOVERNMENTAL ENTITY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE NEGLIGENT ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH, OR AS A CONSEQUENCE OF ITS PERFORMANCE UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, TORT OR OTHER ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.**
11. **Force Majeure.** Except as otherwise provided, neither Party is liable to the other for any delay in, or failure of performance, of a requirement contained in this Agreement caused by force

majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the control of either Party and that by exercise or due foresight, such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each Party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.

- 12. Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such 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 will be construed as severable from the remainder of this Agreement and will not affect the validity of all other provisions of this Agreement, which will remain of full force and effect.
- 13. Headings.** The headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement.
- 14. Notices.** Any notice required or permitted to be delivered under this Agreement will be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to ACC or Capital Metro, at the addresses set forth below. Notice given in any other manner will be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party.

ACC: Austin Community College

ATTN: Executive Vice President of Finance and Administration

9101 Tuscan Way
Austin, TX 78754

Capital Metro: Capital Metro
ATTN: Chief Counsel
2910 East 5th Street
Austin, Texas 78702

15. **Government Entities.** The Parties to this Agreement are governmental entities within the State of Texas 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.
16. **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 contained in this Agreement. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of Capital Metro, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Capital Metro Board of Directors.
17. **Certifications.** The Undersigned Parties do hereby certify that: (a) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected governmental entities; (b) the proposed arrangements serve the interest of efficient and economical administration of Capital Metro and ACC; (c) the services contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under Agreement

given to the lowest responsible bidder nor is this Agreement prohibited by Texas Government Code, Section 771.003(b); and (d) this Agreement neither requires nor permits either Party to exceed its duties and responsibilities or the limitations of its appropriated funds.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned, duly authorized representatives to be effective as of the date of the last party to sign.

**Capital Metropolitan
Transportation Authority**

Austin Community College

By: _____

By: _____

Linda S. Watson

Name: _____

President/CEO

Title: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Legal

Attachment: Capital Metro - ACC 2014 ILA (3848 : ILA Extension with the ACC)

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 07/31/2017
(ID # 3849)
Outside Legal Counsel Services**

Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute contracts with Andrews Kurth Kenyon; Bickerstaff Heath Delgado Acosta LLP; Greenberg Traurig LLP; Gruber Elrod Johansen Hail Shank; Husch Blackwell LLP; Jackson Lewis PC; Kaplan Kirsch & Rockwell LLP; K&L Gates LLP; Meyertons, Hood, Kivlin, Kowert & Goetzel; Olson & Olson LLP; Thompson Coburn LLP and Winstead PC for outside legal counsel services in the aggregate amount not to exceed \$2,400,000 for one (1) base year and three (3) one-year options.

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 7/31/2017
(ID # AI-2017-497)
Outside Legal Counsel Services**

SUBJECT:

Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute contracts with Andrews Kurth Kenyon; Bickerstaff Heath Delgado Acosta LLP; Greenberg Traurig LLP; Gruber Elrod Johansen Hail Shank; Husch Blackwell LLP; Jackson Lewis PC; Kaplan Kirsch & Rockwell LLP; K&L Gates LLP; Meyertons, Hood, Kivlin, Kowert & Goetzel; Olson & Olson LLP; Thompson Coburn LLP and Winstead PC for outside legal counsel services in the aggregate amount not to exceed \$2,400,000 for one (1) base year and three (3) one-year options.

FISCAL IMPACT:

Funding for this action is available in the FY2017 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

5. Finance

Strategic Objectives:

5.1 Continue improvement of the financial systems of the agency

EXPLANATION OF STRATEGIC ALIGNMENT:

The provision of quality outside legal counsel services mitigates financial and legal risks to the Authority to support the improved financial health of the agency and provide the best service to the community.

BUSINESS CASE:

Outside legal counsel services are required to supplement the available resources of in-house legal counsel to meet agency legal needs in a timely manner or needs in specialized areas of law requiring certain subject matter expertise.

COMMITTEE RECOMMENDATION:

This agenda item will be presented to the full board on July 31, 2017.

EXECUTIVE SUMMARY:

Capital Metro employs in-house legal counsel to address the need for daily legal advice, counsel and representation of the Authority. In addition to these daily needs, Capital Metro routinely requires the services and expertise of outside legal counsel to supplement the resources of in-house legal staff or to provide services in highly-specialized areas of the law.

It is difficult to predict what type of legal services will be required in advance of an immediate need, making the procurement of individual legal services challenging. However, in order to ensure adequate competition and fair and reasonable price assessments for contracts for Outside Legal Counsel Services, Capital Metro solicits and enters into contracts with a variety of law firms in advance of a need for services in order to ensure their availability as they are required.



Law firms proposed their services based on legal practice areas identified by Capital Metro as potential needs as well as on their ability to provide General Counsel services in any area of expertise required. Based on the proposals received, the following recommendations are made:

CONTRACTOR	AREAS OF PRACTICE
Andrews Kurth Kenyon	Finance for Transit Agencies
Bickerstaff Heath Delgado Acosta LLP	Ethics, Texas Public Information Act, Texas Open Meetings Act and Governance
GreenbergTraurig LLP	Litigation
Gruber Elrod Johansen Hail Shank	Litigation
Husch Blackwell LLP	Real Estate
Jackson Lewis PC	Labor and Employment Law
Kaplan Kirsch & Rockwell LLP	Federal Transportation Law
K&L Gates LLP	General Counsel Services; Finance for Transit Agencies
Meyertons, Hood, Kivlin, Kowert & Goetzel	Intellectual Property
Olson & Olson LLP	State Transportation Law
Thompson Coburn LLP	Federal Transportation Law; Pension and Tax Law
Winstead PC	Real Estate; Intellectual Property; Labor and Employment Law

The contracts will be awarded with a total not to exceed amount for all contracts of \$2,400,000 for a base period of one (1) year with three (3) one-year options based on historical needs for outside legal counsel services. These will be Task Order contracts and work will be requested and performed as legal needs arise. There is no guarantee that a firm will receive work under these contracts if services in their practice area is not required and no minimum work is guaranteed. In addition, Capital Metro may obtain required legal services during the term of these contracts outside the scope of services or expertise of one of these firms.

DBE/SBE PARTICIPATION: Does not apply

PROCUREMENT:

The RFP was issued on March 17, 2017 and twelve (12) proposals were received by the due date of April 20, 2017. The evaluation team met on May 4, 2017, to discuss the matrix results of evaluations of all proposals, and the consensus resulted in agreement to recommend all twelve (12) firms to the Capital Metro Board of Directors:

1. Andrews Kurth Kenyon
2. Bickerstaff Heath Delgado Acosta LLP
3. GreenbergTraurig LLP



4. Gruber Elrod Johansen Hail Shank
5. Husch Blackwell LLP
6. Jackson Lewis PC
7. Kaplan Kirsch & Rockwell LLP
8. K&L Gates LLP
9. Meyertons, Hood, Kivlin, Kowert & Goetzel
10. Olson & Olson LLP
11. Thompson Coburn LLP
12. Winstead PC

The prices are considered fair and reasonable based on adequate competition.

The resulting twelve (12) contracts will be indefinite quantity/indefinite delivery contracts for a not-to-exceed amount for 12 contracts of \$600,000 for a one-year base period plus a not-to-exceed amount for all 12 contracts of \$1,800,000 for three (3) Option Periods of 12 months each, for a total not-to-exceed amount for all 12 contracts of \$2,400,000 for four (4) years.

RESPONSIBLE DEPARTMENT: Legal



**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2017-497)

Outside Legal Counsel Services

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the requirement for outside legal counsel services to be available on an as needed basis; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management desire to have qualified law firms readily available to provide services as the need arises.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the president/CEO, or her designee, is authorized to finalize and execute contracts with Andrews Kurth Kenyon; Bickerstaff Heath Delgado Acosta LLP; GreenbergTraurig LLP; Gruber Elrod Johansen Hail Shank; Husch Blackwell LLP; Jackson Lewis PC; Kaplan Kirsch & Rockwell LLP; K&L Gates LLP; Meyertons, Hood, Kivlin, Kowert & Goetzl; Olson & Olson LLP; Thompson Coburn LLP and Winstead PC for outside legal counsel services in the aggregate amount not to exceed \$2,400,000 for one (1) base year and three (3) one-year options.

Date: _____

**Secretary of the Board
Juli Word**

Attachment: Resolution-AI-2017-497 (3849 : Outside Legal Counsel Services)

ILA with Travis County for Transit Development Plan

Approval of a resolution authorizing the President/CEO, or her designee, to negotiate and execute an Interlocal Agreement (ILA) with Travis County for Transit Service and a Transit Development Plan (TDP) in an amount not to exceed \$168,789 in FTA Section 5307 funds from Capital Metro and \$231,095 in local funds from Travis County.

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 7/31/2017
(ID # AI-2017-516)**

ILA with Travis County for a Transit Development Plan

SUBJECT:

Approval of a resolution authorizing the President/CEO, or her designee, to negotiate and execute an Interlocal Agreement (ILA) with Travis County for a Transit Development Plan (TDP) in an amount not to exceed \$64,000 in FTA Section 5307 funds and \$16,000 in local funds from Travis County.

FISCAL IMPACT:

Funding for this action is available in the FY2017 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

2. Increase Ridership

Strategic Objectives:

2.2 Lead public transportation and development,

2.3 Pursue service expansion opportunities

EXPLANATION OF STRATEGIC ALIGNMENT:

This project will establish a partnership between Capital Metro and Travis County to use Section 5307 funding for a TDP. The TDP will provide service recommendations and a financing plan in order to assist Travis County in making decisions for future transit decisions with Capital Metro.

BUSINESS CASE:

As the FTA Designated Recipient for transit funding for the Austin Urbanized Area, Capital Metro is responsible for allocating FTA Section 5307 funds within the urbanized area. Through this ILA, Capital Metro and Travis County will develop a TDP in compliance with the regional Service Expansion Policy. The TDP will be paid through FTA Section 5307 funds from Capital Metro and general funds from Travis County.

COMMITTEE RECOMMENDATION:

This agenda item will be presented to the full board on July 31, 2017.

EXECUTIVE SUMMARY:

Travis County Transportation and Natural Resources (TNR) staff is developing the County's first Transportation Plan for the unincorporated portions of Travis County. During the public engagement portion of the plan, the need for transit was determined to be a high priority transportation need. Capital Metro staff participated in the process as a stakeholder and worked with Travis County staff to determine how to move forward with additional transit planning for the urbanized portion of the unincorporated area.

In order to provide a sustainable funding partnership for transit planning and service in



the urbanized unincorporated portion of Travis County, Capital Metro and the County propose to include the county in the regional Service Expansion Program. Based on the unincorporated urbanized area population, Travis County would have \$221,422 in federal transit funding available per year to apply to transit planning or service related costs. This requires that Travis County also complete a Transit Development Plan, or TDP, per the guidelines for the regional Service Expansion Policy. The TDP will help to prioritize transit projects with the County over the next three years.

This ILA outlines the terms of agreement between Capital Metro and Travis County for a TDP. FTA Section 5307 funds shall not exceed \$64,000 and local funds from Travis County shall not exceed \$16,000. The agreement will expire September 30, 2018.

Travis County Commissioners Court approved this ILA on June 20, 2017.

DBE/SBE PARTICIPATION: Does not apply

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Planning and Development



**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2017-405)

ILA with Travis County for a Transit Development Plan

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to be a regional leader and grow the service and customer base for transit; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to partner with local jurisdictions in order to provide transit services outside the Capital Metro service area.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President/CEO, or her designee, is authorized to negotiate and execute an Interlocal Agreement (ILA) with Travis County for a Transit Development Plan (TDP) in an amount not to exceed \$64,000 in FTA Section 5307 funds and \$16,000 in local funds from Travis County.

**Secretary of the Board
Juli Word**

Date: _____

Attachment: Resolution-AI-2017-516 (3850 : ILA with Travis County for Transit Development Plan)

**INTERLOCAL AGREEMENT BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND TRAVIS COUNTY FOR TRANSIT DEVELOPMENT PLAN**

This Interlocal Agreement (“Agreement”) is entered into between the Contracting Parties shown below pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. Contracting Parties:

The Receiving Agency: Travis County (“Travis County”)
P.O. Box 1748
Austin, TX 78767

The Performing Agency: Capital Metropolitan Transportation Authority
 (“Capital Metro”)
2910 East Fifth Street
Austin, TX 78702

II. Background:

- a. Capital Metro is a public agency responsible for providing mass transit service within the City of Austin, and the surrounding communities of Leander, Lago Vista, Jonestown, Manor, San Leanna, Volente, and Point Venture, as well as the unincorporated area of Travis County within Precinct 2 (boundaries as of date of agreement joining Capital Metro) and the Anderson Mill area of Williamson County.
- b. Texas Transportation Code Section 451.056 authorizes Capital Metro to contract with a municipality, county, or other political subdivision to provide public transportation services outside of its service area.
- c. A Service Expansion Policy, approved by Capital Metro’s Board of Directors in June 2008, amended in April 2014, and endorsed by CAMPO in June 2014, allows Capital Metro to partner with cities and counties that are not currently a part of Capital Metro’s service area.
- d. The Service Expansion Policy provides a mechanism by which options for Capital Metro and local governments can seek access to Section 5307 Federal Transit Administration funds for planning, capital projects, and operations.
- e. Travis County desires to obtain Capital Metro transit service in a portion of Travis County not within Capital Metro’s service area to access Capital Metro’s transportation system.
- f. The Parties propose to include Travis County in the regional Service Expansion Program. Participation in the Service Expansion Program provides Travis County access to \$221,422 of Section 5307 Federal Transit Administration funding annually for transit planning, capital projects, and services in the unincorporated areas of the County.
- g. In order to access Section 5307 Federal Transit Administration funding for transit services, Travis County, in cooperation with Capital Metro, must

- prepare a Transit Development Plan and provide local match funds for the development and implementation of the Transit Development Plan.
- h. Capital Metro has calculated Travis County's local match requirement, to be \$16,000 for fiscal year 2017. Capital Metro will provide \$64,000 in Section 5307 Federal Transit Authorization funds for preparing the Travis County Transit Development Plan in fiscal year 2017.

III. Services:

Capital Metro will coordinate with Travis County to develop a three year Transit Development Plan ("TDP") for Travis County with the support of the Capital Metro General Planning Consultant. The TDP will provide practical guidance to Travis County to facilitate future transit service decisions. Travis County staff will be included in all aspects of the project. Capital Metro will prepare a final TDP for the Travis County Commissioners Court to consider for adoption.

Major elements of the TDP will include:

1. Creation of a Project Steering Committee
2. Public involvement and outreach
3. A performance and situational appraisal
4. Development of mission and goals
5. Development and evaluation of alternatives
6. Development of a three year implementation program
7. A review of the program's relationship to other plans
8. TDP report and executive summary

IV. Deliverable:

Capital Metro shall deliver a draft TDP within eight months of the effective date of the Agreement and a final TDP by the end date of this Agreement.

V. Cooperation:

The parties agree that each will reasonably cooperate with the other in furtherance of the objectives of this Agreement.

VI. Payment:

Travis County shall pay Capital Metro an amount not to exceed **\$16,000.00** for a Transit Development Plan as set forth in Exhibit "A" within 30 days after receipt of the final TDP and an invoice from Capital Metro, whichever date is later. No other charges, expenses, contributions, recoupments or charge backs shall be due from or paid by Receiving Agency in the performance of this Agreement.

VII. Term of the Agreement:

This Agreement shall begin upon signature of the last party to sign and terminates September 30, 2018.

VIII. Default:

Either party shall be in default under the Agreement if either party fails to fully, timely and faithfully perform any of its material obligations under the Agreement.

IX. Miscellaneous:

a. Force Majeure

In the event that the performance by the Receiving Party or Performing Party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

b. Notice

Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

- RECEIVING PARTY: The Honorable Sarah Eckhardt (or her successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767
Attn: Travis County Judge

- WITH A COPY TO: Steven Manilla, P.E. (or his successor)
Transportation and Natural Resources County Executive
P.O. Box 1748
Austin, Texas 78767

- David Escamilla (or his successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attention: File Number 291.791

- AND TO: Bonnie S. Floyd, MBA, CPPO, CPPB (or her successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

Attachment: Final Travis County ILA for TDP (3850 : ILA with Travis County for Transit Development Plan)

PERFORMING PARTY: President/CEO
2910 E. 5th Street
Austin, Texas 78702

WITH A COPY TO: Kerri L. Butcher
Chief Counsel
2910 E. 5th Street
Austin, Texas 78702

c. Entire Agreement

This Agreement contains 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 respecting the construction of the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of Performing Party, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Performing Party, Board of Directors. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

d. Invalid Provision

Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

e. Inspection of Books and Records.

- (1) The Parties agree to maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and to make such materials available to each other, and their duly authorized representatives, for review and inspection at their respective office during the period that this agreement is in effect and for four years after the Project is completed or until any impending litigation or claims are resolved, whichever is later.
- (2) Capital Metro and Travis County and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions except that nothing in this Agreement requires Capital Metro or Travis County to waive any applicable exceptions to disclosure under the Texas Public Information Act.

f. Current Funds.

The party or parties paying for the performance or governmental functions or services shall make payments therefor from current revenues available to the paying party.

g. Venue.

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

h. Interpretation.

In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either party.

i. Application of Law.

This Agreement is governed by the laws of the State of Texas

j. Mediation.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation are to remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

k. Third Party Rights Not Created.

This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

l. Counterparts.

This Agreement may be executed in separate counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

X. Certifications:

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that: (a) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected governmental entity; (b) the proposed arrangements serve the interest of efficient and economical administration of the

governmental function; (c) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under an Agreement given to the lowest responsible bidder nor is this Agreement prohibited by Texas Government Code Chapter 791; and (d) this Agreement neither requires nor permits either party to exceed its duties and responsibilities or the limitations of its authority.

Each of the signatories to this Agreement represents and warrants that he or she is duly authorized to sign this in the capacity indicated.

PERFORMING AGENCY
Capital Metropolitan Transportation Authority

By: _____
Linda Watson
President

Date: _____

RECEIVING AGENCY
Travis County, Texas

By: _____
Sarah Eckhardt
County Judge

Date: _____

Approved as to Form:

By: _____
CMTA Legal Department

Attachment: Final Travis County ILA for TDP (3850 : ILA with Travis County for Transit Development Plan)

Exhibit "A"

Transit Development Plan			
Year	Section 5307 FTA Funds	Travis County Match Funds	Total Funding Available
FY 2017	\$64,000	*\$16,000	\$80,000

*Total payable by Travis County for the performance of the Services

Capital Metropolitan Transportation Authority
Board of Directors

MEETING DATE: 07/31/2017
(ID # 3851)

ILA with Travis County for Transit Service

Approval of a resolution authorizing the President/CEO, or her designee, to negotiate and execute an interlocal agreement (ILA) with Travis County to fund a portion of Routes 233 and 237 in an amount not to exceed \$104,789 in FTA Section 5307 funds and \$215,095 in local funds from Travis County.

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 7/31/2017
(ID # AI-2017-515)
ILA with Travis County for Transit Service**

SUBJECT:

Approval of a resolution authorizing the President/CEO, or her designee, to negotiate and execute an interlocal agreement (ILA) with Travis County to fund a portion of Routes 233 and 237 in an amount not to exceed \$104,789 in FTA Section 5307 funds and \$215,095 in local funds from Travis County.

FISCAL IMPACT:

Funding for this action is available in the FY2017 Operating Budget..

STRATEGIC PLAN:

Strategic Goal Alignment:

2. Increase Ridership

Strategic Objectives:

2.2 Lead public transportation and development,

2.3 Pursue service expansion opportunities

EXPLANATION OF STRATEGIC ALIGNMENT:

This ILA will provide continued funding for a portion of Routes 233 and 237 that are in unincorporated Travis County, which is outside the Capital Metro service area.

BUSINESS CASE:

As the FTA Designated Recipient of transit funding for the Austin Urbanized Area, Capital Metro is responsible for allocating FTA Section 5307 funds within the urbanized area. Through this ILA, Travis County will participate in the Service Expansion Program to utilize Section 5307 funding for a portion of the routes.

COMMITTEE RECOMMENDATION:

This agenda item will be presented to the full board on July 31, 2017.

EXECUTIVE SUMMARY:

Since 2015, Capital Metro has partnered with Travis County to provide service to portions of unincorporated Travis County on the Northeast Feeder Routes, or Routes 233 and 237. In the first year of service, Travis County committed funding from the county's general budget to pay for service. In the second year, the routes were approved to receive Community Development Block Grant (CDBG) funds in addition to general funds; however, Capital Metro was not able to apply the CDBG funds to the routes because it would require multiple changes to subcontractor agreements.

In order to provide a sustainable funding partnership for the routes, Capital Metro and Travis County propose to use FTA Section 5307 funding and local funds from the County for the routes through the regional Service Expansion Program. This requires



that Travis County also complete a Transit Development Plan, or TDP, per the guidelines for the Service Expansion Policy, which will be presented as another agenda item.

This ILA outlines the terms of the agreement between Capital Metro and Travis County for continued transit service on Routes 233 and 237. This ILA covers FY16, FY17 and FY18 funding for the routes. FTA Section 5307 funds shall not exceed \$104,789 and local funds from Travis County shall not exceed \$215,095. The agreement will expire September 30, 2018.

Travis County Commissioners Court approved entering into this ILA on June 20, 2017.

DBE/SBE PARTICIPATION: Does not apply

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Planning and Development



**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2017-515)

ILA with Travis County for Transit Service

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to be a regional leader and grow the service and customer base for transit; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to partner with local jurisdictions in order to provide transit services outside the Capital Metro service area.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President/CEO, or her designee, is authorized to negotiate and execute an interlocal agreement (ILA) with Travis County to fund a portion of Routes 233 and 237 in an amount not to exceed \$104,789 in FTA Section 5307 funds and \$215,095 in local funds from Travis County.

**Secretary of the Board
Juli Word**

Date: _____

Attachment: Resolution-AI-2017-515 (3851 : ILA with Travis County for Transit Service)

**INTERLOCAL AGREEMENT FOR
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY TO PROVIDE
NORTHEAST FLEX ROUTE AND FAR NORTHEAST FLEX ROUTE**

This Interlocal Agreement (“Agreement”) is entered into between the Contracting Parties shown below pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, and Texas Government Code.

I. Contracting Parties:

The Receiving Agency: Travis County (“Travis County”)
P.O Box 1748
Austin, TX 78767

The Performing Agency: Capital Metropolitan Transportation Authority
 (“Capital Metro”)
2910 East Fifth Street
Austin, Texas 78702

II. Background:

- A. Capital Metro is a public agency responsible for providing mass transit service within the City of Austin, and the surrounding communities of Leander, Lago Vista, Jonestown, Manor, San Leanna, Volente, and Point Venture, as well as the unincorporated area of Travis County within Commissioner Precinct 2 (boundaries as of date of agreement joining Capital Metro) and the Anderson Mill area of Williamson County.
- B. Texas Transportation Code, Section 451.056, grants Capital Metro the authority to contract with a municipality, county, or other political subdivision to provide public transportation services outside of its service area.
- C. A Service Expansion Policy, approved by Capital Metro’s Board of Directors in June 2008, amended in April 2014, and endorsed by CAMPO in June 2014, allows Capital Metro to partner with cities and counties that are not currently a part of Capital Metro’s service area.
- D. In July 2015, Capital Metro and Travis County entered into an agreement (the “2015 Agreement”) for Capital Metro to provide service on Route 233 (the Far Northeast Feeder) and Route 237 (the Northeast Feeder) in portions of Travis County not within Capital Metro’s service area. The 2015 Agreement terminated on June 30, 2016.
- E. The Parties agree that providing transit services on Routes 233 and 237 will facilitate the movement of people, goods, and services in Travis County, and benefit the residents of Travis County, including residents who have low to moderate income and are dependent on transit in order to access basic goods and services.

- F. Travis County desires for Capital Metro to continue to provide transit service along Route 233 and Route 237, and Capital Metro desires to continue to provide these transit services.
- G. In order to provide a sustainable funding partnership for Routes 233 and 237, Capital Metro and Travis County propose to include the County in Capital Metro's regional Service Expansion Program.
- H. In order to access Section 5307 Federal Transit Administration funding for transit services and in order to be included in Capital Metro's regional Service Expansion Program, Travis County, in cooperation with Capital Metro, must prepare a transit development plan and provide local match funds for the development and implementation of the transit development plan. Capital Metro and Travis County intend to address the transit development plan in a separate agreement.

III. **Services:**

- A. Capital Metro agrees to continue to provide and operate bus routes 233 and 237 (the Far Northeast Feeder Route and the Northeast Feeder Route, respectively) to serve a portion of Travis County not currently a part of Capital Metro's service area (the "Services").
- B. Capital Metro will provide bus services along Routes 233 and 237 at approximately the frequencies depicted on Exhibit A attached and incorporated herein for all purposes.
- C. As with all Capital Metro services, passengers on the route will be allowed access to this route as well as fixed routes and rail, provided that they pay the appropriate fares charged by Capital Metro.
- D. The Services may be provided by a third-party service provider.
- E. The parties agree that each will reasonably cooperate with the other in furtherance of the objectives of this Agreement.
- F. All public relations related to the Services will be coordinated through the Capital Metro Public Information Office.
- G. Capital Metro will monitor ridership on Routes 233 and 237 and e-mail monthly ridership reports for each route to the following email address: tctranplan@traviscountytx.gov

IV. **Term of the Agreement:**

- A. The effective date of this Agreement is July 1, 2016 (the "Effective Date"). The initial term of this Agreement shall begin on the Effective Date and terminate September 30, 2018 ("Initial Term").
- B. The Services will terminate on the termination of this Agreement.

V. Payment:

- A. Payment for FY 16. As set forth in Exhibit “B,” attached and incorporated herein for all purposes, there is no Section 5307 Federal Transit Administration funding for July 1, 2016 through September 30, 2016 (“FY 16”). Within 30 days after Capital Metro provides Travis County a “correct and complete” invoice as described in Subsection D, Travis County will pay Capital Metro \$57,912 for Services provided during FY 16.
- B. Payment for FY 17. As set forth in Exhibit “B,” Travis County and Capital Metro estimate that Section 5307 Federal Transit Administration funding in the amount of \$52,031 will be available to partially fund Services for October 1, 2016 through September 30, 2017 (“FY 17”). Within 30 days after Capital Metro provides Travis County a “correct and complete” invoice as described in Subsection D, Travis County will pay its pro-rata portion of Travis County’s local match for each month for which Services have already been provided in FY 17. Thereafter, Capital Metro will submit monthly invoices to Travis County for Services provided during the previous month. Travis County’s monthly pro-rata local match for FY 17 is \$78,046 divided by 12, which amount is \$6,503.83.
- C. Payment for FY 18. As set forth in Exhibit “B,” Travis County and Capital Metro estimate that Section 5307 Federal Transit Administration funding in the amount of \$52,758 will be available to partially fund Services for October 1, 2017 through September 30, 2018 (“FY 18”). For FY 18, Capital Metro will submit monthly invoices to Travis County. Travis County’s monthly pro-rata local match for FY 18 is \$79,137 divided by 12, which amount is \$6,594.75. Within 30 days after Capital Metro provides Travis County a “correct and complete” invoice as described in Subsection D, Travis County will pay its monthly pro-rata local match for the Services provided in accordance with this Agreement.
- D. In order to be considered “correct and complete,” an invoice must include at least the following information:
- (1) Name, address, and telephone number of Capital Metro and similar information in the event payment is to be made to a different address,
 - (2) The name of this Agreement,
 - (3) Identification of items or services as outlined in the Agreement, and
 - (4) Any additional payment information which may be called for by this Agreement.
- E. Each invoice must be submitted to the following address:
 Travis County Transportation and Natural Resources Department
 Attention: Financial Services
 P. O. Box 1748
 Austin, Texas 78767

- F. No other charges, expenses, contributions, recoupments or charge backs shall be due from or paid by Travis County in the performance of this Agreement. Notwithstanding any provision to the contrary, Travis County will not pay for any Services until after the Services have been satisfactorily provided and Travis County has received a correct and complete invoice.

VI. Default:

Either party shall be in default under the Agreement if either party fails to fully, timely and faithfully perform any of its material obligations under the Agreement.

VII. Termination:

- A.. In the event of default by a Party, the other Party shall have the right to terminate the Agreement for cause, by written notice delivered to the Party alleged to be in default via certified mail. Ninety (90) days' notice is required for termination of Services. Termination of Services will occur in tandem with Capital Metro's service change immediately following the notice. Capital Metro's service changes are implemented in January, June and August of each year. During this time period, the Party alleged to be in default may cure the event of default or provide evidence sufficient to prove to the other Party's reasonable satisfaction that such default does not exist or will be cured in a time satisfactory to the Party alleging the default. In addition to any other remedy available under law or in equity, the Party not in default shall be entitled to recover all actual damages, direct costs, incurred as a result of the other Party's default, including court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Each Party's rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.
- B.. In addition to, and without restricting any other legal or equitable remedies otherwise available, either Party may terminate the Agreement without cause by giving the other Party at least ninety (90) days' written notice. Termination of the service will occur in tandem with Capital Metro's service change immediately following notice. Capital Metro's service changes are implemented in January, June and August.
- C. Any Party may terminate this Agreement if, during the budget planning and adoption process related to any term, the governing body of that Party fails to provide funding for this Agreement for that term or in the event of non-appropriation as set forth above.
- D. In the event of termination by either Party under this Section VII, Capital Metro will reimburse Travis County for a pro rate share of any payment made by Travis County pursuant to the terms of this Agreement prior to the effective date of termination.

VIII. Miscellaneous:

a. Force Majeure

In the event that the performance by Travis County or Capital Metro of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

b. Notice

Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

Travis County: The Honorable Sarah Eckhardt (or her successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767
Attn: Travis County Judge

WITH COPIES TO: Steven Manilla, P.E. (or his successor)
Transportation and Natural Resources County Executive
P.O. Box 1748
Austin, Texas 78767

Bonnie S. Floyd, MBA, CPPO, CPPB (or her successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

AND David Escamilla (or his successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attention: File Number 291.792

Capital Metro: Linda Watson, President/CEO
2910 E. 5th Street
Austin, Texas 78702

WITH A COPY TO: Kerri L. Butcher
Chief Counsel
2910 E. 5th Street
Austin, Texas 78702

c. Entire Agreement

This Agreement contains 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 respecting the construction of the Project. This Agreement may not be modified, discharged, or

Attachment: Final Travis County ILA for Service (3851 : ILA with Travis County for Transit Service)

changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of Capital Metro or Travis County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Capital Metro Board of Directors or Travis County Commissioners Court.

d. Current Funds

The party or parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying party.

e. Invalid Provision

Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

f. Insurance

Capital Metro must comply with the insurance requirements set forth in Exhibit C attached hereto and incorporated herein for all purposes. In Exhibit C:

- (1) "Contractor" means Capital Metro,
- (2) "Subcontractor" means any subcontractor of Capital Metro;
- (3) "Contract" means this Agreement; and
- (4) "County" means Travis County.

g. Compliance

Capital Metro will provide all services and activities performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement and governing Capital Metro's general conduct of business, including: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"); Chapter 73, TEXAS ADMINISTRATIVE CODE, HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at Section 164.512, and Occupations Code, Chapter 159, at Sections 159.003 and 159. Capital Metro will not discriminate against any employee, applicant for employment, or passenger based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Agreement services and activities, Capital Metro will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of Health.

h. County Access

At no cost to Travis County, Capital Metro shall maintain and make available for inspection, audit, or reproduction by an authorized representative of Travis County all books, documents, and other evidence pertinent to the costs and expenses of this Agreement, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever

nature for which reimbursement is claimed under this Agreement. In addition to maintaining ridership records for Routes 233 and 237, Capital Metro must also maintain records regarding cost per revenue hour, passengers per revenue hour, and other measures Capital Metro is required to report to the National Transit Database. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress, the findings of a completed audit have not been resolved satisfactorily, or until any impending litigation or claims are resolved, whichever is later. Notwithstanding any provision to the contrary, nothing in this Agreement requires Capital Metro or Travis County to waive any applicable exceptions to disclosure under the Texas Public Information Act.

i. Written Amendment

This Agreement may be amended only by an instrument in writing that is signed by both parties. Amendments to this Agreement shall be effective as of the date stipulated therein. CAPITAL METRO AND TRAVIS COUNTY ACKNOWLEDGE THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF THEIR RESPECTIVE ORGANIZATIONS HAS ANY AUTHORITY TO AMEND THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE CAPITAL METRO BOARD OF DIRECTORS AND THE TRAVIS COUNTY COMMISSIONERS COURT. Either party will provide the other with any request for changes to the other in writing. Capital Metro shall submit any requests for changes in accordance with the notice provisions set forth in Section VIII.b. Travis County shall submit any requests for changes to the President/CEO of Capital Metro. Upon agreement by the County Executive of Travis County's Transportation and Natural Resources Department (the "County Executive"), the request will be submitted by the Travis County Purchasing Agent to the Travis County Commissioners Court for consideration. Upon request of the President/CEO of Capital Metro the request will be submitted to the Capital Metro Board of Directors.

j. Law and Venue

This agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County, Texas.

k. Agreement Issues

1. At any time that Capital Metro has an issue, problem, dispute, or other question ("Issue") concerning this Agreement, Capital Metro may first contact Travis County through the County Executive. Capital Metro shall provide written notice of the Issue to the County Executive, with such written notice including a specific written description of the Issue as well as the Capital Metro's desired resolution of the Issue. Travis County shall provide notice of the issue to the President/CEO of Capital Metro as well as Travis County's desired resolution of the issue. Capital Metro and Travis County will make a good faith effort to resolve the Issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the Issue which necessitates a change in any term or condition of this Agreement, including a waiver of any term or condition, shall be handled only as a written amendment of this Agreement.

2. When Capital Metro and/or Travis County have been unable to successfully resolve any Issue related to this Agreement presented to Travis County, Capital Metro or Travis County shall then present the matter to the Travis County Purchasing Agent (“Purchasing Agent”) by providing the Purchasing Agent with written notice of the dispute and by providing the President/CEO of Capital Metro with copy. Such notice shall contain a specific written description of the issues involved as well as such Party’s requested resolution of the dispute and any other relevant information which such Party desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the Travis County representative in any further issuances and in the administration of this Agreement in relation to the described dispute. Unless otherwise stated in this Agreement, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent may be considered void. If Capital Metro does not agree with any document, notice or correspondence relating to Capital Metro’s dispute issued by the Purchasing Agent or other authorized Travis County person, Capital Metro must submit a written notice to the Purchasing Agent, with a copies to the County Executive and the Travis County Attorney’s Office in accordance with the notice provisions set forth in Section VIII.b., outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to Capital Metro within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to Capital Metro's satisfaction, Capital Metro may submit a written Notice of Appeal to the Travis County Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the County Executive. Capital Metro then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

3. If Capital Metro is not satisfied with the resolution of the dispute Capital Metro shall notify the County Executive, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by Travis County and approved by Capital Metro, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, and document such agreement in writing, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

m. Interpretation.

In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either party.

n. Third Party Rights Not Created.

This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not

waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

o. Counterparts.

This Agreement may be executed in separate counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IX. Liability:

- a. Capital Metro shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of Travis County or its employees in relation to this Agreement. Travis County shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of Capital Metro or its employees in relation to this Agreement. Capital Metro and Travis County acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this Agreement; and that each entity will be responsible for the handling of the portion of any claim which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.
- b. Claims Notification. If Capital Metro or Travis County receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against the other party in relation to this Agreement, the Party receiving such notice must give written notice to the other Party of the claim or other action within three working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action, or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice must be given in the manner provided in this Section of this Agreement. Except as otherwise directed, the notifying Party must furnish to the other Party copies of all pertinent papers received by that Party with respect to these claims or actions.

X. Certifications:

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that: (a) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected governmental entity; (b) the proposed arrangements serve the interest of efficient and economical administration of the governmental function; (c) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under an Agreement given to the lowest responsible bidder nor is this Agreement prohibited by

Texas Government Code Chapter 791; and (d) this Agreement neither requires nor permits either party to exceed its duties and responsibilities or the limitations of its authority.

Each of the signatories to this Agreement represents and warrants that he or she is duly authorized to sign this in the capacity indicated.

**RECEIVING AGENCY
Travis County, Texas**

By: _____
Sarah Eckhardt
County Judge

Date: _____

**PERFORMING AGENCY
Capital Metropolitan Transportation Authority**

By: _____
Linda Watson
President

Date: _____

Approved as to Form:

By: _____
CMTA Legal Department

Attachment: Final Travis County ILA for Service (3851 : ILA with Travis County for Transit Service)

Exhibit A

Northeast Flex Route (Route 237)

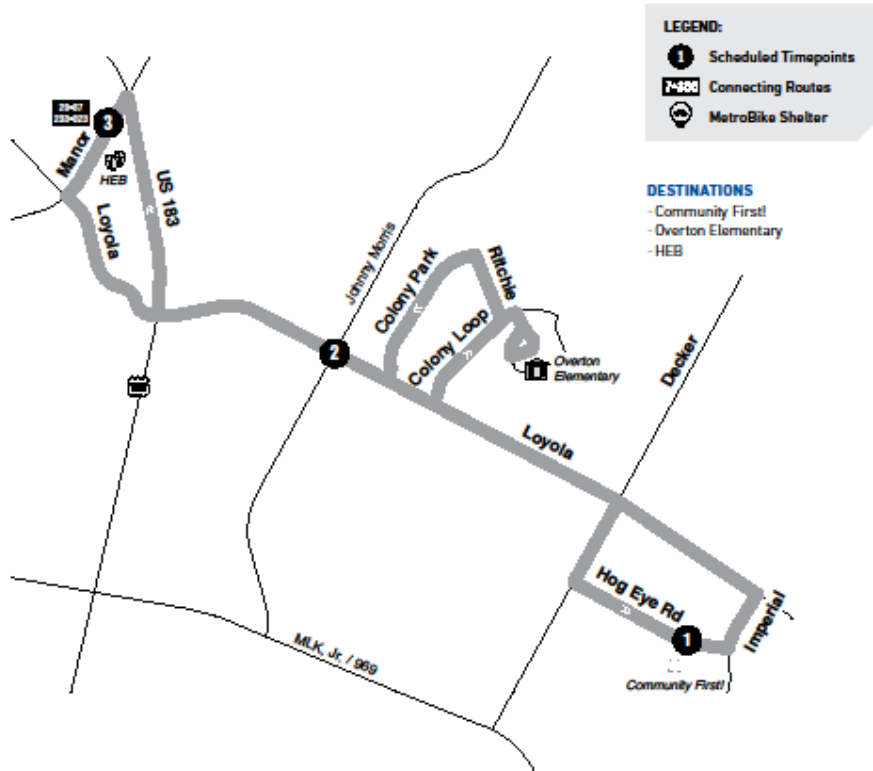
The Northeast Flex Route will provide transit service to an underserved area of Northeast Austin and unincorporated Travis County. 85% of the route is in the Capital Metro service area and 15% of the route is in unincorporated Travis County. The route will primarily travel on Loyola Lane and provide direct service to the Colony Park neighborhood and the Mobile Loaves and Fishes *Community First! Village* on Hog Eye Road. The route will be anchored by the Springdale Shopping Center, where riders can connect with the following routes: #37 Colony Park/Windsor Park, #20 Manor/Riverside, and #323 Anderson.



Attachment: Final Travis County ILA for Service (3851 : ILA with Travis County for Transit Service)

237 | Northeast Feeder

LOCAL



237 WEEKDAYS/WESTBOUND

237 WEEKDAYS/EASTBOUND

1 Hog Eye at Imperial	2 Loyola at Johnny Morris	3 Manor at U.S. 89	To South Range	3 Manor at U.S. 89	2 Loyola at Johnny Morris	1 Hog Eye at Imperial
7:00	7:12	7:24		7:30	7:40	7:48
8:00	8:12	8:24		8:30	8:40	8:48
9:00	9:11	9:21		9:30	9:39	9:45
10:00	10:11	10:21		10:30	10:39	10:45
11:00	11:11	11:21		11:30	11:39	11:45
12:00	12:11	12:21		12:30	12:39	12:45
1:00	1:11	1:21		1:30	1:39	1:45
2:00	2:11	2:21		2:30	2:39	2:45
3:00	3:13	3:26		3:30	3:41	3:49
4:00	4:13	4:26		4:30	4:41	4:49
5:00	5:13	5:26		5:30	5:41	5:49
6:00	6:13	6:26		6:30	6:41	6:49 G

Destinations | Effective January 8, 2017 – June 3, 2017 | capmetro.org | GO Line 512-474-1200

Attachment: Final Travis County ILA for Service (3851 : ILA with Travis County for Transit Service)

237 SATURDAYS/WESTBOUND

1 High Eye at Imperial	2 Lordsburg at Johnny Morris	3 Mesquite at U.S. 189	To NorthGangway
7:00	7:11	7:21	
8:00	8:11	8:21	
9:00	9:11	9:21	
10:00	10:12	10:24	
11:00	11:12	11:24	
12:00	12:12	12:24	
1:00	1:12	1:24	
2:00	2:12	2:24	
3:00	3:12	3:24	
4:00	4:12	4:24	
5:00	5:12	5:24	
6:00	6:12	6:24	

237 SATURDAYS/EASTBOUND

To NorthGangway	3 Mesquite at U.S. 189	2 Lordsburg at Johnny Morris	1 High Eye at Imperial
7:30	7:39	7:44	
8:30	8:39	8:44	
9:30	9:39	9:44	
10:30	10:40	10:47	
11:30	11:40	11:47	
12:30	12:40	12:47	
1:30	1:40	1:47	
2:30	2:40	2:47	
3:30	3:40	3:47	
4:30	4:40	4:47	
5:30	5:40	5:47	
6:30	6:40	6:47	G

237 SUNDAYS/WESTBOUND

1 High Eye at Imperial	2 Lordsburg at Johnny Morris	3 Mesquite at U.S. 189	To NorthGangway
8:00	8:11	8:21	
9:00	9:11	9:21	
10:00	10:12	10:24	
11:00	11:12	11:24	
12:00	12:12	12:24	
1:00	1:12	1:24	
2:00	2:12	2:24	
3:00	3:12	3:24	
4:00	4:12	4:24	
5:00	5:12	5:24	
6:00	6:12	6:24	

237 SUNDAYS/EASTBOUND

To NorthGangway	3 Mesquite at U.S. 189	2 Lordsburg at Johnny Morris	1 High Eye at Imperial
8:30	8:39	8:44	
9:30	9:39	9:44	
10:30	10:40	10:47	
11:30	11:40	11:47	
12:30	12:40	12:47	
1:30	1:40	1:47	
2:30	2:40	2:47	
3:30	3:40	3:47	
4:30	4:40	4:47	
5:30	5:40	5:47	
6:30	6:40	6:47	G

Destinations | Effective January 8, 2017 – June 3, 2017 | capmetro.org | GO Line 512-474-1200

Far Northeast Feeder Route (Route 233)

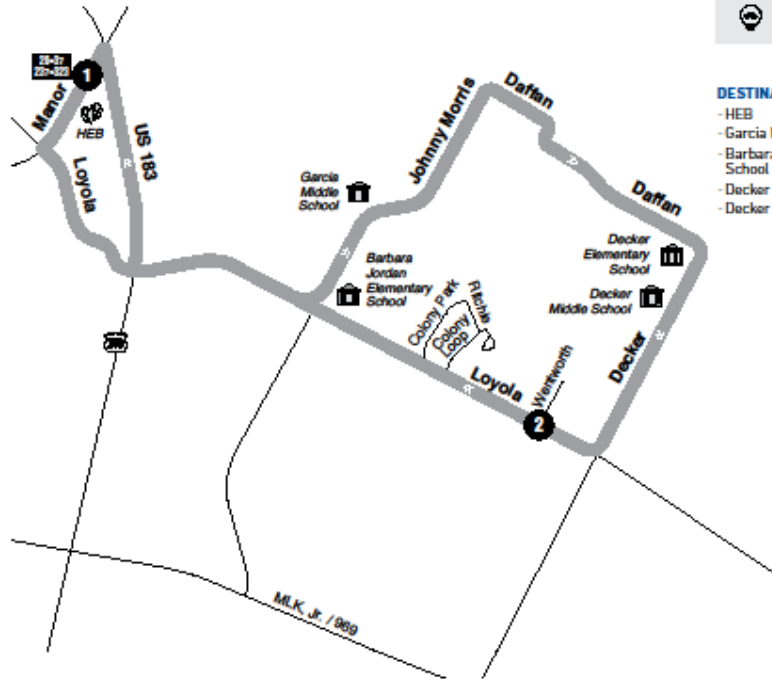
Capital Metro's Far Northeast Feeder Route 233 will provide transit service to an underserved area of far northeast Austin and unincorporated Travis County. Route 233 will primarily travel on and include stops on Loyola Lane, Johnny Morris Road, Daffan Lane, and Decker Lane and provide direct service to the HEB grocery store located near the intersection of Manor Road and Highway 183, Garcia Middle School, Barbara Jordan Elementary School, Decker Elementary School, and Decker Middle School.

233 | Far Northeast Feeder

LOCAL

LEGEND:

- Scheduled Timepoints
- Connecting Routes
- MetroBike Shelter



- DESTINATIONS**
- HEB
 - Garcia Middle School
 - Barbara Jordan Elementary School
 - Decker Elementary School
 - Decker Middle School

233 WEEKDAYS/WESTBOUND

233 WEEKDAYS/EASTBOUND

Loyola at Westwood Dr	Manor at I-293	To Rose Garage	Manor at I-293	Loyola at Westwood Dr
7:30	7:47		7:00	7:26
8:30	8:47		8:00	8:26
9:30	9:45		9:00	9:26
10:30	10:45		10:00	10:25
11:30	11:45		11:00	11:25
12:30	12:45		12:00	12:25
1:30	1:45		1:00	1:25
2:30	2:48		2:00	2:28
3:30	3:48		3:00	3:28
4:30	4:48		4:00	4:28
5:30	5:48		5:00	5:28
6:30	6:48	G	6:00	6:28

Destinations | Effective January 8, 2017 – June 3, 2017 | capmetro.org | GO Line 512-474-1200

Attachment: Final Travis County ILA for Service (3851 : ILA with Travis County for Transit Service)

233 SATURDAYS/WESTBOUND

② Leave at Hennepin St	① Arrive at F&G	To Route/Gauche
7:30	7:46	
8:30	8:46	
9:30	9:47	
10:30	10:47	
11:30	11:47	
12:30	12:47	
1:30	1:47	
2:30	2:47	
3:30	3:47	
4:30	4:47	
5:30	5:47	
6:30	6:47	G

233 SATURDAYS/EASTBOUND

① Arrive at F&G	② Leave at Hennepin St
7:00	7:24
8:00	8:24
9:00	9:26
10:00	10:26
11:00	11:26
12:00	12:26
1:00	1:26
2:00	2:26
3:00	3:26
4:00	4:26
5:00	5:26
6:00	6:26

233 SUNDAYS/WESTBOUND

② Leave at Hennepin St	① Arrive at F&G	To Route/Gauche
8:30	8:48	
9:30	9:48	
10:30	10:48	
11:30	11:48	
12:30	12:48	
1:30	1:48	
2:30	2:48	
3:30	3:48	
4:30	4:48	
5:30	5:48	
6:30	6:48	G

233 SUNDAYS/EASTBOUND

① Arrive at F&G	② Leave at Hennepin St
8:00	8:25
9:00	9:25
10:00	10:25
11:00	11:25
12:00	12:25
1:00	1:25
2:00	2:25
3:00	3:25
4:00	4:25
5:00	5:25
6:00	6:25

Destinations | Effective January 8, 2017 – June 3, 2017 | capmetro.org | GO Line 512-474-1200

Exhibit "B"

Transit Service			
Year of Service	Section 5307 FTA Funds	Travis County Match Funds	Total Funding Available
FY 16	\$ 0	\$ 57,912	\$ 57,912
FY 17	\$ 52,031	\$ 78,046	\$ 130,077
FY 18	\$ 52,758	\$ 79,137	\$131,895
Total Service Cost	\$104,789	\$215,095	\$319,884

Attachment: Final Travis County ILA for Service (3851 : ILA with Travis County for Transit Service)

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options may be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded within ten (10) days to County immediately upon execution of this Contract.
- D. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Subcontractor shall be responsible for all premiums, deductibles and self-insured retention. Subcontractor is contractually bound to Capital Metro to provide the required levels of insurance.
- E. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

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).

Additional Insured status for Travis County is **not** required.

Capital Metropolitan Transportation Authority
Board of Directors

MEETING DATE: 07/31/2017
(ID # 3856)

CARTS Supplement #2 for Provision of Route 214

Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute Amendment #1 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for a period of three years in an amount not to exceed \$1,760,979.

Capital Metropolitan Transportation Authority**MEETING DATE: 7/31/2017****Board of Directors****(ID # AI-2017-491)****Amendment to CARTS Contracted Services Supplement No. 2 For Provision of Route 214****SUBJECT:**

Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute Amendment #1 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for a period of three years in an amount not to exceed \$1,760,979.

FISCAL IMPACT:

Funding for this service is available in proposed FY2018 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

2. Increase Ridership

Strategic Objectives:

2.1 Foster a new regional vision

2.3 Pursue service expansion opportunities

EXPLANATION OF STRATEGIC ALIGNMENT:

The Capital Metro/CARTS partnership enables the provision of services that serve the region, including areas not currently in the Capital Metro service area or on the borders of the Capital Metro service area.

BUSINESS CASE:

Capital Metro receives transit services at a reasonable price under this agreement. CARTS already operates services in the rural areas surrounding Capital Metro's service area, making them a logical partner for providing services that extend beyond the Capital Metro service area.

COMMITTEE RECOMMENDATION:

This agenda item will be presented to the full board on July 31, 2017.

EXECUTIVE SUMMARY:

Capital Metro and CARTS partner to operate transit services on the borders of Capital Metro's service area and in communities located within the Austin urbanized area but outside of the Capital Metro service area. The parties utilize a master Regional Mobility Agreement (RMA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service.

This resolution authorizes the amendment to the current Contracted Service



Supplement, which expires September 30, 2017. Service cost per vehicle hour is scheduled to increase 3% each year under the terms of this amendment.

The total cost of the service, over a three-year period is \$1,760,979 for an estimated 8,007 vehicle hours annually.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Bus and Paratransit Services



**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2017-491)

**Amendment to CARTS Contracted Services Supplement No. 2 For Provision of
Route 214**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to be a regional leader and grow the service and customer base for transit; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the Contracted Services Supplement for the provision of Route 214 requires an amendment due to the expiration of the current Contracted Services Supplement.

NOW, THEREFORE, BE IT RESOLVED, by the Capital Metropolitan Transportation Authority Board of Directors that the President/CEO, or her designee, is authorized to finalize and execute Amendment #1 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for a period of three years in an amount not to exceed \$1,760,979.

Date: _____

**Secretary of the Board
Juli Word**

Attachment: Resolution-AI-2017-491 (3856 : CARTS Supplement #2 for Provision of Route 214)

CARTS Supplement #4 for Provision of Route 990

Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute Amendment #1 to the Contracted Service Supplement No. 4 with Capital Area Rural Transportation System (CARTS) for the operation of Route 990 Manor Express for a period of three years in an amount not to exceed \$641,756.

Capital Metropolitan Transportation Authority**MEETING DATE: 7/31/2017****Board of Directors****(ID # AI-2017-492)****Amendment to CARTS Contracted Services Supplement No. 4 For Provision of Route 990****SUBJECT:**

Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute Amendment #1 to the Contracted Service Supplement No. 4 with Capital Area Rural Transportation System (CARTS) for the operation of Route 990 Manor Express for a period of three years in an amount not to exceed \$641,756.

FISCAL IMPACT:

Funding for this service is available in the proposed FY2018 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

2. Increase Ridership

Strategic Objectives:

2.1 Foster a new regional vision

2.3 Pursue service expansion opportunities

EXPLANATION OF STRATEGIC ALIGNMENT:

The Capital Metro/CARTS partnership enables the provision of services that serve the larger region, including areas not currently in the Capital Metro service area or on the borders of the Capital Metro service area.

BUSINESS CASE:

Capital Metro receives transit services at a reasonable price under this agreement. CARTS already operates services in the rural areas surrounding Capital Metro's service area, making them a logical partner for providing services that extend beyond the Capital Metro service area.

COMMITTEE RECOMMENDATION:

This agenda item will be presented to the full board on July 31, 2017.

EXECUTIVE SUMMARY:

Capital Metro and CARTS partner to operate transit services on the borders of Capital Metro's service area and in communities located within the Austin urbanized area but outside of the Capital Metro service area. The parties utilize a master Regional Mobility Agreement (RMA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service.



The current Contracted Service Supplement No. 4 which allows for CARTS to operate Route 990 – Manor Express expires on September 30, 2017.

This resolution authorizes the amendment to the current Contracted Service Supplement, which expires September 30, 2017. Service cost per vehicle hour is scheduled to increase 3% each year under the terms of this amendment.

The total cost of the service, over a three-year period is \$641,756 for an estimated 2,918 vehicle hours annually.

DBE/SBE PARTICIPATION: Does not apply

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Bus and Paratransit Services



**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2017-492)

**Amendment to CARTS Contracted Services Supplement No. 4 For Provision of
Route 990**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to be a regional leader and grow the service and customer base for transit; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the Contracted Services Supplement for the provision of Route 990 requires an amendment due to the expiration of the current Contracted Services Supplement.

NOW, THEREFORE, BE IT RESOLVED, by the Capital Metropolitan Transportation Authority Board of Directors that the President/CEO, or her designee, is authorized to finalize and execute Amendment #1 to the Contracted Service Supplement No. 4 with Capital Area Rural Transportation System (CARTS) for the operation of Route 990 Manor Express in an amount not to exceed \$641,756.

Date: _____

**Secretary of the Board
Juli Word**

Attachment: Resolution-AI-2017-492 (3857 : CARTS Supplement #4 for Provision of Route 990)

Capital Metropolitan Transportation Authority
Board of Directors

MEETING DATE: 07/31/2017
(ID # 3858)

CARTS Supplement #5 for Provision of CARTS Route 1517/Gold

Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute Amendment #1 to the Independently Provided Services Supplement No. 5 with Capital Area Rural Transportation System (CARTS) for provision of CARTS Route 1517/Gold for a period of five months in an amount not to exceed \$51,000.

Capital Metropolitan Transportation Authority**MEETING DATE: 7/31/2017****Board of Directors****(ID # AI-2017-493)****Amendment to CARTS Independently Provided Services Supplement No. 5 For Provision of CARTS Route 1517/Gold****SUBJECT:**

Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute Amendment #1 to the Independently Provided Services Supplement No. 5 with Capital Area Rural Transportation System (CARTS) for provision of CARTS Route 1517/Gold for a period of five months in an amount not to exceed \$51,000.

FISCAL IMPACT:

Funding for this service is available in the proposed FY2018 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

2. Increase Ridership

Strategic Objectives:

2.1 Foster a new regional vision

2.3 Pursue service expansion opportunities

EXPLANATION OF STRATEGIC ALIGNMENT:

The Capital Metro/CARTS partnership enables the provision of services that serve the larger region, including areas not currently in the Capital Metro service area, on the edges of the Capital Metro service area or to pass through grant funding to CARTS to operate services outside of the Capital Metro service area.

BUSINESS CASE:

Capital Metro, under project grant agreement (TX-37-X101-00) provides, Federal Job Access Reverse Commute funding to operate an interurban express between Austin and San Marcos. Since there is additional funding remaining in the grant, the Project Grant Agreement has been extended. Accordingly, the service supplement also needs to be extended to provide a mechanism to pay CARTS the remaining grant funds.

COMMITTEE RECOMMENDATION:

This agenda item will presented to the full board on July 31, 2017.

EXECUTIVE SUMMARY:

Capital Metro and CARTS partner to operate transit services on the borders of Capital Metro's service area and in communities located within the Austin urbanized area but outside of the Capital Metro service area. The parties utilize a master Regional Mobility Agreement (RMA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service.



This resolution authorizes the amendment to the current Independently Provided Services Supplement, which expires September 30, 2017.

The total cost of the service, over a five-month period is \$51,000 based off an estimated 1,330 vehicle hours for the five-month period. This amount will exhaust all grant funding available to support this service.

DBE/SBE PARTICIPATION: Does not apply

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Bus and Paratransit Services



**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2017-493)

**Amendment to CARTS Independently Provided Services Supplement No. 5 For
Provision of CARTS Route 1517/Gold**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to be a regional leader and grow the service and customer base for transit; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the Independently Provided Services Supplement for the provision of Route 1517/Gold requires an amendment due to the expiration of the current Independently Provided Services Supplement.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President/CEO, or her designee, is authorized to finalize and execute Amendment #1 to the Independently Provided Services Supplement No. 5 with Capital Area Rural Transportation System (CARTS) for provision of CARTS Route 1517/Gold for a period of five months in an amount not to exceed \$51,000.

**Secretary of the Board
Juli Word**

Date: _____

Attachment: Resolution-AI-2017-493 (3858 : CARTS Supplement #5 for Provision of CARTS Route 1517/Gold)

Capital Metropolitan Transportation Authority
Board of Directors

MEETING DATE: 07/31/2017
(ID # 3859)

CARTS Supplement #8 for Provision of Route 470

Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute Amendment #1 to the Contracted Service Supplement No. 8 with Capital Area Rural Transportation System (CARTS) for the Operation of Route 470 - Manor Flex for a three-year period in an amount not to exceed \$701,577.

Capital Metropolitan Transportation Authority**MEETING DATE: 7/31/2017****Board of Directors****(ID # AI-2017-494)****Amendment to CARTS Contracted Services Supplement No. 8 For Provision of Route 470****SUBJECT:**

Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute Amendment #1 to the Contracted Service Supplement No. 8 with Capital Area Rural Transportation System (CARTS) for the Operation of Route 470 - Manor Flex for a three-year period in an amount not to exceed \$701,577.

FISCAL IMPACT:

Funding for this service is available in the proposed FY2018 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

2. Increase Ridership

Strategic Objectives:

2.1 Foster a new regional vision

2.3 Pursue service expansion opportunities

EXPLANATION OF STRATEGIC ALIGNMENT:

The Capital Metro/CARTS partnership enables the provision of services that serve the larger region, including areas not currently in the Capital Metro service area or on the edges of the Capital Metro service area.

BUSINESS CASE:

Capital Metro receives transit services at a reasonable price under this agreement. CARTS already operates services in the rural areas surrounding Capital Metro's service area, making them a logical partner for providing services that extend beyond the Capital Metro service area.

COMMITTEE RECOMMENDATION:

This agenda item will be presented to the full board on July 31, 2017.

EXECUTIVE SUMMARY:

Capital Metro and CARTS partner to operate transit services on the edges of Capital Metro's service area and in communities located within the Austin urbanized area but outside of the Capital Metro service area. The parties utilize a master Regional Mobility Agreement (RMA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service.

This resolution authorizes the amendment to the current Contracted Service



Supplement, which expires September 30, 2017. Service cost per vehicle hour is scheduled to increase 3% each year under the terms of this amendment.

The total cost of the service, over a three-year period is \$701,577 for an estimated 3,190 vehicle hours annually.

DBE/SBE PARTICIPATION: Does not apply

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Bus and Paratransit Services



**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2017-494)

**Amendment to CARTS Contracted Services Supplement No. 8 For Provision of
Route 470**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to be a regional leader and grow the service and customer base for transit; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the Contracted Services Supplement for the provision of Route 470 requires an amendment due to the expiration of the current Contracted Services Supplement.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President/CEO, or her designee, is authorized to finalize and execute Amendment #1 to the Contracted Service Supplement No. 8 with Capital Area Rural Transportation System (CARTS) for the Operation of Route 470 - Manor Flex for a three-year period in an amount not to exceed \$701,577.

Date: _____

**Secretary of the Board
Juli Word**

Attachment: Resolution-AI-2017-494 (3859 : CARTS Supplement #8 for Provision of Route 470)

Capital Metropolitan Transportation Authority
Board of Directors

MEETING DATE: 07/31/2017
(ID # 3860)

CARTS Supplement #9 for GoGeo Transit Services

Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute Amendment #1 to the Contracted Service Supplement No. 9 with Capital Area Rural Transportation System (CARTS) for the operation of GoGeo Transit Services for a period of two years in an amount not to exceed \$1,772,387.

Capital Metropolitan Transportation Authority**MEETING DATE: 7/31/2017****Board of Directors****(ID # AI-2017-495)****Amendment to CARTS Contracted Services Supplement No. 9 For Provision of GoGeo Transit Services****SUBJECT:**

Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute Amendment #1 to the Contracted Service Supplement No. 9 with Capital Area Rural Transportation System (CARTS) for the operation of GoGeo Transit Services for a period of two years in an amount not to exceed \$1,772,387.

FISCAL IMPACT:

Funding for this service is available in the proposed FY2018 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

2. Increase Ridership

Strategic Objectives:

2.1 Foster a new regional vision,

2.3 Pursue service expansion opportunities

EXPLANATION OF STRATEGIC ALIGNMENT:

The Capital Metro/CARTS partnership enables the provision of services that serve the larger region, including areas not currently in the Capital Metro service area or on the border of the Capital Metro service area.

BUSINESS CASE:

Capital Metro receives transit services at a reasonable price under this agreement. CARTS already operates services in the rural areas surrounding Capital Metro's service area, making them a logical partner for providing services that extend beyond the Capital Metro service area.

COMMITTEE RECOMMENDATION:

This agenda item will be presented to the full board on July 31, 2017.

EXECUTIVE SUMMARY:

Capital Metro and CARTS partner to operate transit services on the border of Capital Metro's service area and in communities located within the Austin urbanized area but outside of the Capital Metro service area. The parties utilize a master Regional Mobility Agreement (RMA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service.

The current Contracted Service Supplement No. 9 which allows for CARTS to operate GoGeo fixed routes 471, 472, 473, 474 and ADA paratransit service within the City of



Georgetown expires on September 30, 2017. Capital Metro and CARTS have agreed to extend the terms of the Contracted Service Supplement through September 30, 2019 with new rates increasing to \$79.00 per vehicle hour by Year 2.

The vehicle rate is different from the other CARTS operated routes due to the addition of Saturday services at the request of the City of Georgetown.

The term of this Contracted Service Supplement will match the term of the Interlocal Agreement with the City of Georgetown.

This resolution authorizes the amendment to the current Contracted Service Supplement. The total cost of the service, over a two-year period is \$1,772,387 based off an estimated 12,214 vehicle hours annually.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Bus and Paratransit Services



**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2017-495)

**Amendment to CARTS Contracted Services Supplement No. 9 For Provision of
GoGeo Transit Services**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to be a regional leader and grow the service and customer base for transit; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the Contracted Services Supplement for the provision of Georgetown services requires an amendment due to the expiration of the current Contracted Services Supplement.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President/CEO, or her designee, is authorized to finalize and execute Amendment #1 to the Contracted Service Supplement No. 9 with Capital Area Rural Transportation System (CARTS) for the operation of GoGeo Transit Services for a period of two years in an amount not to exceed \$1,772,387.

Date: _____

**Secretary of the Board
Juli Word**

Attachment: Resolution-AI-2017-495 (3860 : CARTS Supplement #9 for GoGeo Transit Services)

Capital Metropolitan Transportation Authority
Board of Directors

MEETING DATE: 07/31/2017
(ID # 3861)

ILA with SAO for TeamMate License

Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute an Interlocal Agreement with the Texas State Auditor's Office for TeamMate software licensing.

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 7/31/2017
(ID # AI-2017-506)
ILA w SAO for TeamMate License**

SUBJECT:

Approval of a resolution authorizing the President/CEO, or her designee, to finalize and execute an Interlocal Agreement with the Texas State Auditor's Office for TeamMate software licensing.

FISCAL IMPACT:

Funding for this action is available in the FY2017 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:
5. Finance

STRATEGIC OBJECTIVE(S):

5.1 Continue improvement of the financial systems of the agency

EXPLANATION OF STRATEGIC ALIGNMENT:

This item supports Strategic Goal #4.4 Improve Internal communications by allowing Internal Audit to document and share audit working papers and reports.

BUSINESS CASE:

The Interlocal Agreement (ILA) with the Texas State Auditor's Office (SAO) extends a volume discount on the cost of the TeamMate audit software to state agencies, higher education, and political subdivisions of the State. The SAO per seat annual license is \$250, a 94% discount from the direct purchase price of \$4050 per license. The licensing period is for September 1, 2017 - August 31, 2018.

COMMITTEE RECOMMENDATION:

This agenda item will be presented to the full board on July 31, 2017.

EXECUTIVE SUMMARY:

This agenda item requests approval of an ILA with SAO for an annual renewal of the TeamMate audit software license for three users. The TeamMate audit software allows Capital Metro Audit team to organize and store critical audit data. The software is used in the day to day operations of the Audit Department.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Chapter 791 of the State of Texas Government Code encourages governmental entities to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another. In doing so, local governments are permitted to forego the requirements of full and open competition and contract directly with one another.

RESPONSIBLE DEPARTMENT: Internal Audit



**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

**RESOLUTION (ID # AI-2017-506)
ILA with State Auditor's Office**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavors to act in a financially prudent manner; and

WHEREAS, the annual software seat license offered through the Texas State Auditor's Office is discounted for participating entities;

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President/CEO, or her designee, is authorized to finalize an Interlocal Agreement with the Texas State Auditor's Office for TeamMate Audit software licenses fees.

**Secretary of the Board
Juli Word**

Date: _____

Attachment: Resolution-AI-2017-506 (3861 : ILA with SAO for TeamMate License)

INTERAGENCY COOPERATION ACT CONTRACT

CONTRACT No.308-18-0002

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT AND AGREEMENT is entered into by and between the State Agencies shown below as Contracting parties pursuant to the authority granted by and in compliance with the provisions of the Interagency Cooperation Act, Chapter 771, Texas Government Code.

1. CONTRACTING PARTIES

Performing Agency: State Auditor's Office (SAO)

Receiving Agency: Capital Metro (RA)

2. GENERAL PURPOSE OF THE WORK

The purpose of this work is to provide the RA with access to the software program known as 'Teammate' (hereinafter 'Teammate'). The SAO has purchased licenses and maintenance for Teammate through the procurement options available to the SAO as a legislative agency. Through the license agreement, affiliates of the SAO can use the licenses purchased by the SAO. Through this interagency agreement, the RA agrees that it is an affiliate of the SAO for the limited purpose of using a Teammate license.

Also through this interagency agreement, the SAO will permit the RA to use licenses purchased by the SAO. Support is available directly from Wolters Kluwer Financial Services

The RA agrees that it is responsible for using the license in accordance with the provisions of the TeamMate Global License Agreement, support and services agreement (Attachment B) and amendment to the license (Attachment C) between the SAO and Wolters Kluwer Financial Services. The RA shall also provide access to the SAO to verify compliance with the license agreement. The RA agrees to cooperate with SAO by allowing SAO access to the RA premises, equipment and personnel and by preparing any necessary documentation requested by the SAO relating to the RA's use of the software.

For informational purposes, the following documents are attached to this agreement:

- Point of Contact (Attachment A)
- Global License Agreement (Attachment B)
- Amendment to License/TeamMate order Form (Attachment C)

3. STATEMENT OF SERVICES TO BE PROVIDED

RA may use 3 licenses and copies of Teammate. RA will reimburse the SAO \$250.00 per license provided by the SAO for reimbursement of a maintenance fee for support from ARC Logics until August 31, 2018. RA will provide the SAO with a contact person(s) designated in Attachment A.

As needed, the SAO may request the RA to provide status briefings on the use of the software.

4. TERM OF CONTRACT

The license provided to the RA via this interagency contract shall be effective through August 31, 2018. By signing this contract, the RA agrees to comply with the terms and conditions of the license provided herein as reflected in Attachments B and C. The RA shall only use the license according to the terms of the license as provided in the agreement between Wolters Kluwer Financial Services and the SAO.

This contract will begin September 1, 2017 and will end no later than August 31, 2018. The parties may agree to annually extend the term of this contract.

5. RECEIVING AGENCY RESPONSIBILITIES

Responsibilities of the RA include:

- Designating an individual to be responsible and accountable for overseeing this contract and to be the designated contact for a representative from the SAO on this contract, as identified in Attachment A.
- Establishing and maintaining control over the use of the software to ensure that it meets RA objectives.
- Providing reasonable access to appropriate records or equipment in a timely manner that facilitates the ability of the SAO to verify the appropriate use of the software.
- Providing SAO reasonable access to the RA “point of contact” as indicated in Attachment A.
- Contacting the designated SAO personnel (see Attachment A) should there be any questions, concerns, or information needs.
- Ensuring that entering into this interagency contract complies with all applicable statutes and regulations related to procurement of software, including any restrictions in the general appropriations act.
- Inform the SAO by May 31, 2018 if the RA intends to not continue using the software. The RA understands that continued use of the software is not guaranteed after the termination of this agreement and any continued use may involve increased reimbursements.
- In the event that the RA does not reimburse amounts identified to the SAO within 30 days of receipt of an invoice from the SAO or this contract is otherwise terminated, the RA shall provide access to the SAO to ensure that Teammate is uninstalled on the computers of the RA, or, at the discretion of the SAO, shall provide appropriate documentation to ensure that Teammate is uninstalled on the computers of the RA.

6. CONTRACT AMOUNT

The total charge to the RA for SAO to perform the items referenced in Section 3 (Statement of Services to be Provided) is \$ 750.00. SAO will invoice RA for this amount within two weeks of execution of this agreement. The RA shall reimburse the SAO within thirty (30) days after the receipt of invoices from the SAO from appropriation items or accounts from which like expenditures normally would be paid for similar resources, based upon vouchers drawn by RA payable to the SAO. The SAO will credit RA payments to current appropriation item(s) or account(s) from which the expenditures of that character originally were made

- Payment shall be made in accordance with Government Code 771.008.

7. CONTRACT AMENDMENTS

Any additions, deletions, or amendments to this contract must be in writing and signed by both parties.

8. TERMINATION

Notwithstanding the term of the contract specified in Section 4, either party may immediately terminate and bring to an end performance under this contract by providing three (3) days written notification to the other party. If this contract is terminated by the SAO for any reason, the SAO shall not be liable for any damages resulting from such termination. In the event this contract is terminated by either party for any reason, RA shall not be entitled to return

of any amounts reimbursed to the SAO under this contract except in the circumstances specified in this section. In the event that the SAO receives a refund of license fees from Wolters Kluwer Financial Services and this agreement is terminated by the SAO, the RA is entitled to a pro rata refund of amounts paid under this agreement based on the amount received by the SAO from Wolters Kluwer Financial Services and the number of licenses RA uses under this agreement compared to the total number of licenses purchased by the SAO. If the SAO's Global Licensing Agreement is terminated for any reason, this agreement will automatically terminate. The SAO will provide RA with as much notice as is reasonably possible under such circumstances. The RA understands and agrees that it will then be responsible for future software purchases and maintenance fees.

9. INCREASE IN COST OF LICENSE

The cost of software licenses is based on a variety of factors, including the number of licenses purchased. The RA understands and agrees that the cost per license may change from year to year.

10. LIMITATION ON SERVICES COVERED BY THIS AGREEMENT

The contracting parties understand that this agreement covers only the services described in Section 3. If RA chooses to use other products or services offered by ARC Logics and/or Wolters Kluwer, those services must be contracted for under a separate agreement with ARC Logics and/or Wolters Kluwer.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) the proposed arrangement serves the interest of the economical administration of the State Government, and (3) the services, supplies, or material contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder. The RA further certifies that it has the authority to contract for the above services.

The undersigned parties bind themselves to the faithful performance of this contract.

CAPITAL METRO:

By: _____ Date: 8/1/2017

Signature

Print Name: Linda S. Watson

Title: President/CEO

STATE AUDITOR'S OFFICE:

By: _____ Date: [Click here to enter a date.](#)
Manager

Printed Name: Jon Knippa

Attachment: ILA w SAO for TeamMate Licenses (3861 : ILA with SAO for TeamMate License)

INTERAGENCY COOPERATION ACT CONTRACT

ATTACHMENT A

The following listing represents the designated contact personnel for the above reference contract. The Point of Contact and the Billing Contact for the Receiving Agency must be an agency employee.

Point of Contact for the State Auditor's Office (SAO)

George Gaydos, Senior System Support Specialist

Mailing Address: State Auditor's Office
P.O. Box 12067
Austin, TX 78711-2067

Phone: (512) 936-9784
Fax: (512) 936-9400
Email: george.gaydos@sao.texas.gov.

Point of Contact for the Receiving Agency

Name: Paula M. Bishir-Jensen
Title: Interim VP, Internal Audit

Mailing Address: 2910 E. 5th St.
Austin, TX 78702

Phone: 512-389-7422
Fax: [Click here to enter text.](#)
Email: paula.bishir-jensen@capmetro.org

Billing Contact for the Receiving Agency

Name: Chester Soares
Title: Director, Enterprise Application Systems

Mailing Address: 2910 E. 5th St.
Austin, TX 78702

Phone: 512-369-6003
Fax: [Click here to enter text.](#)
Email: chester.soares@capmetro.org

TEAMMATE® GLOBAL LICENSE, SUPPORT AND SERVICES AGREEMENT

IMPORTANT NOTICE: PLEASE READ THIS GLOBAL LICENSE, SUPPORT AND SERVICES AGREEMENT (THIS “AGREEMENT”) CAREFULLY BEFORE INSTALLING, DOWNLOADING, COPYING OR USING ANY TEAMMATE® SOFTWARE. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN THE COMPANY, ORGANIZATION OR OTHER PERSON OR ENTITY THAT HAS LICENSED THIS SOFTWARE (“CUSTOMER”) AND LICENSOR (AS DEFINED BELOW). IT HAS THE SAME EFFECT AS ANY NEGOTIATED WRITTEN AGREEMENT SIGNED BY CUSTOMER AND GOVERNS PERMITTED ACCESS TO AND INSTALLATION, COPYING AND USE OF THE SOFTWARE BY CUSTOMER AND ANY USERS. BY CLICKING TO ACKNOWLEDGE AND AGREE TO THIS AGREEMENT, OR BY INSTALLING, DOWNLOADING, OR USING THE SOFTWARE, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY, OR DO NOT HAVE AUTHORITY TO BIND CUSTOMER TO, THESE TERMS AND CONDITIONS, THEN DO NOT INSTALL, DOWNLOAD OR USE THE SOFTWARE.

THIS AGREEMENT MAY REFER TO AND INCORPORATE SUPPLEMENTAL TERMS SET FORTH IN ONE OR MORE ORDER FORMS (AS DEFINED BELOW). IN ADDITION, CUSTOMER’S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS IN A SEPARATE WRITTEN LICENSE AND SERVICES AGREEMENT WHICH MAY SUPERSEDE ALL OR PORTIONS OF THIS AGREEMENT, AS AND TO THE EXTENT EXPRESSLY PROVIDED THEREIN. TO THE EXTENT A CUSTOMER HAS PREVIOUSLY ENTERED INTO A SEPARATE LICENSE AGREEMENT FOR THE LICENSED PRODUCTS AND ANY SUCH TERMS CONFLICT WITH THE TERMS HEREUNDER, THE TERMS OF THAT PARTICULAR OTHER PRE-EXISTING LICENSE AGREEMENT(S) SHALL GOVERN IN THE EVENT OF CONFLICT.

Section 1. Selected Definitions

1.1 “Affiliate” means with respect to Customer, any corporation, partnership, firm, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, governmental organization or body that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Customer, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, organization or body, whether through ownership of voting securities or otherwise.

1.2 “Content” means informational content, such as operational risk listings or categories, sample report templates or illustrative databases, contained in the Software or supplied by or on behalf of Licensor to Customer with the Software.

1.3 “Documentation” means any operating manuals, user instructions, technical specifications or similar publications relating to the Use and administration of the Software by Licensor customers that are supplied with or contained in the Software provided to Customer by or on behalf of Licensor.

1.4 “Effective Date” means the earlier of (a) the date so designated in the Order Form, or (b) the date Customer first downloads or receives delivery of the Software.

1.5 “Initial Fees” means all license fees payable for license of the Software, together with all fees for any related Services (to the extent such fees are to be paid up front pursuant to the Order Form) and for the initial Support term, in each case as shown on the applicable Software Order Form.

1.6 “Intellectual Property Rights” means all rights, title and interests in and to the Licensed Products, including, without limitation, all copyright, patent, trade secret, trademark and other intellectual property and proprietary and moral rights related thereto, and these and any other similar rights in any jurisdiction relating to the Licensed Product.

1.7 “Licensed Products” means the Software, any Content (whether included in the Software or separately provided), the Documentation and the Media.

1.8 “Licensor” means Wolters Kluwer Financial Services, Inc. or any non-United States affiliated company that is named as the “licensor” or “services provider” in any Order Form or written license and/or services agreement with Customer.

1.9 “Media” means the physical media on which the Software and Documentation are recorded or printed, as provided by Licensor to Customer.

1.10 “Order Form” means Licensor’s then current order form for Software or its then current Services, all of which refer to and are governed by this Agreement, completed and signed by Customer and Licensor.

1.11 “Services” means the services (other than Support) provided by Licensor under this Agreement, as requested by Customer, accepted by Licensor and described in one or more Order Forms.

1.12 “Software” means (a) the TeamMate® electronic audit management software suite only in machine readable, executable (object code) format, including the features, functions, designs and any Content included therein, (b) any Updates or Versions that may be provided by or on behalf of Licensor to Customer during the applicable Support Period, and (c) any complete or partial copies thereof permitted to be made by this Agreement.

1.13 “Support” means Licensor’s then current support and maintenance services program for the Software, as further described in Section 8.

1.14 “Support Period” means the period during which Licensor provides support services under the terms of this Agreement and as set out in the Order Form, for which Customer has paid the applicable fee(s).

1.15 “Update” means any updates, enhancements, improvements, corrections, service packs or other modifications of or to the Software that are released by Licensor for general distribution to Software licensees as a part of Support during the period for which Customer has purchased Support, but which are not new major Versions. An Update is generally denoted by Licensor by a change to the right of the first decimal point in the Software version number (for example, Version 1.0 to 1.1).

1.16 “Use” or “Using” means (a) to install, load, download, execute, access, utilize, display or store the Software or information therein, or interact with its functionality or processing capabilities in accordance with the terms of this Agreement, and (b) to read, process and utilize the Documentation and process the Media in connection with Use of the Software in accordance with the terms of this Agreement.

1.17 “User” means each individual employee of Customer or its authorized agents or subcontractors who Uses the Licensed Products as operated or made available by or through Customer, regardless of whether such individual is actively Using the Software at any given time.

1.18 “Version” means any new version or upgrade of the Software that contains substantial and significant enhancements, or other substantial changes in functionality or performance as compared to the previous version (if any) and which is designated by a numeric change to left of the decimal (e.g., Version 8.0 and 9.0).

Section 2. License Grant

2.1 General. Effective upon Customer's payment of the Initial Fees, Licensor hereby grants to Customer a non-exclusive, perpetual and non-transferable license to Use the Licensed Products, on and subject to the terms and conditions of this Agreement. Licensor reserves all rights in and to the Licensed Products not expressly granted in this Agreement.

2.2 Internal Use Limitation. Customer may Use and permit its Users to Use the Licensed Products only for Customer's own internal business purposes. Other than Users authorized hereunder, Customer shall not permit any third party to Use the Licensed Products in any way whatsoever. Except as expressly authorized by Section 3 of this Agreement, Customer shall not, and shall not permit any User to, offer or Use the Licensed Products for the benefit of any affiliated or unaffiliated third parties, including in any computer service business, service bureau arrangement, outsourcing or subscription service, time sharing or other participation arrangement.

2.3 Number of Users. Customer shall not Use, or permit the Use of, any Licensed Products by more than the maximum number of Users specified in the applicable Order Form (as the same may be adjusted pursuant to an Order Form amendment or supplement or Sections 3.3 and 4.4 hereof), whether or not such Users are actively Using the Licensed Products at the same time.

2.4 Copies. Customer may make a reasonable number of back-up copies of the Software for Customer's archival or disaster recovery purposes only and not for production, development, evaluation or testing purposes (other than to ensure that such back-up copies are capable of replacing the Software in case of a disaster). Such copies shall be the property of Licensor and Customer shall not remove from, deface or overprint on the original Software any Licensor copyright notices, trademarks, logos, legends or other similar proprietary designations, and shall accurately reproduce all of the same on any permitted copies. Customer shall keep exclusive possession of and control over the copies of the Licensed Product in its possession and shall effect and maintain adequate security measures to safeguard the Licensed Product from access or Use by any unauthorized person or person who is not an authorized User hereunder.

Section 3. Limited Third Party Use of Licensed Products

3.1 Affiliate Use. Any Customer Affiliate may Use the Licensed Products, provided that (a) such Customer Affiliate Uses the Licensed Products only for its own and/or Customer's internal business purposes strictly in accordance with all of the terms and conditions set forth in this Agreement (including, without limitation, Section 2.3 above), and (b) Customer Affiliate agrees to comply with and be bound by the terms of this Agreement. Customer hereby agrees to be fully responsible and liable for each and every Customer Affiliates' (and its Users) full compliance with the terms and conditions of this Agreement, such that any breach of the terms of this Agreement by any such Affiliate (or its Users) shall be deemed a breach by Customer.

3.2 Use by Third Party Service Providers. Customer may permit Use of the Licensed Products by its third party service providers or consultants, including any third parties providing Customer with outsourcing, data center management or disaster recovery services ("Service Providers"), provided that such Service Providers (a) Use the Licensed Products only for Customer's internal business purposes and (b) agree to comply with and be bound by the terms of this Agreement. Customer hereby agrees to be fully responsible and liable for each and every Service Providers' (and its Users) full compliance with the terms and conditions of this Agreement, such that any breach of the terms of this Agreement by any such Services Provider (or its Users) shall be deemed a breach by the Customer.

3.3 User Count and License Fee Adjustments. Any individuals afforded rights to Use the Licensed Products pursuant to Sections 3.1 or 3.2 shall be counted as Users for all purposes under this Agreement. Customer shall advise Licensor promptly upon any increase in the total number of Users as a result of any such Affiliate or Service Provider Use and shall pay to Licensor any required additional License fees at Licensor's then current applicable rates. No such adjustments shall be required for any incidental access to information in, from or generated by the

Software required or requested by any external financial auditor of Customer or any Affiliate, or any representative of any governmental, accreditation or regulatory body in the course of their normal regulatory, investigative or professional duties for or with respect to Customer or any Affiliate.

Section 4. Unauthorized Use of Licensed Products

4.1 No Modification or Reverse Engineering. Customer shall not, and shall not allow any User, Affiliate or Service Provider to, (a) modify, port, adapt or translate or create any derivative works from or based on the Licensed Products, in whole or in part, (b) reverse engineer, decompile, disassemble or otherwise attempt to reduce the object code to or discover the source code of the Software, or (c) combine or merge the Software with, or incorporate it into, any other software. This prohibition shall not apply to the extent that applicable law affords Customer the right to decompile the Software if and as necessary to render it interoperable with other software licensed or used by Customer, provided that Customer first requests such interoperability information from Licensor and complies with any reasonable conditions, including payment of any reasonable fees and expenses then generally charged by Licensor to its customers for the same. Customer's Use of the Software to process Customer information or tasks and produce activity lists, schedules or reports which the Software enables and for which it is intended will not be deemed to constitute creation of derivative works or violations of this Section 4.1.

4.2 No Transfer or Assignment. Except as may be otherwise expressly provided in Section 3, Customer shall not (a) sublicense, assign or transfer the Software in whole or in part to any third party, or (b) assign or transfer to any third party any of Customer's rights or interests in and to the Software, including through any lease, rental, subscription, lending, pledge, security interest or shared participation arrangement with or in favor of any third party.

4.3 Additional Customer Responsibilities. Customer shall maintain, and promptly provide to Licensor upon its request, accurate User lists and other reasonably detailed records regarding Use of the Software by or for Customer. If Customer becomes aware of any unauthorized Use of all or any part of the Licensed Products, Customer shall notify Licensor promptly, providing reasonable details. Customer will remain responsible for any unauthorized Use of the Licensed Products by any individuals employed by, acting as authorized agents of or performing services for Customer or its Affiliates (including any of their respective service providers).

4.4 Verification Rights. Upon reasonable prior notice to Customer not more than once every twelve (12) months, Licensor may conduct an audit, using its own or third party personnel, to review that Customer's Use of the Licensed Products complies with this Agreement, including the number of licensed Users under this Agreement and the applicable Order Form(s). Licensor will conduct any such audit during Customer's normal business hours and in accordance with Customer's reasonable site security requirements. If any such audit or any other Customer-provided information reveals that Customer has underpaid any license or Support fees, then as a non-exclusive remedy, Licensor may invoice Customer for, and Customer will pay, such additional fees as are thereby determined to be payable, based on Licensor's then effective list prices. If such underpayment exceeds five percent (5%) of the total fees paid *or due and payable* by Customer under this Agreement, Customer also shall reimburse Licensor for its reasonable costs actually incurred in conducting the verification.

Section 5. Proprietary Rights

5.1 Ownership of Licensed Products. Customer acknowledges that Licensor is and will remain the sole and exclusive owner of all Intellectual Property Rights. Customer shall have no rights, title or interest therein or thereto, other than the limited license expressly set forth in this Agreement.

5.2. Ownership of Customer Data. Nothing in this Agreement shall be construed as granting Licensor any right, title or interest in or to any Customer-provided data or other content or information input into or processed using the Licensed Products.

5.3 Ownership of Other Materials. Licensor shall be the exclusive owner of all rights, title and interests, including all Intellectual Property Rights, in and to (i) the Licensed Products, (ii) any and all translations,

adaptations, developments, enhancements, improvements, Updates, Versions, customizations or other modifications or derivations of or to the Licensed Products, whether or not developed by or for the Customer, and (iii) any suggestions, ideas, enhancement requests, feedback, or recommendations provided by or on behalf of Customer. In providing any customized report template or other customized work product deliverables in connection with its provision of Services hereunder, Licensor does not and shall not be deemed to transfer to Customer any Intellectual Property Rights therein, whether as “work-for-hire” or otherwise, other than the right to Use the same in accordance with this Agreement as part of the Licensed Products. Customer hereby assigns, grants and conveys to Licensor all rights, title and interests in and to any and all such materials, effective upon their creation or communication. Customer will execute and deliver to Licensor such further assignments and take all such further actions as Licensor may reasonably request to effect or evidence the assignment to and vesting in Licensor of all such rights.

5.4 **No Contest.** Neither Party shall pursue any claims contesting, make any filings or registrations inconsistent with or otherwise take any actions to challenge the respective intellectual property rights of the other Party as set forth in this [Section 5](#).

Section 6. Confidential Information

6.1 **Nature and Scope.** Customer’s (i) financial and audit working papers and related documentation, and (ii) all data and other information identified as confidential by Customer, are confidential information of Customer. Customer agrees that the Licensed Products constitute trade secrets and confidential information of Licensor. “**Confidential Information**” includes any Licensor internal policies, procedures or third party audit or attestation reports and all information that is or reasonably should be understood to be confidential, proprietary, or generally not available to the public, whether furnished or made available before or after the date of this Agreement, and regardless of its form, format, media or mode of disclosure (written, visual, electronic or other).

6.2 **Obligations.** Each party will keep all Confidential Information of the other Party strictly confidential. Each party agrees to use the same care to protect the Confidential Information of the other as it employs with similar information of its own (but in no event less than reasonable care). Neither party will disclose any Confidential Information of the other party, except that each party may disclose Confidential Information of the other to its employees, subcontractors or agents who have a need to know such information, provided that, prior to such disclosure, the disclosing party requires that each such employee, subcontractor or agent agree to the restrictions on use and disclosure of Confidential Information set forth in this Agreement. The parties further agree that they will use Confidential Information solely for the purposes for which such information, or access to it, is provided pursuant to the terms of this Agreement. Upon any termination of this Agreement or otherwise promptly after the disclosing party's reasonable request, the receiving party shall either return to the disclosing party or destroy and certify in writing to such party the destruction of any and all Confidential Information of such party in the receiving party's possession. For the purpose of this [Section 6](#), with respect to Customer, “party” shall include any Affiliate of Customer who has Users hereunder. In addition, Customer and its Affiliates (if applicable) shall be responsible for full compliance of any of their Service Providers’ or Users’ full compliance with the confidentiality obligations hereunder. These confidentiality obligations shall survive for a period of five (5) years after Customer’s termination of Support of the Software.

6.3 **Exceptions.** Confidential Information shall not include information which is: (i) independently developed by the party without the benefit of the other's disclosure or is already known by the party at the time of disclosure; (ii) approved for release by the other's written authorization or is rightfully received by the party from a third party without any obligation of confidentiality; (iii) public knowledge without the wrongful act or breach of this Agreement by either party; or (iv) disclosed pursuant to the requirements of a governmental agency or court order.

Section 7. Order, Delivery and Payment

7.1 **Order, Delivery, Installation.** Customer may order Software licenses, Support and/or Services by submitting one or

more signed Order Forms to Licensor. After its acceptance of a Software Order Form, Licensor will either deliver the Software to Customer at the locations provided therein or permit the Customer to download the Software from an FTP site identified in such Order Form. Customer will be responsible for installation of the Software, except to the extent Licensor agrees to provide such Services in accordance with [Section 9](#) and pursuant to an Order Form. Acceptance will be deemed to occur on Customer's receipt or downloading of Licensed Products, Customer's order or renewal of Support or Licensor's performance of Services, as applicable. Licensor will bear all risk of loss for Licensed Products until their delivery to or downloading by Customer.

7.2 Payment and Taxes. All fees and expenses are quoted and invoiced in the currency specified in the applicable Order Form. All invoiced amounts are due and payable by Customer within thirty (30) days after the invoice date. Fees and other charges described in the applicable Order Form, do not include federal, state or local sales, foreign withholding, use, property, excise, service, value added or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. With respect to state/local sales tax, direct pay permits or a valid tax-exempt certificates must be provided to Licensor prior to the execution of this Agreement. If Licensor is required to pay Taxes, Customer shall reimburse Licensor for all such amounts. Customer hereby agrees to indemnify Licensor for any such Taxes and related costs, interest and penalties paid or payable by Licensor.

Section 8. Support

8.1 Support Term and Fees. The initial term for Support of the Software will commence on the Effective Date and continue for such initial Support Period as shown on the applicable Order Form. Support will automatically renew for successive one (1) year renewal terms unless and until terminated as provided in [Section 8.5](#). Unless otherwise provided in the Order Form, Support will be provided to Customer at no additional charge during the initial twelve (12)-month term following the Effective Date. Support fees for each successive Support renewal term are payable by Customer annually in advance. At the request of Licensor, Customer will provide Licensor with an update and/or confirmation of the number of Users of the Software and to the extent such number of Users has increased, Customer will pay Licensor such increased license fees and Support as required hereunder.

8.2 Licensor Support Obligations. Throughout the applicable Support Period, provided that Customer is not then in default of its obligations under this Agreement (including payment obligations) and subject to the exclusions set forth in [Section 8.4](#), Licensor will provide or cause to be provided the following Support services: (a) telephone help-desk, and electronic and/or remote access support to assist Customer in its Use of the Software and respond to any reported failures of the Software to conform to [Section 10.2](#) (provided that this support shall not be in lieu of obtaining training with respect to the Licensed Product, for which there is a Service charge); (b) provision of such Updates and Versions as Licensor from time to time produces and distributes generally to Software licensees under Support for no additional fees; and (c) such other support services as Licensor provides generally to licensees as part of its then current Software support and maintenance program.

8.3 Customer Responsibilities. Throughout the applicable Support Period, Customer will: (a) at its expense, maintain an approved, secure internet connection and such other compatible devices as needed to enable Licensor to gain remote access, with Customer's consent, to the computer system(s) on which the Software is installed for diagnostic, error notation and correction and other support purposes; (b) cooperate with Licensor in investigating and seeking to identify the cause of any claimed failure of the Software to perform in accordance with this Agreement; (c) allow such other remote and/or on-site access to the Software and to Customer's systems as may be reasonably required for Licensor to perform Support activities and (d) install all Updates and/or Version of the Software within at least eighteen (18) months of their release by Licensor. Licensor's obligation to provide the Support described in [Section 8.2](#) above shall not apply to the extent Customer is not in full compliance with this [Section 8.3](#). Customer acknowledges that the failure to timely install any Updates and/or Versions shall excuse Licensor's warranty and indemnity obligations herein, if and to the extent any performance or infringement issues thereby would have been avoided or mitigated by Customer's installation of such Updates and/or Versions.

8.4 Exclusions. Licensor Support will not include: (a) resolution of problems resulting from: (i) any modification of or

damage to the Software or its operating environment, (ii) Customer's failure to operate the Software in an approved hardware and software environment or otherwise in accordance with applicable Licensor Documentation, or (iii) Customer's failure to implement any Updates provided by Licensor within the period of time required in Section 8.3(d); (b) new Versions of the Software for which Licensor establishes and generally charges Software licensees a separate license fee; (c) the provision of any Updates or other program Support described in Section 8.2, if Customer is in default with respect to payment of Support fees; or (d) Services, including but not limited to any installation, implementation and other Services.

8.5 Support Termination. Either party may terminate Support under this Agreement as of the end of the initial Support Period, or as of the end of any renewal term, by written notice to the other party at least ninety (90) days prior to the end of such applicable Support Period and/or renewal term. If Customer's license to use any of the Software is terminated for any reason, Support will terminate automatically as to such Software. If Licensor terminates Support in accordance with this Section 8.5, other than in the circumstance of a breach of this Agreement by Customer, Customer will be entitled to receive a pro-rata refund of any prepaid Support fees for any period beyond the termination effective date.

Section 9. Services

9.1 General. Licensor offers consulting services relating to the Licensed Products, including installation and implementation services, configuration or customization of templates or reports and training for Customer personnel. Licensor will provide (a) any required initial implementation Services, as provided in the Order Form for the Licensed Products, and (b) all other Services, at Customer's election and following Customer's signature and Licensor's acceptance of an Order Form describing the nature, scope, project assumptions, fees, duration, location(s) of the covered Services, in each case in accordance with and subject to the terms and conditions of this Agreement.

9.2 Services Performance; Customer Support. In performing Services, Licensor may assign Licensor personnel, authorized agents or qualified third-party contractors who are proficient in the provision of Services relating to the Licensed Products ("Consultants"). Licensor will be responsible for the observance by such Consultants of Licensor's obligations hereunder, including the confidentiality obligations in Section 6 herein. Customer agrees to provide the information, facilities, personnel and equipment, including if applicable suitably configured computers, reasonably identified by Licensor as essential to the performance of any Services. Customer may require Licensor's personnel in performing any Services to observe at all times the safety and security policies of Customer. Customer shall advise Licensor of any hazards to the health and safety of Licensor's personnel on the Customer's premises and provide Licensor's personnel with appropriate information regarding applicable safety and security procedures.

9.3 Services Pricing. Unless otherwise provided in the applicable Order Form, all Services shall be provided on a time and expense/materials basis at Licensor's then current rates. Licensor reserves the right to impose a higher rate for Services performed upon the request or with the approval of Customer in excess of a forty (40) hour week or during weekend or holiday periods. Estimates are provided for Customer's information only and are not guaranteed. Customer shall pay or reimburse Licensor for all reasonable travel and other out-of-pocket expenses incurred in connection with Licensor's performance of Services hereunder.

Section 10. Limited Warranties and Disclaimers

10.1 Authority. Each party represents to the other that such party has the full corporate power and authority to enter into and perform this Agreement.

10.2 Software and Media. Licensor warrants to Customer that, for a period of ninety (90) days from its delivery date, (a) the Software will perform substantially in accordance with the material functional specifications contained in the Documentation in effect at the time of delivery to Customer when such Software is properly installed and Used on the recommended operating system, and (b) the Media on which the Software is furnished, if any, will be free from

material defects under normal use. Licensor's entire liability and the Customer's sole and exclusive remedy for breach of this Section 10.2 will be limited to either, at Licensor's option, replacement of the Software and Media, if any, at no charge to Customer or refund of the license fee paid by Customer and termination of this Agreement. The warranties in this Section 10.2 shall not apply if, and during the period that, any Licensed Products are provided to Customer for evaluation or trial use.

10.3 Services. Licensor warrants to Customer that all Services provided under this Agreement will be performed by competent personnel with appropriate experience in providing such Services.

10.4 Warranty Limitations. The preceding Licensor warranties do not apply to and, to the full extent permitted by law, Licensor shall have no responsibility for breaches of warranty to the extent arising from: (i) Customer operator errors; (ii) Customer hardware or operating system failures; (iii) the modification of the Software by any person other than Licensor (except as directed or authorized by Licensor); (iv) the combination of the Software with products or services not provided by Licensor (except as directed or authorized by Licensor); (v) Use of any portion of the Software in a manner not permitted or contemplated by this Agreement or the Documentation; (vi) Use of an earlier Version of some or all of the Software other than the current Version or Use of Software without all Updates installed.

10.5 **DISCLAIMERS**. (a) EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION 10 AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE LICENSED PRODUCTS, CONTENT, SUPPORT, SERVICES OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF LICENSOR WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE OR UNINTERRUPTED, OR THAT ALL SOFTWARE DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 10, (A) THE LICENSED PRODUCTS ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND (B) CUSTOMER ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE OF THE LICENSED PRODUCTS AND ITS OWN AUDIT APPROACH OR METHODOLOGY.

(b) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR, ANY OF ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS OR SUPPLIERS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS WILL INCREASE THE SCOPE OR OTHERWISE ALTER THE TERMS OF ANY WARRANTY EXPRESSLY STATED IN THIS AGREEMENT OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS.

(c) TO THE EXTENT THAT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS CANNOT BE FULLY DISCLAIMED AND EXCLUDED UNDER APPLICABLE LAW AS CONTEMPLATED BY SECTION 10.5(a), THEN ANY DIFFERENT OR ADDITIONAL LEGALLY REQUIRED WARRANTIES, REPRESENTATIONS OR CONDITIONS, SHALL BE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF SOFTWARE DELIVERY OR SERVICES PERFORMANCE, AS APPLICABLE.

Section 11. Indemnities

11.1 Infringement Indemnity. (a) General. Licensor agrees (i) to defend Customer against or, at Licensor's option (subject to Section 11.3), settle any unaffiliated third party claim or action brought against Customer asserting that Customer's Use of all or part of the Licensed Products in conformity with this Agreement infringes such third party's copyrights or registered trademarks in the United States, Canada, Australia or the European Union or a third party's patents in the United States, and (ii) to indemnify Customer against actual damages and reasonable costs and expenses assessed against or recovered from Customer as a result of any such claim or action.

(b) Exclusions. Section 11.1(a) does not cover claims or actions based upon or arising out of: (i) Use of the Licensed Products in combination with other non-Licensor-provided products or programs with which the Licensed Products are not authorized or intended to be used; (ii) modification or alteration of the Software by Customer or for Customer by any person other than Licensor or its authorized agent; (iii) Use of the Licensed Products in breach of this Agreement or in a manner not consistent with or contemplated by the Documentation; or (iv) use of a superseded or altered Version of some or all of the Software if infringement would have been avoided or mitigated by the use of a subsequent unaltered Version (with all Updates) of the Software that is provided to Customer as part of Support.

(c) Licensor Cure. If all or part of the Licensed Products become, or in Licensor's opinion, are likely to become, the subject of a third party claim of infringement or violation of such third party's intellectual property rights, Licensor may, at its option: (i) procure for Customer the right to continue using the affected Licensed Products; (ii) replace the same with substantially equivalent, non-infringing materials; or (iii) modify the affected Licensed Products so that they become noninfringing without materially changing their functionality. If, in Licensor's opinion, none of the foregoing alternatives are feasible or commercially reasonable, Licensor may terminate Customer's license to the affected Licensed Products, require and accept return of the same, and refund to Customer the unamortized portion of the allocable Software license fees paid by Customer with respect thereto (based on a five-year estimated useful life) and the unused portion of any Customer prepaid, related Support fees.

(d) Exclusive Remedy. To the maximum extent permitted by applicable law, the provisions of this Section 11.1 state the sole, exclusive and entire liability of Licensor and its affiliates, distributors, agents, subcontractors and suppliers, and Customer's sole remedy, with respect to any actual or claimed infringement or other violation of any third party's intellectual property rights.

11.2 Indemnification Procedures. The indemnity in this Section 11 is contingent upon: (i) Customer promptly notifying the Licensor in writing of any claim which may give rise to a claim for indemnification; (ii) Licensor being allowed to control the defense and settlement of such claim; and (iii) Customer cooperating with all reasonable requests of Licensor (at Licensor's expense) in defending or settling a claim. Customer shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through a counsel of its own choosing. Licensor may settle any such claim, provided that no settlement of any claim admitting liability of, or imposing duties or restrictions upon, Customer, other than for payment of monetary amounts for which Licensor agrees to be responsible or for termination of Customer's Use of the Software in accordance with Section 11.1, may be effected without the prior written consent of the Customer, which shall not be unreasonably withheld or delayed. The indemnities in this Section 11 shall not apply if, and during the period that, any Licensed Products are provided to Customer for evaluation or trial use.

Section 12. Limitations of Liability

12.1 Internet Exclusion. THE SOFTWARE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE, OR (II) UNAUTHORIZED USERS (E.G. HACKERS), MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEBSITES, COMPUTERS OR NETWORKS. LICENSOR SHALL NOT BE RESPONSIBLE FOR PREVENTION OR EFFECTS OF SUCH ACTIVITIES.

12.2 Customer Responsibility; Professional Advice. CUSTOMER ASSUMES ALL RESPONSIBILITIES AND RISKS, FOR ITSELF AND ALL USERS, REGARDING: (I) ALL DATA AND INFORMATION COLLECTED, USED OR INCLUDED IN OR PROCESSED, ACCESSED OR STORED WITH THE LICENSED PRODUCTS; (II) THE PREPARATION, ACCURACY, REVIEW AND USE OF RESULTS OBTAINED THROUGH USE OF THE SOFTWARE OR ANY CONTENT, AND ANY DECISIONS OR ADVICE MADE OR GIVEN TO ANY PARTY BASED ON THE USAGE OF THE LICENSED PRODUCT. LICENSOR AND ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS AND SUPPLIERS ARE NOT ENGAGED IN RENDERING AUDITING, ACCOUNTING, LEGAL OR OTHER PROFESSIONAL OR EXPERT ADVICE OR SERVICES AND ARE NOT RESPONSIBLE FOR HOW THE LICENSED PRODUCT IS USED, THE RESULTS AND ANALYSIS DERIVED BY CUSTOMER BY USE OF THE LICENSED PRODUCT AND ANY DECISIONS THE CUSTOMER MAY TAKE BASED ON CUSTOMER'S USAGE OF THE LICENSED PRODUCT.

12.3 Damages Exclusion. EXCEPT AS OTHERWISE PROVIDED IN SCHEDULE A, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER LICENSOR OR CUSTOMER, NOR THEIR RESPECTIVE AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS OR SUPPLIERS, WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSS OF SALES, PROFITS, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR ANY EXEMPLARY, PUNITIVE OR SPECIAL LOSS OR DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY OF THEIR OCCURRENCE, RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED PRODUCTS, CONTENT, SUPPORT OR ANY SERVICES RENDERED HEREUNDER, OR ANY OTHER CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE).

12.4 Limitations of Liability. Except for any indemnification liability arising under Section 11.1 of this Agreement, and except as otherwise provided in Schedule A, the entire and collective liability of Licensor and its affiliates, distributors, agents, subcontractors and suppliers, arising out of or related to this Agreement, the Licensed Products, Content, Support or Services, or any other cause whatsoever, including without limitation on account of performance or nonperformance of obligations under this Agreement, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed the total fees paid to Licensor in the twelve-month period preceding the date such claim or cause of action first arose. The limitation of liability under this Section will be applied to the maximum extent permitted by applicable law.

12.5 Limitations Period. Any claim or cause of action arising under or otherwise relating to this Agreement, any Order Form, or the Licensed Products, Support, Services or other subject matter hereof or thereof, whether based on contract, tort (including negligence) or otherwise, must be commenced within one year from the date such claim or cause of action first arose.

Section 13. Term and Termination

13.1 Term. This Agreement will become effective upon Licensor's execution of the Order Form or, if earlier, the Effective Date, and will remain in force until terminated in accordance with the terms hereof.

13.2 Termination. (a) Either party may terminate this Agreement in its entirety, or in part with respect to an Order Form for Services, at any time upon thirty (30) days prior written notice, if the other party materially fails to comply with any of the terms and conditions of this Agreement and such failure is not cured by the end of such thirty (30)-day period. Licensor may terminate this Agreement immediately if Customer materially fails to comply with Sections 2, 3, 4, 5 or 6 of this Agreement.

(b) Unless otherwise specified by the parties in writing, either party may terminate this Agreement in part with respect to the delivery by Licensor of any of the Services upon thirty (30) days' advance written notice. Upon any such partial termination, Licensor shall advise Customer of the extent to which performance of a terminated Service has been completed through such date. Licensor shall be paid for all work performed and expenses with respect to such Service through the date of termination.

13.3 Effects of Termination. Upon termination of this Agreement for cause by Licensor, including due to violation by Customer or Affiliates (or their respective Users) of Sections 2, 3, 4, 5, 6 or 10.1 or for failure to pay any license fee or contractually required Support Fee due hereunder or any applicable Order Form ("Licensor For-Cause Termination"), Customer shall immediately cease using the Licensed Products, return all of the Licensed Products (including all copies thereof, in whatever form) to Licensor, and return to Licensor all of its Confidential Information in tangible form, destroy or erase any computer entries, database entries and any other recordation of Licensor Confidential Information.

13.4 Survival. In the circumstance of a Licensor For-Cause Termination, all license rights granted under Sections 2 and 3 shall be terminated, provided Sections 4, 5, 6, 7 (to the extent payment is still due by Customer) 10.4, 10.5, 12, 13, 14 and 15 shall survive any such termination of the Agreement. In the circumstance of a Customer ceasing to maintain Support or expiration of the Agreement, Sections 2, 3, 4, 5, 6, 7 (to the extent payment is still due by Customer) 10.4, 10.5, 12, 13, 14 and 15

shall survive any such termination or expiration of the Agreement.

Section 14. Governing Law and Dispute Resolution

14.1 Governing Law. The Parties consent to the application of the Governing Law to govern, interpret and enforce all rights, duties and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. Unless a different legal jurisdiction is denoted in an Order Form, the "Governing Law" shall be determined by the Customer's principal place of business, as follows: (i) in the North, South or Central America, except Canada: "the laws of the State of New York, U.S.A."; (ii) in Canada: "the laws in the Province of Ontario, Canada"; (iii) in Europe, the Middle East and Africa: "the laws of England & Wales," in which event the provisions of Schedule A shall apply to this Agreement; and (iv) in Asia Pacific: "the laws of New South Wales, Australia", in which event the provisions of Schedule B shall apply to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

14.2 Injunctive Relief. Notwithstanding an agreement of the parties to submit disputes under this Agreement for

resolution by arbitration, each party agrees that any actual or threatened breach by the other of its obligations under this Agreement relating to proprietary rights, confidentiality and non-disclosure of Confidential Information may cause irreparable damage for which legal remedies are inadequate, and each party agrees that the other may seek immediate injunctive or other equitable relief restraining such actual or threatened breach in any judicial forum, without the need to first secure a judgment or award and without the need to seek arbitration and follow any procedures related thereto.

14.3 Dispute Resolution Method and Venue. Unless otherwise provided in the Order Form, and subject to Section 14.2, any dispute arising under or relating to the subject matter of this Agreement shall be submitted for resolution in the method and to the venue as follows. If Customer's principal place of business is located: (a) in the United States, disputes shall be submitted to a state or federal court in the Borough of Manhattan, New York City, New York; (b) in Canada, disputes shall be submitted to the federal or provincial courts in Toronto, Ontario; (c) in North, Central or South America, disputes shall be submitted for arbitration in Miami, Florida, U.S.A., under the rules of the American Arbitration Association; (d) in Europe, the Middle East and Africa, disputes shall be submitted to arbitration in London, England, under the Arbitration Rules of the London Court of International Arbitration; (e) in Asia Pacific, disputes shall be submitted to arbitration in Sydney, (NSW) Australia, under the rules of the Australian Commercial Disputes Centre Ltd.

14.4 Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY RELATED DOCUMENTS, THEIR RESPECTIVE SUBJECT MATTER OR RELATED DEALINGS BETWEEN THE PARTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14.5 Arbitration Procedures. The following procedures shall apply to any disputes under this Agreement or in regards to the Licensed Product to which arbitration applies as set forth in Section 14.3 above. Arbitration shall be conducted before a single arbitrator unless the amount in dispute exceeds the equivalent of US \$250,000, to be jointly selected and if the parties cannot agree on such single arbitrator within a period of 30 days after an arbitration proceeding has been filed, then the single arbitrator will be selected in accordance with the applicable arbitral body for the relevant jurisdictions set forth in Section 14.3 above. If the amount in dispute exceeds the equivalent of US \$250,000, it shall be decided by three arbitrators, one to be selected by each party and the two party-appointed arbitrators to agree upon the third. The arbitrator(s) must have experience with and knowledge of the licensing of software, and have been admitted to the practice of law for at least ten years. Under no circumstances are the arbitrators authorized to make awards contrary to the damages exclusions, liability limitation, remedial and other provisions of this Agreement. Any court having jurisdiction shall be entitled to enforce the agreement of the parties to arbitrate their disputes and enter judgment on any arbitral award hereunder.

Section 15. Miscellaneous Provisions

15.1 Export Controls. Customer acknowledges that the Licensed Products are subject to export controls under United States laws and regulations, including the Export Administration Regulations, 15 C.F.R. Parts 730-774, and may be subject to other applicable laws and regulations in other jurisdictions relating to export, re-export, import, transfer or other disposition of software and other technology (collectively, "Export Control Laws"). From and after Licensor's delivery of the Licensed Products to Customer, Customer shall comply with any and all applicable Export Control Laws applicable to the Licensed Products.

15.2. Government Use. In the event that Customer is an agency of the United States Government or that a license granted hereunder is pursuant to a contract with either a defense or civilian agency of the United States Government, Customer acknowledges that the Software and Documentation, respectively, provided to Customer hereunder constitute commercial computer software and commercial computer software documentation developed at private expense and are subject to the terms and restrictions of this Agreement pursuant to FAR 27.405-3 and DFARS 227.7202. The contractor/manufacturer is Licensor, with an address set forth on the applicable Order Form.

15.3 Entire Agreement. This Agreement, including its Schedules and exhibits, together with all Order Forms, (i) collectively constitute the entire agreement between the parties, and (ii) supersede all prior agreements, understandings, proposals and communications, oral or written, relating to the subject matter of this Agreement. Any purchase order, requisition, work order, request for proposal or other document or record prepared, issued or provided by or on behalf of Customer relating to the subject matter of this Agreement is for administrative convenience only and will have no effect in supplementing, varying or superseding any provisions of this Agreement, regardless of any acknowledgement thereof by Licensor.

15.4 Precedence. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Order Form, schedule, exhibit or other attachment, the order of precedence shall be as follows: first, the body of this Agreement; then, any applicable schedules or exhibits to this Agreement; then, any Order Form; then any exhibits or other attachments to any Order Form. In the event of conflict between this Agreement and any Order Form, the body of this Agreement shall govern and control, except to the extent such Order Form makes clear that this Agreement is being amended by such Order Form.

15.5 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be, to the maximum extent permitted by applicable law, construed or limited, and/or deemed replaced by a revised provision, to the extent (and only to the extent) necessary to render it valid, legal and enforceable and, as nearly as possible, to reflect and achieve the parties' intentions in agreeing to the original provision. If it is not possible to so construe, limit or reform any such provision, then the invalid, illegal or unenforceable provision shall be severed from this Agreement. The remaining provisions of this Agreement shall be unaffected thereby and shall continue in full force and effect.

15.6 Amendment; Waiver. This Agreement may be modified or amended by a writing expressly identified as an amendment and signed by both parties. Unless otherwise provided in an amendment, Licensor reserves the right to modify, in its discretion, the terms in the body of this Agreement in connection with (i) the general release of future versions, updates, or upgrades of the Software; and/or (ii) the issuance of invoices for Services. Customer will be provided an opportunity to review and accept or reject any modified Agreement, but continued use of the Software will be subject to Customer's acceptance of such modified Agreement.

15.7 No Third Party Beneficiary. No third party is intended to be or shall be a third party beneficiary of any provision under this Agreement. Licensor and Customer shall be the only parties entitled to enforce the rights set out in this Agreement.

15.8 Assignment. Customer may not assign or transfer this Agreement or any rights or obligations hereunder, without the prior written consent of Licensor, except that, after reasonable prior notice thereof to Licensor, Customer may assign or transfer its rights and obligations under this Agreement to an Affiliate of Customer or to a successor to its business to which this Agreement relates.

15.9 Force Majeure. Except for payment obligations, neither party will be liable to the other for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, including, without limitation, fire, flood, earthquake or other natural catastrophes, acts of war, terrorism or civil disobedience, governmental acts, laws or regulations, embargoes, labor strikes or difficulties, failures of third party suppliers, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, hackers, transportation stoppages or slowdowns or the inability to procure parts or materials. Each party will use reasonable efforts to give written notice to the other promptly after becoming aware of any condition or event causing any such excusable performance failure or delay.

15.10 Insurance. During any period in which it is performing Services for Customer, Licensor will maintain (a) workers' compensation with such coverage amounts at least equal to that legally required in jurisdictions in which such Services are being performed, and (b) general liability insurance in commercially reasonable amounts covering

liability for bodily injury, death and property damage. Upon written request, Licensor shall promptly provide written confirmation of such insurance coverage.

15.11 Independent Contractor. Each party's relationship to the other is that of an independent contractor. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create a partnership, joint venture or employment or agency relationship between the parties or between Customer and any Licensor employee, agent or contractor. Neither party has any authority to bind, incur liability for or otherwise act on behalf of the other party, and neither party will represent or imply that it has any such authority.

15.12 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been received upon personal delivery, by facsimile (followed by delivery of a hard copy thereof within five (5) business days of such facsimile), by commercial overnight courier service, or five (5) business days after mailing by certified or registered mail to the address for such party provided in the Order Form.

15.13 Electronic Documents. Any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability solely for that reason and shall meet any requirement to provide an original or print copy.

Schedule A -This Schedule applies in the event the laws of England & Wales are the Governing Law of this Agreement.

1. Section 10.5(a) (Disclaimers) is replaced in its entirety with the following: "The warranties, terms and conditions stated in this Agreement are in lieu of all other conditions, warranties or other terms concerning the supply or purported supply of, failure to supply or delay in supplying the Licensed Products or any Support or Services which, but for this Section 10.5, might have effect between Licensor and Customer or would otherwise be implied into or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded (including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or as to the use of reasonable skill and care). Licensor does not warrant that the Licensed Products will be suitable for Customer's requirements nor that any use will be uninterrupted or error free."
2. Section 12.3 is replaced in its entirety with the following:

"Section 12.3. (i) Nothing in this Agreement shall exclude or limit Licensor's liability for (1) fraud (2) death or personal injury caused by its negligence (including negligence as defined in section 1 of the Unfair Contract Terms Act 1977), (3) any breach of the obligation implied by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982 or (4) any other liability which cannot be excluded or limited by applicable law.

(ii) Save as provided in Section 12.3(a)(i), Licensor shall have no liability for:

 - (1) loss of income or revenue;
 - (2) loss of use of money;
 - (3) loss of actual or anticipated profits;
 - (4) loss of anticipated savings;
 - (5) loss of opportunity;
 - (6) loss of goodwill or reputation;
 - (7) loss of, damage to or corruption of data; or
 - (8) any indirect or consequential loss or damage of any kind, In each case howsoever arising, whether such damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise."
3. Section 12.4 is replaced in its entirety with the following: "Save as provided in Section 12.3(a)(i), the maximum aggregate liability of Licensor under or in connection with this Agreement or any collateral contract, whether arising in contract, tort (including negligence) or otherwise, shall in no circumstances exceed a sum equal to 100% of the license fee and the fees for any services payable by the Customer under this Agreement. This Section 12.4 shall not apply to the indemnities in Section 11."

The first sentence of Section 15.7 (No Third Party Beneficiary) is replaced in its entirety with the following: “The Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement.”

To Section 15.3 (Entire Agreement), the following sentences are added: “Each party agrees and undertakes to the other party that the only rights and remedies available to it arising under or in connection with this Agreement or its subject matter shall be for breach of contract as provided in these terms and conditions. Nothing in this clause shall limit or exclude any liability for fraud or the tort of deceit.”

Schedule A - TeamMate® Global License, Support and Services Agreement 6-3-15

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Schedule B – This Schedule applies in the event the laws of New South Wales, Australia, are the Governing Law of this Agreement

To Section 2.1 (License) the following sentence is added: “All powers (if any) conferred on Customer by section 26 of the Trade Marks Act 1995 (Cth) are expressly excluded.”

The second sentence of Section 2.4 is revised to read in its entirety: “Except as expressly permitted by this Agreement, and except as to the extent that applicable laws (including the Copyright Act 1968 (Cth)) prevent the Licensor from restraining the Customer from doing so, Customer shall not (and shall not allow any third party to) otherwise copy, or modify, decompile, disassemble or otherwise reverse engineer the Software.”

To Section 12, the following provision is added as Section 12.6: “CERTAIN LEGISLATION, INCLUDING THE *TRADE PRACTICE ACT 1974* (CTH), MAY IMPLY WARRANTIES OR CONDITIONS OR IMPOSE OBLIGATIONS UPON LICENSOR WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED OR CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT. THIS AGREEMENT MUST BE READ SUBJECT TO THESE STATUTORY PROVISIONS. IF THESE STATUTORY PROVISIONS APPLY, TO THE EXTENT TO WHICH LICENSOR IS ENTITLED TO DO SO, LICENSOR LIMITS ITS LIABILITY IN RESPECT OF ANY CLAIM UNDER THOSE PROVISIONS TO: (i) IN THE CASE OF GOODS, AT LICENSOR'S OPTION: (a) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (b) THE REPAIR OF THE GOODS; (c) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; (d) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND (ii) IN THE CASE OF SERVICES, AT LICENSOR'S OPTION: (a) THE SUPPLYING OF THE SERVICES AGAIN; OR (b) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.”

Sections 10.2, 10.3, 10.5, 12. 1, 12.2, 12.3, 12.4 and 12.5 shall be subject to the foregoing (Section 12.6).

Attachment: ILA w SAO for TeamMate Licenses (3861 : ILA with SAO for TeamMate License)

Hosting Addendum – This Hosting Addendum applies in the event Customer is obtaining Hosting Services.

THIS HOSTING ADDENDUM TO THE GLOBAL LICENSE, SUPPORT AND SERVICES AGREEMENT (THE “ADDENDUM”) SETS FORTH ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO LICENSOR’S PROVISION OF THE HOSTING SERVICES (AS DEFINED BELOW) FOR THE SOFTWARE LICENSED BY CUSTOMER UNDER THE GLOBAL LICENSE, SUPPORT AND SERVICES AGREEMENT (THE “GLSSA”). THIS ADDENDUM IS HEREBY INCORPORATED BY REFERENCE INTO THE GLSSA, WHICH SHALL GOVERN LICENSOR’S PROVISION OF THE HOSTING SERVICES (INCLUDING BUT NOT LIMITED TO ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY) EXCEPT AS EXPLICITLY SET FORTH HEREIN. IN THE CASE OF ANY CONFLICT BETWEEN THIS ADDENDUM AND THE GLSSA, THE TERMS OF THIS ADDENDUM SHALL TAKE PRECEDENCE WITH REGARDS TO THE HOSTING SERVICES. ANY CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE GLSSA

Section 1. Hosting Services

1.1 General. During the Hosting Term (as defined below), Licensor shall use commercially reasonable efforts to host the Hosted Software and provide access to the same via the Internet (the “Hosting Services”). The Hosting Services shall be considered “Services” as such term is defined in the GLSSA. “Hosted Software” means the Software that is hosted by Licensor and made available to Customer via the Internet. If Customer selects “Full Hosting” on an Order Form, the Hosted Software shall include all components of the Software. If Customer selects “Lite Hosting,” then the Hosted Software shall consist only of the server portion of the Software, and Customer shall host the client portion of the Software.

1.2 Updates. During the Hosting Term, Licensor shall be responsible for installing Updates to the Hosted Software in a timely manner. Therefore, the requirements for Customer to install or have installed Updates set forth in Sections 8.3, 8.4, 10.4, and 11.1(b) shall not apply to the Hosted Software during the Hosting Term. If Customer has selected “Lite Hosting,” then Customer shall continue to be responsible for installing Updates to any client portion of the Software.

1.3 Requirements. Licensor shall make the Hosted Software accessible to Customer’s computers with Internet access. Unless set forth otherwise in a written agreement between Licensor and Customer, Customer shall provide, at Customer’s own expense, all necessary hardware, software applications and Internet connectivity, as referenced in any Documentation or an Order Form, necessary to access and use the Hosted Software. This includes, but is not limited to, Microsoft Office or other similar types of software. Furthermore, Customer shall maintain Support at all times during the Hosting Term.

1.4 Maintenance. Licensor reserves the right to perform scheduled and unscheduled maintenance on the Hosted Software from time to time. Licensor will use commercially reasonable efforts to give notice of scheduled downtimes to Customer prior to such downtimes.

1.5 Third Parties. Licensor may host the Hosted Software on its own servers or may use a third party to host the Hosted Software.

Section 2. Data

Customer shall be solely responsible for each User that accesses the Hosted Software, and for all data created by use of or access to the Hosted Software or stored in the Hosted Software (the “Data”). Customer grants, and will grant as such comes into existence, to Licensor a non-exclusive, non-transferable, royalty-free, worldwide license to access, copy, modify, create derivative works from, and otherwise use the Data for the purposes of administering the Hosted Software, Customer’s access to the Hosted Software, and as otherwise required for performing Licensor’s obligations under this Addendum. Customer shall defend, indemnify and hold Licensor and its Affiliates harmless from any claim, action, suit, damage, judgment or cost, including attorney’s fees, based upon or arising out of the custody, possession, storage, transmission or management of Data, including without limitation claims predicated on any law or regulation concerning protection of personal data or rights in data collections. Neither Licensor nor its Affiliates will be responsible for any loss of or damage to the Data.

Section 3. Order, Commencement, and Payment

3.1 Order and Commencement. Customer may order Hosting Services either on Customer's signed Order Form for the Software, or by submitting a separate signed Order Form at a later date requesting Hosting Services. Such Order Form shall not be effective until accepted by Licensor.

Hosting Addendum – TeamMate® Global License, Support and Services Agreement 6-3-15

Page 1

3.2 Invoicing and Payment. Invoicing and payment terms for the Hosting Services shall be as set forth generally in the GLSSA and in the Order Form.

Section 4. Term and Termination

4.1 Hosting Term. The Hosting Term will commence on the date set forth on an Order Form for Hosting Services accepted by Licensor, and continue for an initial period of one (1) year. Thereafter, this Addendum shall automatically renew for consecutive one-year terms unless either party provides the other party with written notice of its desire not to renew this Addendum at least ninety (90) days before the end of the then-current Hosting Term.

4.2 Termination. Licensor may terminate this Addendum (i) for Customer's breach of this Addendum or the GLSSA, provided that Licensor shall first provide Customer with written notice and thirty (30) days to cure such breach, or (ii) for convenience upon one hundred eighty (180) days written notice. In addition, this Addendum shall terminate immediately upon the termination of Support or termination of the GLSSA.

4.3 Effect of Termination. Upon any termination of this Addendum, Licensor may immediately discontinue the Hosting Services and Customer shall immediately cease accessing the Hosted Software. Provided that Customer has paid all fees due under this Addendum and the GLSSA, Licensor shall return the Data to Customer and, unless Customer is in material breach of the GLSSA or the GLSSA has been terminated, provide a copy of the then most recent version of the Software to Customer. Sections 2 and 5 of this Addendum shall survive termination of this Addendum.

4.4 Suspension or Termination of Service. Notwithstanding any other provision of this Addendum, Licensor may immediately and indefinitely suspend Customer's access to and use of the Hosted Software or terminate this Addendum in the event Customer is determined by Licensor, in Licensor's sole judgment, to have or attempted to have damaged, harmed or misused Licensor or the web site or systems of Licensor or its Affiliates, or as otherwise necessary to protect Licensor's or its Affiliate's or contractor's systems or software. Licensor will not be responsible for any damages incurred by Customer as a result of termination or suspension of access or use of the Hosted Software.

Disclaimer of Warranty

EXCEPT AS SET FORTH IN SECTION 1.1, THE HOSTING SERVICES PROVIDED UNDER THIS ADDENDUM ARE PROVIDED "AS IS" WITH NO GUARANTEE OF COMPLETENESS, ACCURACY, TIMELINESS OR AVAILABILITY. LICENSOR SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE HOSTING SERVICES WILL BE ERROR-FREE, AND FURTHER DOES NOT WARRANT THAT THE HOSTING SERVICES WILL ALWAYS BE ACCESSIBLE, UNINTERRUPTED, OR AVAILABLE FROM THE INTERNET.



CONTRACT ADMIN

 NOV 03 2016

RECEIVED

WKFS Use Only:
 Customer # 100067785 Vendor # _____
 City, State Austin, TX
 Prepared by: Jennifer Esterheld
 Prior 2009 Customer: Y N
 Tax Exempt: Y N
 PO Required: Y N If yes, PO must accompany signed Order Form

TeamMate® Order Form

This TeamMate® Order Form ("Order Form") is identified as an (check one):

- Initial Order (the first order) OR Additional Order (an Initial Order exists) If this is an Additional Order, Customer's current Number of Users:
 AM 966 CM AM Hosting CM Hosting TMA

1. CUSTOMER INFORMATION FOR SHIPPING AND BILLING.

Sold To: _____ Billing: (if different from Sold To) _____
 Customer: Texas State Auditors
 Att: George Gaydos
 Address: 1501 N Congress Ave, Robert E Johnson Bldg 4-224
 City, State, Zip: Austin, TX 78701
 Phone Number: _____
 Fax Number: _____
 Email Address: george.gaydos@sao.texas.gov

2. TEAMMATE - SELECTIONS AND FEES. Customer is licensing TeamMate with the following selections and corresponding fees. (Select all that apply)

Selection(s)	Number of Users	Initial Fee
<input checked="" type="checkbox"/> TeamMate AM - Audit Management	20	\$22,500.00
<input type="checkbox"/> TeamMate CM - Controls Management		
<input type="checkbox"/> TeamCloud - AM Hosting*		
<input type="checkbox"/> TeamCloud - CM Hosting*		

Agreement Terms: The TeamMate Software, Support and related Services are provided under the TeamMate® Global License, Support and Services Agreement, incorporated herein by reference and located at <http://www.teammatesolutions.com/teammate/glssa/en/glssa-en-wkfs.pdf>, except to the extent there already exists a written agreement between Customer and Licensor covering such Software, Support and related Services, in which case the Software, Support and related Services are provided under such existing written agreement (as applicable, the "Agreement").
Support: The Perpetual License Support for TeamMate AM/CM is provided at no additional charge to Customer during the initial twelve (12) month period following the Effective Date. The Support Fee for each license is presently set at twenty percent (20%) of the then-current License Fee. The License Fee and Support Fee for future periods are subject to change by Licensor without notice to Customer.
***Hosting Storage:** Hosting includes one gigabyte (1GB) of production storage per User. Additional gigabytes may be subject to additional fees.

Selection(s)	Number of Users	Initial Fee
<input type="checkbox"/> TeamMate Analytics		

Agreement Terms: The TeamMate Analytics Software, Support and related Services are provided for under the TeamMate Analytics License, Support and Services Agreement, incorporated herein by reference and locate at <http://www.teammatesolutions.com/teammate/TMA-glssa/en/TMA-glssa-en-wkfs.pdf> (the "TeamMate Analytics Agreement").
Support: The Perpetual License Support for TeamMate Analytics is provided at no additional charge to Customer during the initial twelve (12) month period following the Effective Date. The Support Fee for each TeamMate Analytics license is set at twenty percent (20%) of a single user license. The License Fee and Support Fee for future periods are subject to change by Licensor without notice to Customer.

Ancillary Service(s) Selections	Number of Days/Reports (as applicable)	Fees/Day or Fees/Report	Extended Price (Fees & Expenses)
<input type="checkbox"/> Implementation Consulting <input type="checkbox"/> TeamEWP* <input type="checkbox"/> TeamRisk <input type="checkbox"/> TeamSchedule <input type="checkbox"/> TeamTEC <input type="checkbox"/> TeamCentral <input type="checkbox"/> TeamMate CM* *Mandatory Two Days	Days	\$3,000.00 Per Day	
<input type="checkbox"/> Training* <input type="checkbox"/> TeamEWP <input type="checkbox"/> TeamRisk <input type="checkbox"/> TeamSchedule <input type="checkbox"/> Team TEC <input type="checkbox"/> TeamCentral <input type="checkbox"/> TeamMate CM *Training is limited to 20 attendees and all training is onsite at Customer's location.	Days	\$3,000.00 Per Day	
<input type="checkbox"/> IT Services – Onsite Installation/ Data Migration	Days	\$2,500.00 Per Day	
<input type="checkbox"/> IT Services – Remote Installation/ Data Migration	Days	\$1,875.00 Per Day	
<input type="checkbox"/> IT Services – Hosting Set-Up	Days	\$1,875.00 One Time Set Up Fee	
<input type="checkbox"/> Custom Reports <input type="checkbox"/> Custom Suite Report. <input type="checkbox"/> TeamEWP Report Training (includes free report) *Custom Reports include complimentary upgrade services for 18 months from Date of Order.	Reports	Per Report	
<input type="checkbox"/> Miscellaneous Services			
Description:			
<input type="checkbox"/> Project Management Services:			
<input type="checkbox"/> New Customer (1 to 30 Users) -Twenty percent (20%) of License Fees <input type="checkbox"/> New Customer (31 to 100 Users) - Fifteen percent (15%) of License Fees <input type="checkbox"/> New Customer (over 100 Users) - Ten percent (10%) of License Fees <input type="checkbox"/> Migration/Upgrade for existing Customer – Twenty percent (20%) of Total Service Fees			
<input type="checkbox"/> Champion Services			
<input type="checkbox"/> 30 Hours - \$7,500 <input type="checkbox"/> 50 Hours - \$11,250 <input type="checkbox"/> 100 Hours - \$20,000 <input type="checkbox"/> Custom			
Expenses			
<input type="checkbox"/> Billed as incurred or <input type="checkbox"/> Included in the fees above at /Day or <input type="checkbox"/> Other - Comments:			
Total Fees			\$22,500.00
Cancellation Notice: There is a twenty-five percent (25%) per day cancellation fee for cancellation of any Services by Customer within three (3) weeks of the scheduled date for such Services. In addition, in the event Customer prepays for any Services and then chooses not to receive such Services within one (1) year of such payment, the amounts paid for such Services hereunder shall be deemed forfeited.			

Attachment: ILA w SAO for TeamMate Licenses (3861 : ILA with SAO for TeamMate License)

3. **EXECUTION OF ORDER FORM.** By executing this Order Form, Customer is hereby agreeing to be bound the terms of the Agreement or the TeamMate Analytics Agreement as applicable. This Order Form may contain additional terms and conditions which are not consistent with the terms of the Agreement or the TeamMate Analytics Agreement and which are agreed to by the parties herein ("Additional Terms"). Acceptance of the Agreement or the TeamMate Analytics Agreement will not be deemed to amend or supersede any such Additional Terms, which shall be deemed to be incorporated into the Agreement or the TeamMate

Analytics Agreement by the parties. Any defined terms not defined in the Order Form, shall be as defined in the Agreement or the TeamMate Analytics Agreement.

- 4. **ADDITIONAL BUSINESS TERMS (IF ANY).**
- 5. **SPECIAL BILLING INSTRUCTIONS (IF ANY).** (If electronic invoicing is required please provide the name of the client system and any further instructions):
- 6. **SIGNATURES.** Customer and WKFS are required to sign this Order Form.

WOLTERS KLUWER FINANCIAL SERVICES, INC.

Faye Mrozek
 Authorized Representative
FAYE MROZEK
SR. MANAGER, CUSTOMER SUPPORT
 Effective Date (date signed by WKFS) 11-3-16

CUSTOMER
TEXAS STATE AUDITORS

Jon Knipp
 Authorized Representative
Jon Knipp IT Manager
 Print Name and Title
11/11/2016
 Date Signed

Attachment: ILA w SAO for TeamMate Licenses (3861 : ILA with SAO for TeamMate License)

Capital Metropolitan Transportation Authority
Board of Directors

MEETING DATE: 07/31/2017

(ID # 3862)

Annual Review for the President/CEO

Approval of a resolution confirming the evaluation rating for the third year of the President/CEO's Employment Agreement as Amended and Restated of January 1, 2014 and approving the amount of the annual performance award of ____ percent increase in base pay and a ____ percent performance bonus. The increases are awarded retroactively to the annual Employment Agreement date of July 26, 2016.

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 7/31/2017
(ID # AI-2017-393)
President/ CEO Performance Review**

SUBJECT:

Approval of a resolution confirming the evaluation rating for the third year of the President/CEO's Employment Agreement as Amended and Restated of January 1, 2014 and approving the amount of the annual performance award of ____ percent increase in base pay and a ____ percent performance bonus. The increases are awarded retroactively to the annual Employment Agreement date of July 26, 2016.

FISCAL IMPACT:

Funding for this action is available in the FY2017 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

4. Continue to improve organizational practices and develop staff

Strategic Objectives:

4.2 Enhance organizational development

EXPLANATION OF STRATEGIC ALIGNMENT:

Annual Board evaluation and specific action on the President/CEO's performance increases improves organizational development by linking compensation to the accomplishment of Capital Metro's strategic plan.

BUSINESS CASE:

An annual evaluation by the Capital Metro Board of Directors and specific determination of performance score on the President/CEO's performance increases accountability by linking compensation to the accomplishment of Capital Metro's strategic plan.

COMMITTEE RECOMMENDATION:

This agenda item will be presented to the full board on July 31, 2017.

EXECUTIVE SUMMARY:

Capital Metro's Employment Contract with Linda S. Watson states that at least annually, the Board of Directors shall review her performance during the contract year. In addition, the Board of Directors adopted the President/CEO Total Compensation Policy on June 20, 2010 that established the process for linking President/CEO pay to performance.

Linda Watson's performance goals and objectives are directly linked to Capital Metro's Strategic Plan. The board's evaluation of performance for the sixth year of employment under her contract has resulted in a performance rating of ____.



DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Human Resources



**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

**RESOLUTION (ID # AI-2017-393)
Annual Review for President CEO**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors entered into an Amended and Restated Employment Agreement with Linda S. Watson effective January 1, 2014; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors has evaluated Linda S. Watson's performance in accordance with her contract and the President/CEO Total Compensation Policy.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the evaluation rating for the third year of the President/CEO's Employment Agreement as Amended and Restated of January 1, 2014 and approving the amount of the annual performance award of __ percent increase in base pay and a __ percent performance bonus. The increases are awarded retroactively to the annual Employment Agreement date of July 26, 2016.

**Secretary of the Board
Juli Word**

Date: _____

Attachment: Resolution-AI-2017-393 (3862 : Annual Review for the President/CEO)

**Capital Metropolitan Transportation Authority
Board of Directors**

MEETING DATE: 07/31/2017

(ID # 3864)

Proposed FY2018 Budget

TITLE: Proposed FY2018 Budget

Proposed Operating and Capital Budget
Fiscal Year 2018
Five-Year Capital Improvement Plan
Fiscal Years 2018 to 2022
July 31, 2017

Discussion Outline

- Budget Development Calendar
- Budget Overview
- Operating Budget Highlights
- Capital Budget/Capital Improvement Plan

Budget Development Calendar

- Mar 9 Budget kick-off meeting with departments
- April 28 Budget requests received from departments
- May 12 Board Committee reviews proposed budget calendar
- June 14 Initial review/discussion at joint Board Committee meeting
 - Major operating budget assumptions
 - Service priorities and funding
 - Capital improvement program update
- July 11 Budget proposal presented to Board at work session
- July 19 Budget proposal presented to Finance, Audit and Administration Committee
- July 31 Budget proposal presented to Board of Directors



Budget Development Calendar

- August Board's advisory committees review and public meetings
 - August 2 – Access Advisory Committee
 - August 7 – Proposed budget document is published online
 - August 9 – Customer Satisfaction Committee
 - August 14 – Report public feedback to Board Committees
 - August 28 – Public comments at August Board meeting
- September Public meetings across Capital Metro's service area
 - September Meetings: Open Houses with Community Involvement
 - Webinar
- September Report public feedback to Board Committees
Board conducts public hearing on September 14
 - Notice of public hearing to be published 14 days before hearing
- September Board considers adoption of Proposed Budget and Five-Year Capital Improvement Plan on September 29

FY 2018 Proposed Budget Highlights

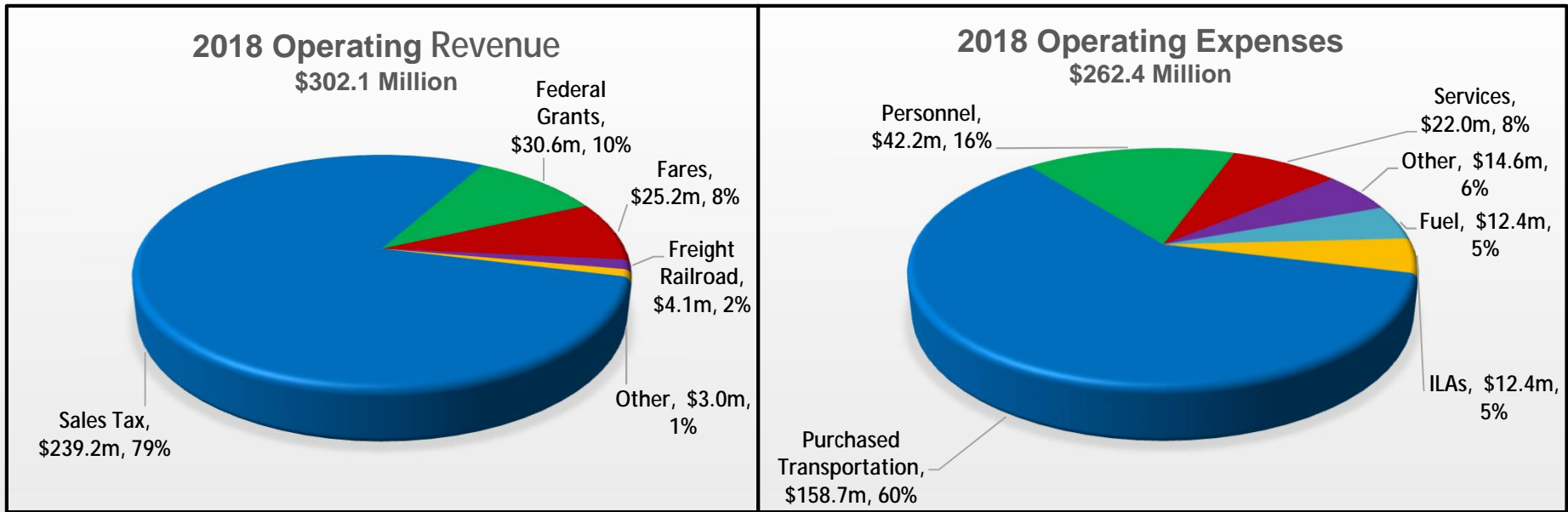
- Proposed budget is structurally sound and balanced
 - Ongoing revenue is sufficient to fund operations, service debt and to provide funds for capital needs
 - Proposed budget continues to reflect significant capital investment
- Sales Tax Growth trend is slowing down to more moderate growth
 - 2018 budgeted growth of 3.5%
- Meets operating reserve requirements
- Overall decrease in expense spending of \$1.7 million from FY 2017 Budget to FY 2018 Budget
- Lower Diesel costs funds service expansions

FY 2018 Proposed Budget Highlights

Fiscal Year 2018 Planned Projects:

- Westgate Park & Ride – Beginning construction on new facility
- Connections 2025 – More frequent, reliable and connected transit system
- MetroRail – Increasing capacity and frequency with added improvements
- MetroRapid – Increasing frequency and extending hours on both routes
- Downtown Station – Finalizing design plans for construction
- MetroExpress – Bringing service to MoPac’s managed lanes
- Plaza Saltillo Station – Continuing construction on the transit-supportive development
- State of Good Repair Program – Continuing replacement of vehicles, equipment and other assets as part of our on-going program
- Bus Priority Treatments in City Right of Way – Continuing coordination with the City of Austin

FY 2018 Operating Budget Summary



- Heavily dependent on sales tax revenue and federal grants for annual funding
- Sales tax can be volatile and fluctuate significantly depending on economy

- Majority of budget pays for transit services delivered by contractors
- Spending depends on hours of service and contractor rates
- Includes funding for mobility programs, majority for City of Austin

Operating Cost Drivers

- Reflects purchased transportation contractor pricing under approved agreements
- Bus & Rail Purchased transportation costs include increased service levels and Connections 2025
- Continued growth in paratransit and van pool demand
- Fuel prices to remain stable over next fiscal year with hedging in place
 - Estimate of \$2.00 per gallon, net of hedging activities
 - Previously budgeted at \$3.20 per gallon
- 3% annualized average pay increase for employees
 - Performance based program
 - Budget represents average cost across the agency
- Proposed staffing changes – Net increase of 3 new Full-Time Equivalents

Operating Expense Comparison

\$' Million Expense Category	FY 2016 Actual	FY 2017 Budget	FY 2017 Forecast	FY 2018 Budget	\$ Increase / (Decrease)
Salaries and Benefits	\$35.9	\$39.3	\$38.7	\$42.2	\$2.9
Professional Services	19.2	23.1	20.5	22.0	(1.1)
Materials and Supplies	3.3	1.7	1.4	1.4	(.3)
Fuel and Fluids	13.1	20.4	12.2	12.4	(7.9)
Utilities	2.7	3.1	2.9	3.2	.1
Purchased Transportation	145.0	152.8	147.9	158.7	6.0
Lease/Rentals	1.7	2.3	1.7	2.0	(.3)
Other Expenses	4.9	5.6	5.2	8.0	2.4
Interlocal Agreements	1.8	15.9	6.7	12.4	(3.5)
Total Expense	\$227.7	\$264.1	\$237.3	\$262.4	\$(1.7)

- Overall decrease of \$1.7 million from FY 2017 Budget to FY 2018 Budget
- Purchased transportation increases due to service additions along with higher contractor rates
- Lower diesel costs - FY 2018 rate of \$2.00 per gallon

Growth in FY 2018 Services

	Planned Implementation
MetroRapid 801 and 803 Weekday: 10-minute frequency during most of day Weekends: 15-minute frequency during most of day Extended hours: Thursday through Sunday (15 new buses)	August 2017
MoPac Express System – Modification to existing System (980s) and inclusion of new 980 Howard Express in preparation of new MoPac Express lanes (6 new buses)	Fall 2017
MetroRail “7-Car” – Service expansion for additional vehicles (4 new train cars)	January 2018
Connections 2025 – A series of route and schedule adjustments More frequent service and other enhancements	June 2018
RideShare (Projected growth of 20 van pools over the year)	Ongoing during 2018 267 van pools by end of year
MetroAccess (Paratransit) (Projected 3% ridership growth)	Ongoing during 2018 Growth in demand continues

Operating Revenue

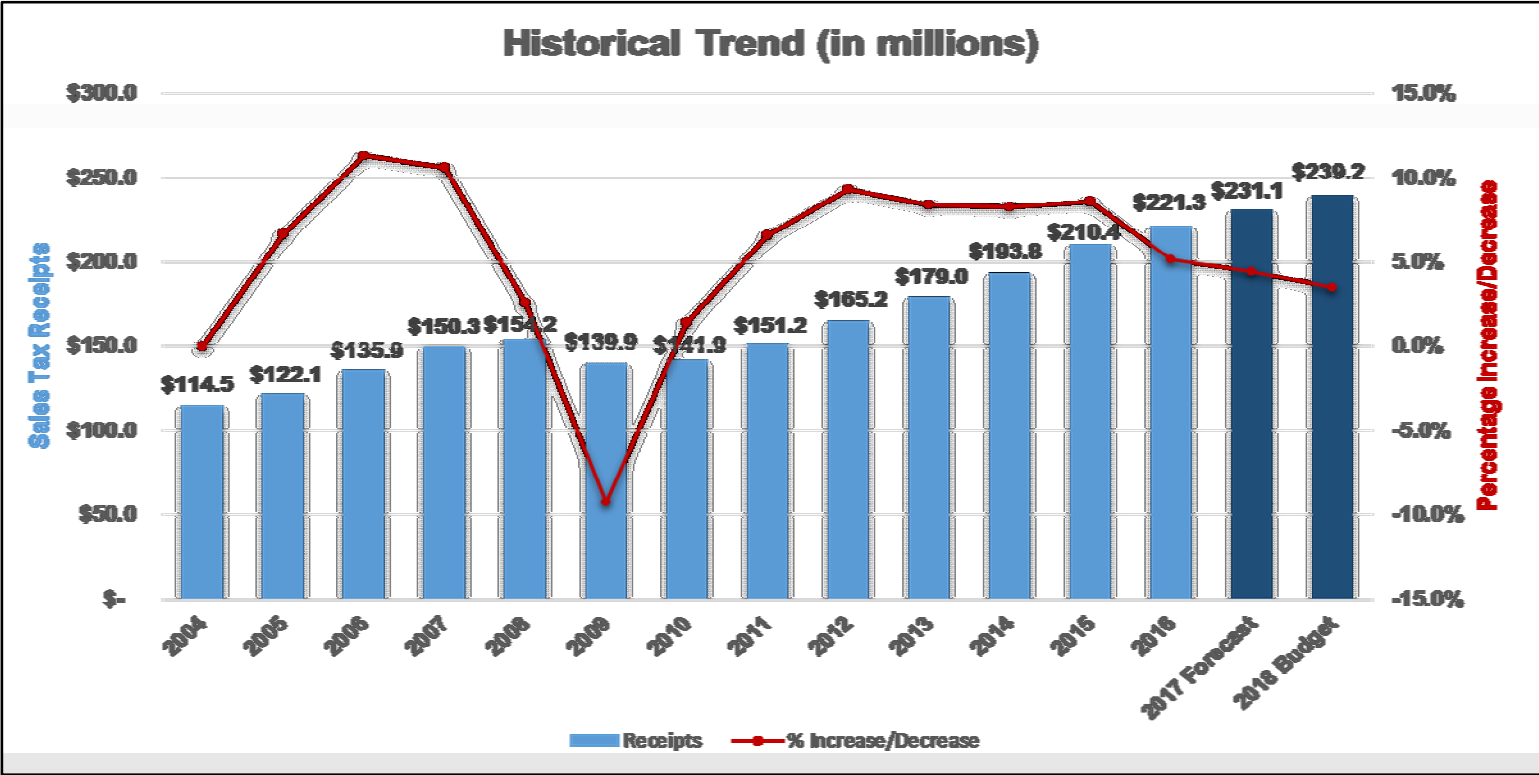
- Sales Tax Revenue
 - Growth trend is slowing down to more moderate growth
 - 2017 – on target to achieve budgeted projection of \$231 million at 4.4% growth
 - 2018 – budgeted growth of 3.5%
 - Budget risk if growth rate declines
- Fare Revenue
 - Most recent increase in 2015; No fare increase in 2018 due to decreasing ridership
- Federal Grants
 - Approximately \$28 million annually in Section 5307 funds
 - Primarily dedicated to capital cost of contracting
- Freight Railroad Section 45G Railroad Track Maintenance Tax Credit currently not in 2017 tax code

Revenue Comparison

\$' Million Revenue Category	FY 2016 Actual	FY 2017 Budget	FY 2017 Forecast	FY 2018 Budget	\$ Increase / (Decrease)
Sales Tax	\$221.3	\$231.1	\$231.1	\$239.2	\$8.1
Passenger Revenue	24.1	25.1	23.4	25.2	.1
Freight Railroad Revenue	4.8	4.3	4.2	4.1	(.3)
Miscellaneous Revenue	3.8	4.7	3.4	3.0	(1.7)
Operating Contributions and Grants	29.2	30.0	30.8	30.6	.6
Capital Grants	17.6	40.2	30.4	35.7	(4.5)
Other Capital Grants	-	1.2	-	2.8	1.6
Total Revenue	\$300.7	\$336.6	\$323.3	\$340.6	\$4.0

- Projected growth for sales tax in FY 2018 is 3.5%
- Section 45G Railroad Tax Credit removed from FY 2018 Budget
- FY 2018 Budget does not include Plaza Saltillo lease income

Sales Tax



- Projected growth for FY 2018 is 3.5% and is inline with the City of Austin Financial Forecast & Economic Outlook for Fiscal Years 2018 – 2022
- Represents an expectation of return to more moderate growth and a sustainable growth pattern

Capital Investment Highlights

- Ongoing bus replacement program
- New buses to support expanded service
- Positive train control
- Downtown station improvements
- Additional MetroRapid stations
- Westgate Transit Center Park & Ride
- New bus stops and bus stop amenity service standards
- Maintaining commuter rail infrastructure
 - Replacement of rails and ties

Proposed 5-Year Capital Plan

\$' Million Project Category	2018	2019	2020	2021	2022	Total
Bus and Paratransit	\$15.1	\$17.3	\$22.5	\$3.8	\$19.3	\$78.1
Commuter Rail	54.8	38.2	4.4	5.0	1.4	103.7
Facilities	51.8	32.8	12.5	4.3	6.2	107.7
Freight Railroad	3.9	.3	1.3	.3	.3	5.9
Information Technology	10.5	8.4	4.1	3.7	4.9	31.5
Other	10.9	-	.3	.1	.0	11.4
Property and Asset Mgmt	2.5	1.6	1.0	1.1	.5	6.7
Real Estate	2.0	-	-	-	-	2.0
Strategic Planning	5.2	7.2	9.6	7.9	3.6	33.5
Total Capital Projects	\$156.7	\$105.9	\$55.6	\$26.2	\$36.2	\$380.5
Funding						
Grants/Contributions	\$38.5	\$26.4	\$17.1	\$13.6	\$9.3	\$104.9
Local Funding	118.2	★ 79.5	38.5	12.6	26.8	275.6
Total Capital Projects	\$156.7	\$105.9	\$55.6	\$26.2	\$36.2	\$380.5

- 2018 include projects & funding carryforward from 2017 of \$57.5 million
- Comprehensive close-out of FY 2017 capital spending will be presented in October
- ★ 2019 funding will require financing or deferral of some projects to 2020

Fund Balance and Reserves

FY 2018 Estimated Ending Fund Balance:

Projected Beginning Balance	\$159,560,825
------------------------------------	----------------------

FY 2018 Projected Activity:

+ Revenue	340,576,346
- Operating Expenses	249,989,532
- Interlocal Agreements	12,402,876
- Rail Car Lease Principal Payment	2,917,311
- Bus Loan Principal Payment	2,020,000
- Capital Projects	156,663,828
= Projected Ending Balance	76,143,624

Breakdown of Ending Balance

Statutory Operating Reserve Requirement	41,665,000
Self-Insurance Reserve	1,108,000
City of Austin Mobility Programs	12,632,308
Budget Stabilization Reserve	11,000,000
Rail Car and Station Improvements	9,738,316
= Projected Ending Balance	\$76,143,624

Next Steps

- Review budget proposal with Board's advisory committees
- Publish draft budget document online
- Public meetings across Capital Metro's service area
- Public hearing on proposed budget
- Budget updates to Board's committees if revisions to budget proposal are needed before final adoption is scheduled on September 29

Challenges Beyond FY2018

- I-35 → Decision needed in the near future
 - Funding for \$18M Right of Way in 5year Capital Improvement Plan
 - CMTA cannot afford infrastructure costs ~\$200M
 - Project Connect in Phase II → 3 top corridors
- Projected Sales Tax growth beyond FY18 at 3%
 - Cost growth at existing service & staff levels of 2% - 3%
 - No funding for expanded service or capital enhancements
 - Need to fund new service or routes through consolidation or elimination of other routes
- Heavy cost burden for I-35 and Positive Train Control

Challenges Beyond FY2018

- Only ~\$40 million available annually for Capital 5 yr Forecast
 - Mostly State of Good Repair
 - Limited funds available for enhancements
- Most facilities currently at maximum capacity
 - Paratransit facility most urgent need
 - Requires Land plus ~\$52M total facility costs (Included in 5 year CIP \$6.8M)
 - Leander Rail facility required when additional cars are added ~\$84M
 - Administration facilities at maximum capacity
 - Lease (more expensive long term) or Build @ \$58M facility cost
- Additional Bus facilities needed in future for fleet growth
 - Requires Land plus ~\$163M facility costs
 - Decision needed in 2025

Unfunded Capital Projects

Project	\$ 'Million
MetroRapid Stations (801/803 Expansion & 804/820 New)	\$ 18.8
Leander Rail Facility	84.4
Administration Facility	57.5
Bus Facilities	162.8
Intelligent Transportation Systems replacement cycles	10.0
Rail Bridge Replacements	5.0
Dynamic Message Signs for Fixed Route & Rail	1.4
Mobility Hub - Riverside	5.0
Mobility Hub Regional - Hancock Center	5.0
Mobility Hub Regional - Community	9.0
Non-Revenue Vehicles	2.7
Rail Steel tie replacements	3.7
Downtown Circulator	1.2
Total Expense	\$ 366.5

Questions/Discussion

**Capital Metropolitan Transportation Authority
Board of Directors**

MEETING DATE: 07/31/2017

(ID # 3868)

Sustainability Update

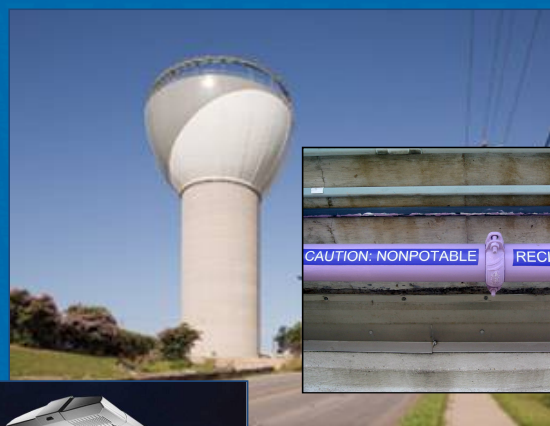
TITLE: Sustainability Update

Sustainability Update: July 2017

Planning to Conserve



Materials, Energy, Water



1

capmetro.org |



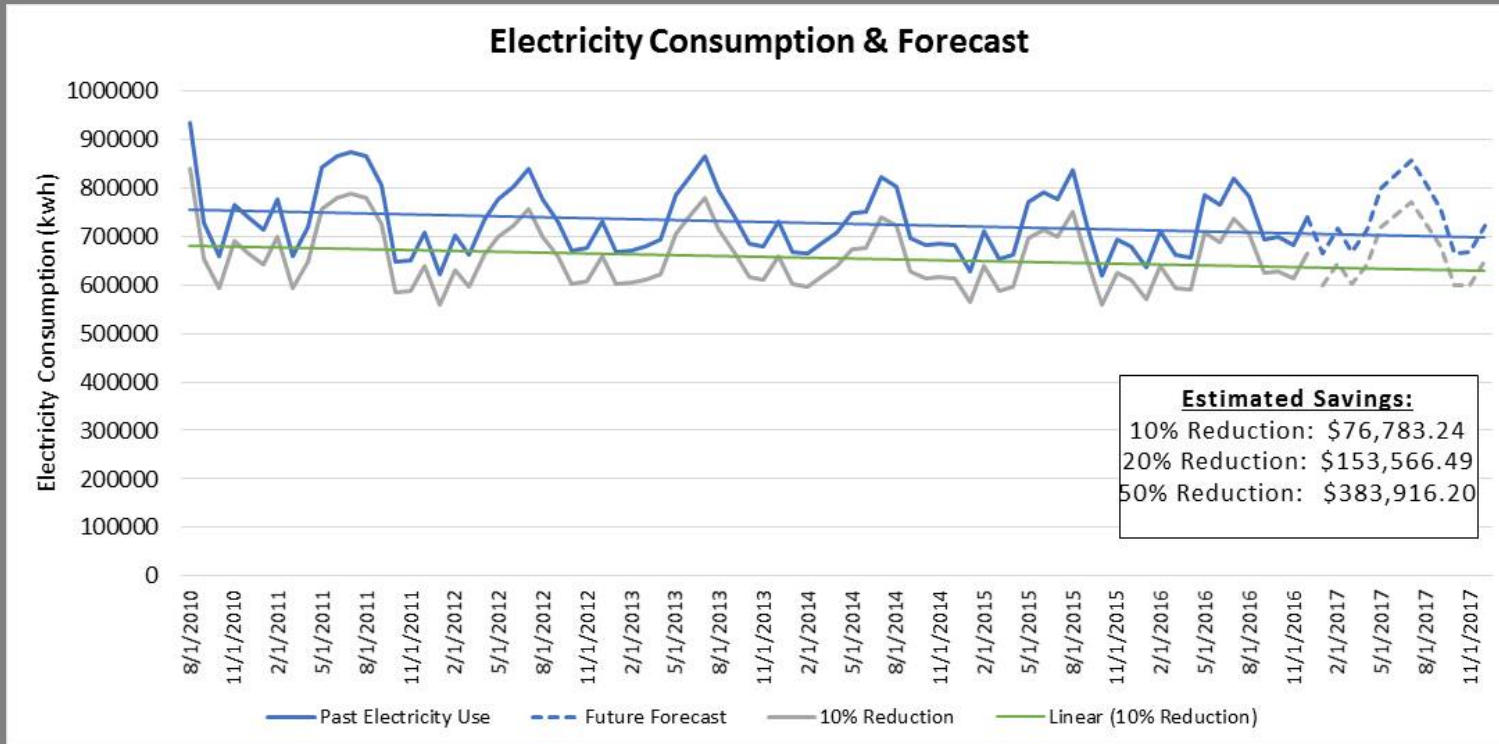
Attachment: Sustainability Update_July_2017 (3868 : Sustainability Update)

Natural Resource Management at Facilities

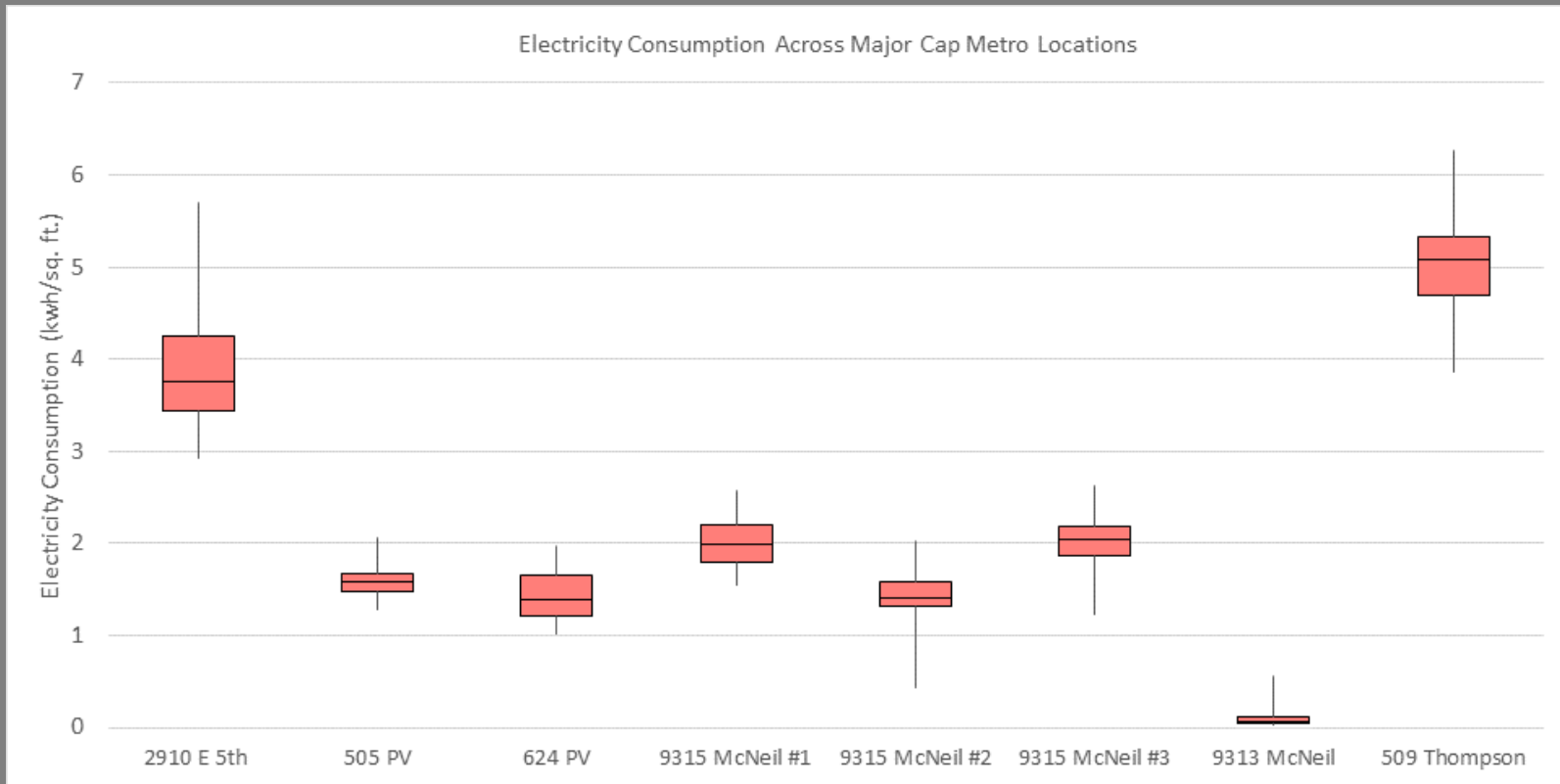
- Collecting utility usage data
- Trends and projections
- Utility cost and ROI projections
- Setting goals
- Integrating into policies
- Strategies and tactics



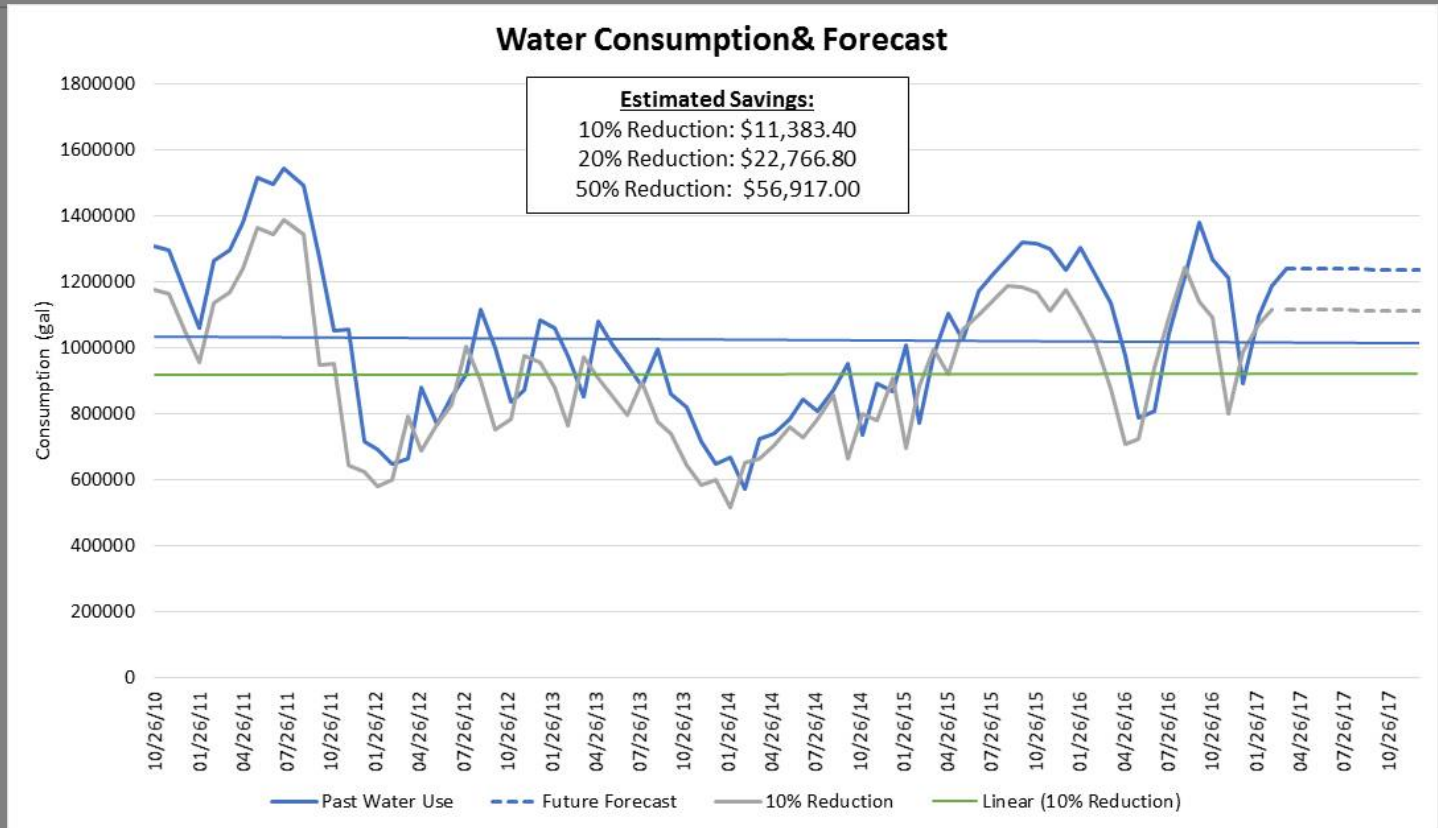
Electricity Use (2010-2016)



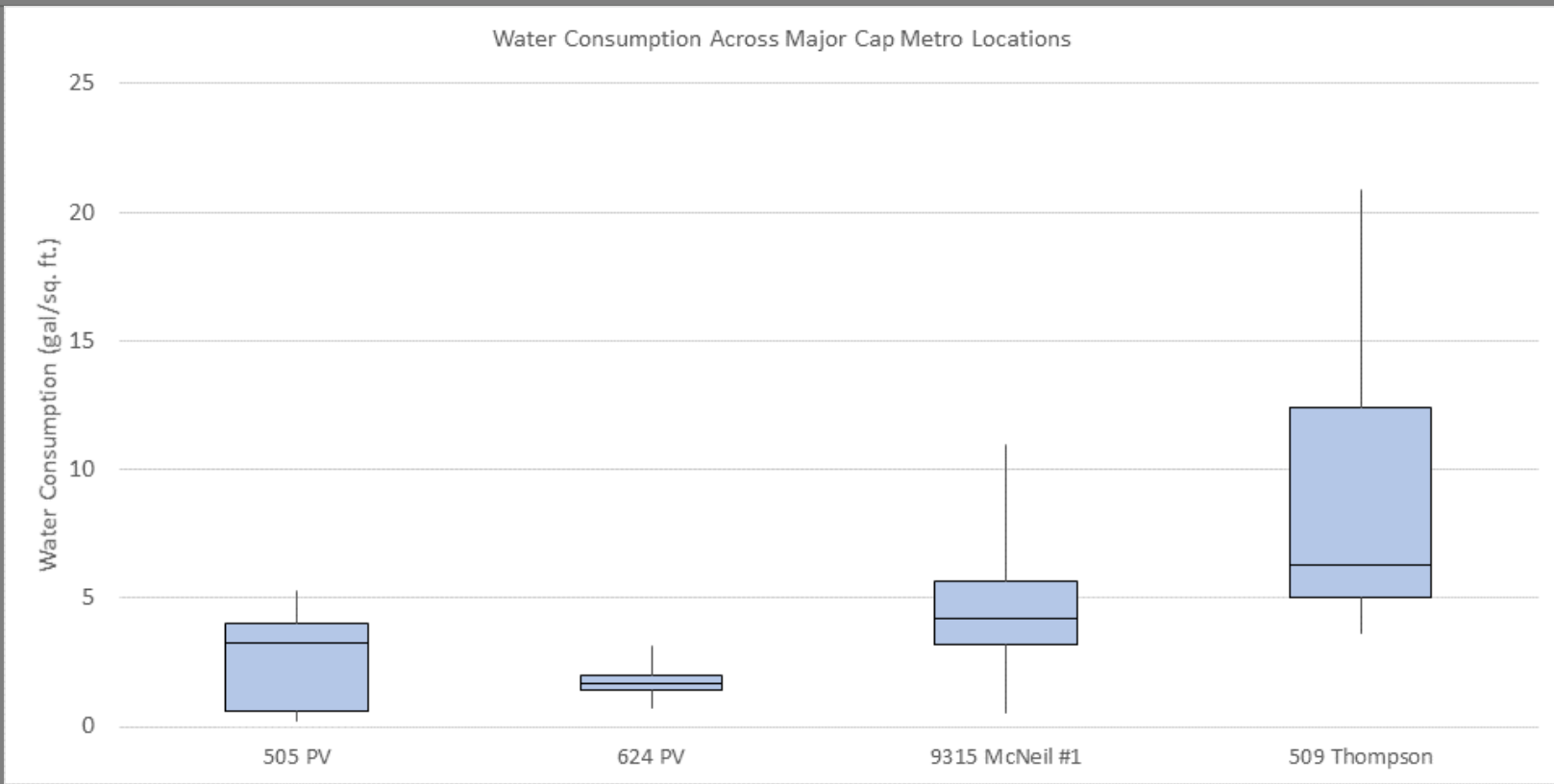
Electricity Use by Facility



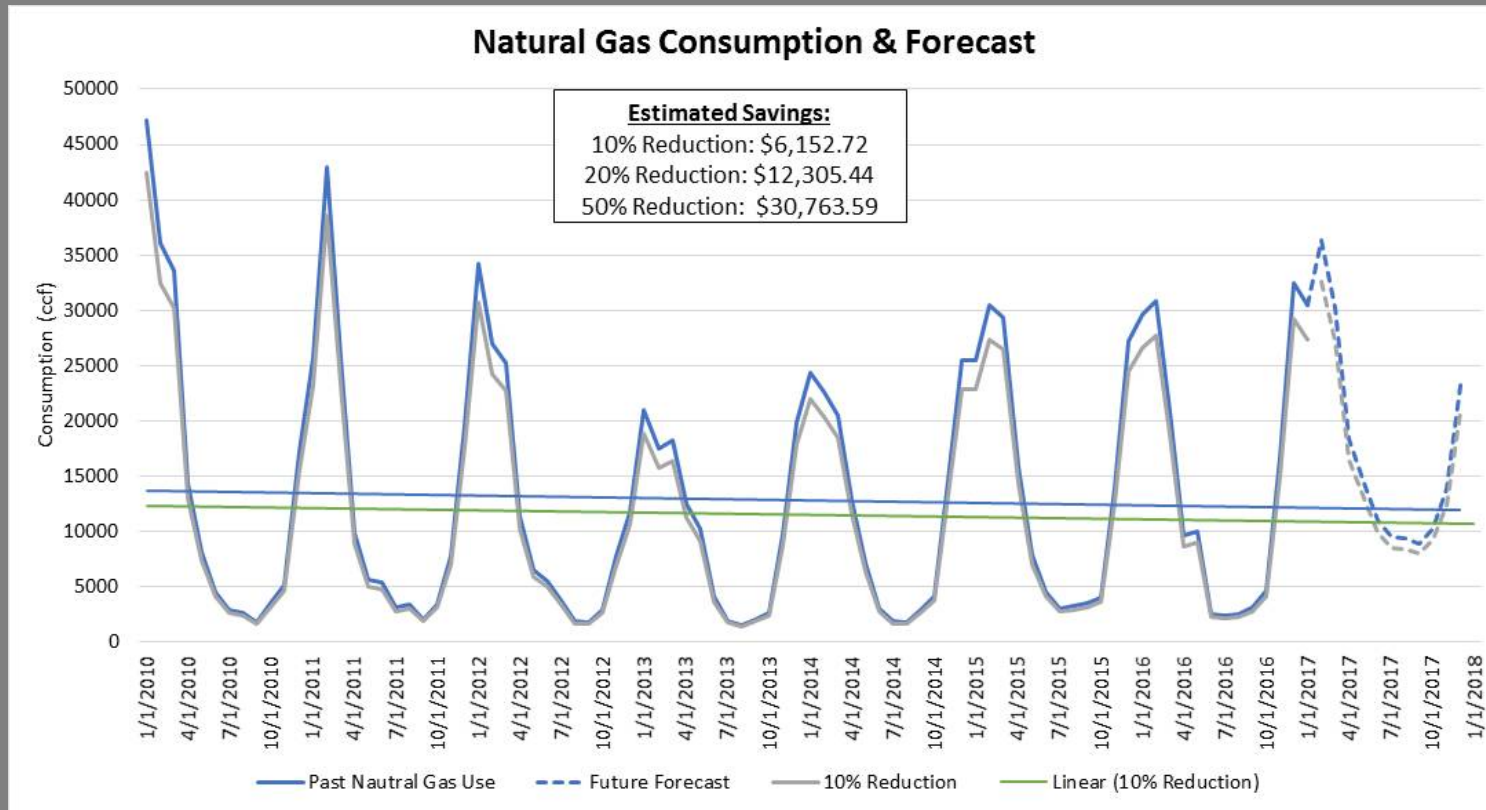
Water Use (2010-2016)



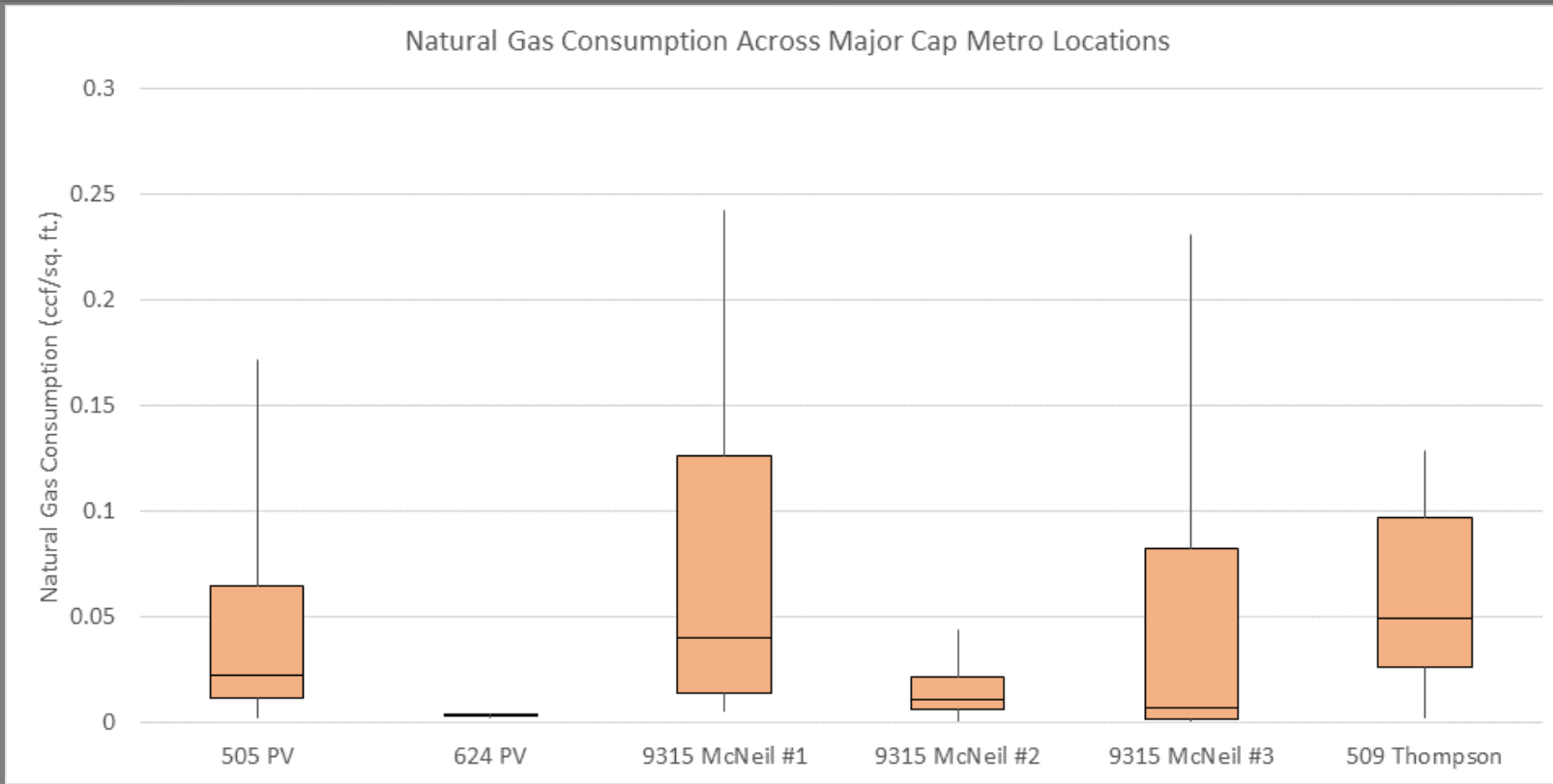
Water Use by Facility



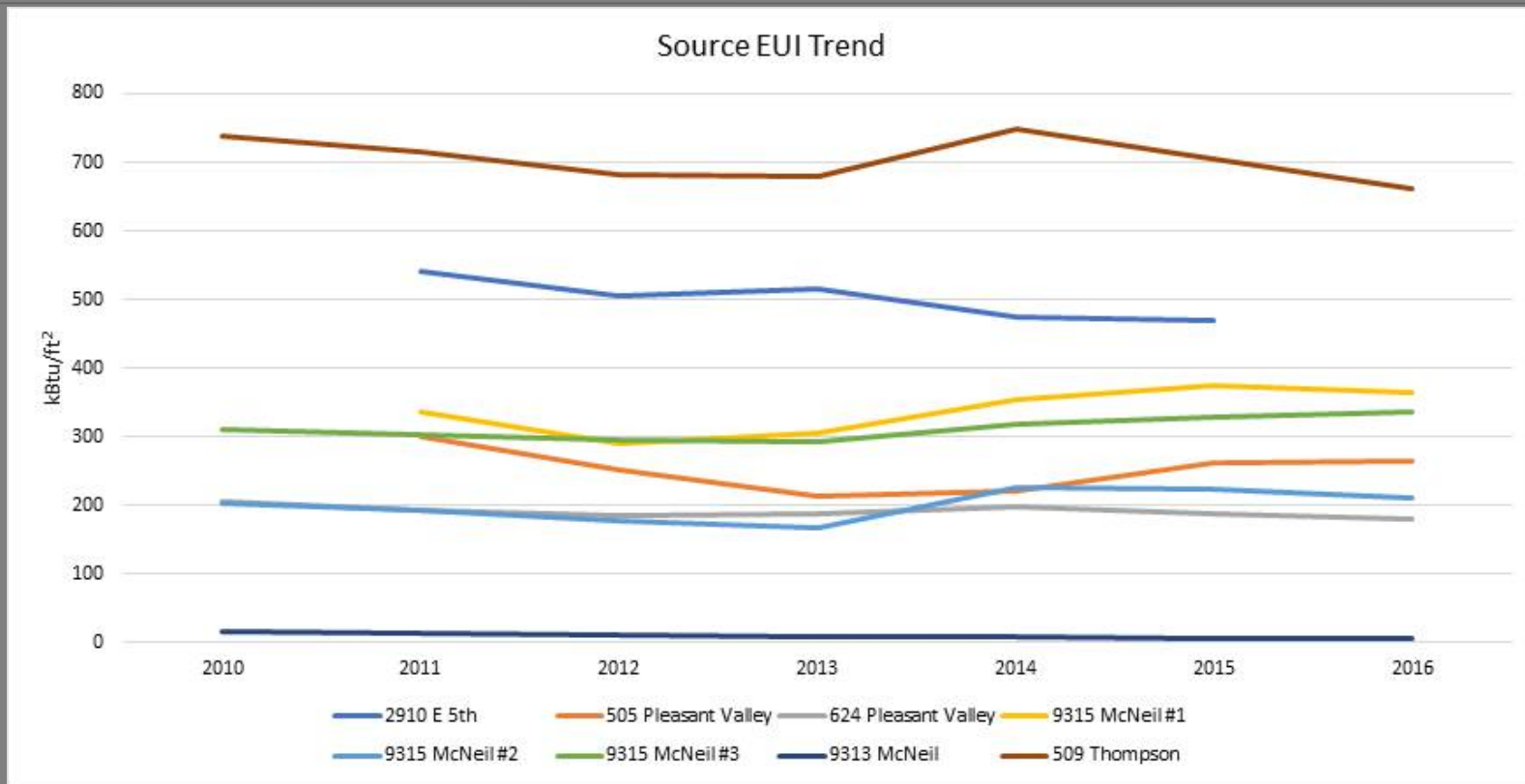
Natural Gas Use (2013-2016)



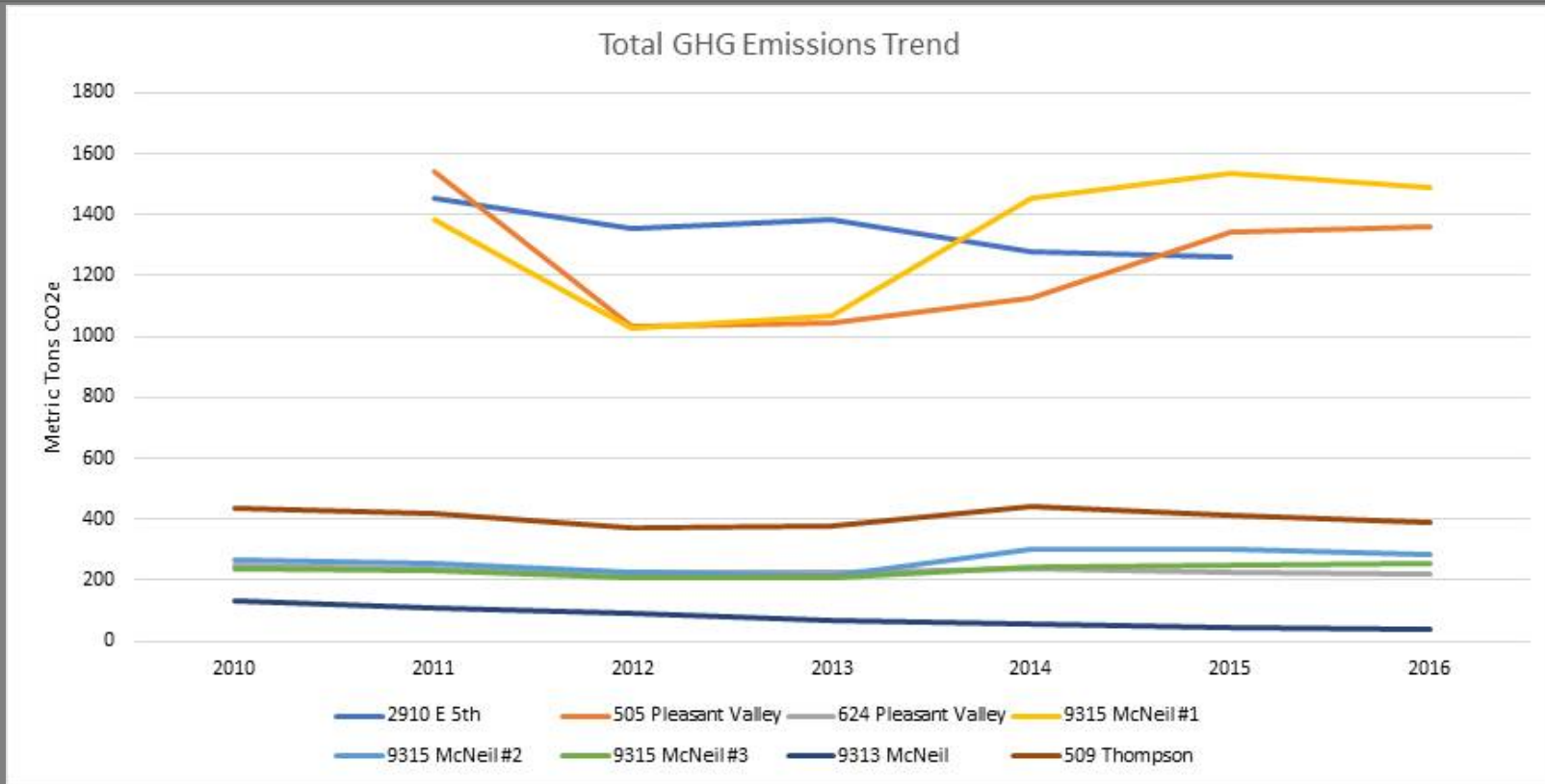
Natural Gas Use by Facility



Energy Use Intensity (EUI) from Source Energy Generation



Greenhouse Gas Emissions (Facilities)



Goals

- Benchmark and Align
 - Peer agencies
 - Local/Regional Agencies (CoA, ACC, UT, AISD, etc.)
 - Local/Regional Plans/Programs (Austin Community Climate Plan, Austin Zero Waste Plan, Austin 2030 District Energy Efficiency Plan, etc.)
- Integrate into CMTA Strategic Plan
- Adopt and approve conservation policy through CMTA and Board

Current Activities

- Participating in Austin Energy Load Coop Program
- Installing solar lighting at bus stops
- Integrating zero waste strategies into procurement policy revision
- Working with contractors to implement recycling/zero waste program upgrades
- Purchasing electric fleet vehicles—with electric charging stations

Next Steps

- Collect and analyze fuel, waste and recycling data
- Collect and analyze data from transit facilities (park and ride, stations, transit centers)
- Schedule Austin Energy conservation and solar audits
- Schedule Austin Resource Recovery Zero Waste Audits
- Develop and adopt energy, water and materials conservation policies, plans and (design, management and procurement) guidelines
- Use to guide annual facilities improvements, capital projects, and future facility planning