

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

This Interlocal Cooperation agreement (this “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. This Agreement is entered into on the basis of mutual benefit on the terms and conditions set forth below:

I. Contracting Parties

ACC: Austin Community College District
5930 Middle Fiskville Road
Austin, Texas 78752

Capital Metro: Capital Metropolitan Transportation Authority
2910 East Fifth Street
Austin, Texas 78702

II. Background

Capital Metro provides the ACC Cypress Creek Campus with access to Capital Metro transit system via a bus stop at ACC’s Cypress Creek Campus on Capital Metro’s Route 214 (or its successor route). This Agreement sets forth the terms and conditions for providing the Route 214 service at the ACC Cypress Creek Campus bus stop, including ACC’s contribution to the costs of providing such service.

III. Capital Metro Service to ACC Cypress Creek Campus

Route 214 service will operate Monday through Friday every week from approximately 5:00 a.m. through 9:00 p.m. during the term of this Agreement. The route provides service from Lago Vista and Jonestown to ACC Cypress Creek and then to Capital Metro’s Lakeline Station. Minor adjustments to the route may be made by Capital Metro during the term of this Agreement. The current schedule and route map is attached in Exhibit B.

As with all Capital Metro customers, passengers boarding at the ACC Cypress Creek Campus will connect to the Capital Metro transit system utilizing Route 214, subject to the terms and conditions of this Agreement.

IV. Consideration

1. Annual Fee

ACC will pay Capital Metro an annual fee for boardings at the ACC Cypress Creek Campus (“Annual Fee”). The Annual Fee is based on a 3.8 percentage of the estimated annual hours and costs required to operate Route 214 to the ACC Cypress Creek Campus for each fiscal year during this Agreement, as

more fully described in the attached Exhibit A. Payment is due within thirty (30) days of the commencement of the Agreement and of each succeeding fiscal year during the term of this Agreement, as may be extended by the Contracting Parties.

A true-up of hours shall be conducted by Capital Metro at the end of each fiscal year. If actual operating hours exceeded the estimated hours set forth on the attached Exhibit A, ACC will pay Capital Metro for any actual operating hours in excess of the estimated hours. Payment is due within thirty (30) days of ACC's receipt of an invoice setting forth the excess costs. If actual operating hours are less than the estimated hours set forth on the attached Exhibit A, Capital Metro will reimburse ACC for any estimated operating hours paid by ACC in excess of actual operating hours.

All payments by ACC will be made from current revenues available to ACC.

No other charges, expenses, contributions, recoupments, or chargebacks shall be due from or paid by ACC.

All payments made by ACC to Capital Metro will be sent to:

Capital Metropolitan Transportation Authority
ATTN: Accounts Receivable
P.O. Box 6308
Austin, TX 78762-6308

Payments under this Agreement will be made in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code).

2. Fares

Under that certain Interlocal Agreement dated September 1, 2018 ("ILA"), Capital Metro and ACC established the Green Pass Program, a special reduced fare program offered to ACC students and employees. ACC students and employees who participate in the Green Pass Program will pay the reduced Green Pass Program rates on Route 214. All other Capital Metro customers on Route 214 will be charged the standard fare rates established by the Capital Metro Board of Directors from time to time.

The fares collected from all passengers boarding at the ACC Cypress Creek Campus shall be retained by Capital Metro as consideration for access to the Capital Metro transit system. Such fares are in addition to the annual amount payable to Capital Metro by ACC pursuant to Article IV.1. above.

V. **Ridership Monitoring; Public Relations**

Capital Metro will monitor ridership on Route 214 through one or more of the following means: the use of the farebox, operator trip counts, and if necessary, ride checks. Capital Metro will compile and analyze the data and share all such information with ACC.

All public relations will be coordinated through the Capital Metro Communications office and the ACC Public Information and College Marketing Office.

VI. Liability

TO THE EXTENT ALLOWED BY TEXAS LAW AND THE U.S. CONSTITUTION, each Contracting Party 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.

VI. Insurance Coverage

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

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 vehicles with limits of One Hundred Thousand Dollars (\$100,000) and Three Hundred Thousand Dollars (\$300,000) Combined Single Limit of Liability as per Texas Tort Claims Act.
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.

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

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

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 50,000
Medical Expenses (any one person)	\$ 50,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$5,000,000
Products - Completed Operations Aggregate	\$1,000,000
2. Commercial Automobile Liability Insurance covering all owned, non-owned, or hired automobiles, with coverage for at least \$5,000,000 Combined Single Limit Bodily Injury and Property Damage or an umbrella policy with these same limits.
3. Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars \$1,000,000.

VII. Term of the Agreement

This Agreement shall be effective upon signature of the last party to sign (“Effective Date”). The initial term of this Agreement will be from October 1, 2021, until September 30, 2024. The Contracting Parties may extend this Agreement for up to two (2) additional twelve (12) month periods, contingent upon approval of ACC Board of Trustees and Capital Metro’s Board of Directors. ACC will provide written notice to Capital Metro of its desire to extend the term of the Agreement no later than thirty (30) calendar days prior to the expiration of the then current term, as extended.

VIII. Default

Either party shall be in default under the Agreement if such party fails to fully, timely, and faithfully perform any of its material obligations under the Agreement upon thirty (30) days’ notice of material breach of this Agreement. Any such breach shall entitle the non-defaulting party to exercise all remedies available under applicable law, including, but not limited to, termination of this Agreement.

IX. Termination Without Cause

Either party shall have the right to terminate the Agreement, without cause upon ninety (90) days prior written notice without cost or penalties. Upon termination of either party under this provision, Capital Metro will refund to ACC the prorated amount, of the advance payment paid by ACC, attributable to the terminated months in effect at the time of such termination.

X. Entire Agreement

This Agreement represents the complete and entire Agreement between the Contracting Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Contracting Parties to the subject matter contained in this Agreement. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by further agreement in writing duly executed by authorized representatives of the Parties.

XI. Administrative Approvals

ACC’s President and the Capital Metro President/CEO will have the authority to negotiate and execute amendments to this Agreement without further action of the Board of Trustee’s and Capital Metro’s Board of Directors’ approval, but only to the extent necessary to implement and further the clear intent of the respective governing boards’ approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Contracting Parties.

XII. 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, Section 791; and (d) this Agreement neither requires nor permits either party to exceed its duties and responsibilities or the limitations of its authority.

Each signatory to this Agreement has the specific authority to sign this Agreement and to bind their respective governmental body.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Sharmila Mukherjee
Executive Vice President
Strategic Planning and Development

Date: _____

AUSTIN COMMUNITY COLLEGE DISTRICT

By: _____

Dr. Richard Rhodes
Chancellor

Date: _____

Exhibit A
Austin Community College District
Costs for One Stop on Route 214

Fiscal Year	Estimated Total Hours of Service on Route 214	Hourly Service Rate	Total (Calculated as follows: Estimated Service Hours x Estimated Hourly Service Rate x 3.8% + \$830 Maintenance Fee)
2022	8,224	\$85.27	\$27,479
2023	8,224	\$87.28	\$28,105
2024	8,224	\$89.33	\$28,746

Fiscal Year	Estimated Total Hours of Service on Route 214	Hourly Service Rate	Total (Calculated as follows: Estimated Service Hours x Estimated Hourly Service Rate x 3.8% + \$830 Maintenance Fee)
2025	8,224	\$91.43	\$29,402
2026	8,224	\$93.57	\$30,073

Exhibit B

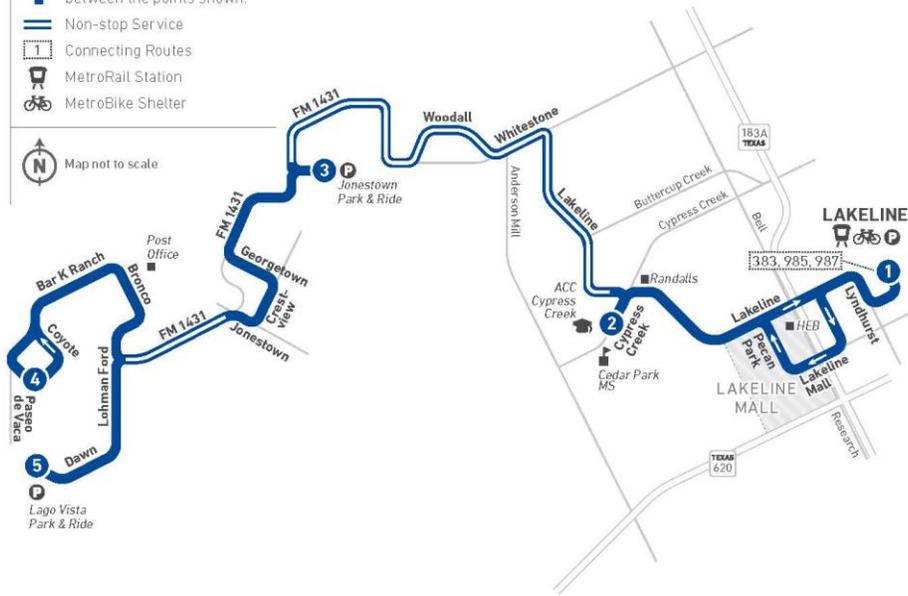
214 Northwest Feeder



LEGEND

- Route Line and Timepoint**
Buses make additional stops between the points shown.
- Non-stop Service
- Connecting Routes
- MetroRail Station
- MetroBike Shelter

Map not to scale



Scan the QR code to see an online version of this route map.

DESTINATIONS

- Lakeline Station
- HEB
- Lakeline Mall
- Randalls
- Cedar Park Middle School
- ACC Cypress Creek
- Jonestown Park & Ride
- Post Office
- Lago Vista Park & Ride

GO Line 512-474-1200 | capmetro.org | Effective June 6 - August 14, 2021 | Destinations

214 WEEKDAYS/WESTBOUND

214 WEEKDAYS/EASTBOUND

1 Lakeline Station (Bay 1)	2 ACC Cypress Creek	3 Jonestown Park & Ride (Crestview at Park)	4 Paseo de Vaca at Crossbow	5 Lago Vista Park & Ride (Thunderbird at Dawn)	To Router/Garage	5 Lago Vista Park & Ride (Thunderbird at Dawn)	4 Paseo de Vaca at Crossbow	3 Jonestown Park & Ride (Crestview at Park)	2 ACC Cypress Creek	1 Lakeline Station (Bay 1)	To Router/ garage
5:57	6:06	6:24	6:36	6:48		5:10	—	5:22	5:41	5:53	
6:39	6:48	7:06	7:18	7:30		5:40	—	5:52	6:11	6:23	
7:50	7:59	8:17	8:29	8:41		6:53	—	7:05	7:24	7:36	
8:40	8:49	9:07	9:19	9:31		7:35	—	7:46	8:04	8:15	
9:40	9:49	10:07	10:19	10:31		8:46	—	8:57	9:15	9:26	
10:30	10:39	10:57	11:09	11:21		9:36	—	9:47	10:05	10:16	
11:25	11:34	11:48	12:00	12:12		10:36	—	10:47	11:05	11:16	
12:16	12:25	12:38	12:48	12:58		11:26	—	11:37	11:55	12:06	
1:20	1:29	1:47	—	1:59		12:17	—	12:24	1:00	1:11	
2:25	2:37	3:00	—	3:13		1:03	1:14	1:23	1:52	2:03	
3:20	3:32	3:55	—	4:08		2:03	2:14	2:25	2:43	2:54	
4:20	4:32	4:55	—	5:08		3:18	3:29	3:40	3:58	4:09	
5:30	5:42	6:05	—	6:18		4:13	4:24	4:35	4:53	5:04	
6:35	6:44	7:02	—	7:14		5:13	5:24	5:35	5:53	6:04	
7:41	7:50	8:08	—	8:20		6:20	6:31	6:42	7:00	7:11	
8:25	8:34	8:52	—	9:04		7:19	7:30	7:41	7:59	8:10	
						8:20	8:31	—	—	—	G
						9:04	9:15	—	—	—	G