

**AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS AT AUSTIN
AND
THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

This Interlocal agreement (“Agreement” or “Contract”) is made and entered into effective as of September 1, 2024 (the “Effective Date”) by and between **THE UNIVERSITY OF TEXAS AT AUSTIN**, an agency and institution of higher education organized under the laws of the State of Texas (“UNIVERSITY”) and the **CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY** (“CAPMETRO”), a political subdivision of the State of Texas, created and exercising its authority in accordance with Chapter 451, Texas Transportation Code, acting by and through its duly authorized President & CEO or designee. This Agreement is entered into by and between the parties identified above pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act*, Chapter 791, Texas Government Code.

WITNESSETH:

1. WHEREAS, since 1989, UNIVERSITY and CAPMETRO have entered into a series of agreements for the provision of transportation services provided by CAPMETRO; and
2. WHEREAS, UNIVERSITY and CAPMETRO have significantly benefited mobility in Austin through such cooperative provision of shuttle bus transportation service; and
3. WHEREAS, UNIVERSITY and CAPMETRO desire to enter into this Agreement to continue to meet the mobility needs of UNIVERSITY community to the mutual benefit of UNIVERSITY and CAPMETRO; and
4. WHEREAS, UNIVERSITY and CAPMETRO enter into this Agreement pursuant to authority granted under and in compliance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

NOW THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, it is agreed as follows:

ARTICLE I: DEFINITIONS

- A) Circular Route: Routes which circulate riders throughout a community. These routes are generally shorter than radial service and are non-linear, connecting multiple origins and destinations in the local area and penetrating into communities where regular fixed-route services cannot travel; a route which circulates the University Campus around the areas of most concentrated use.

- B) Non-UT Shuttle Services: All services that may be offered by CAPMETRO other than those to be provided under this Agreement, including, but not limited to, these transit services:
- ☐ High Capacity, including Rail and Rapid
 - ☐ Frequent and local fixed-routes
 - ☐ Limited fixed-routes, including Express, Flyer and Rail Connector
 - ☐ Community fixed-routes
 - ☐ Access
- C) Performance Standards: A set of practices that measure, among other items, safety, timeliness, cleanliness, hours of operation, schedules of maintenance, customer satisfaction and cost of operation
- D) Revenue Vehicles: Buses used to complete the UT Shuttle routes
- E) Radial Route: Direct and non-stop service to the University Campus from areas of concentrated student population.
- F) University Campus: the main campus of the University
- G) UT Shuttle Services: The shuttle bus transportation services described in Article IV of this Agreement

ARTICLE II: SUBJECT OF AGREEMENT

- A) CAPMETRO will provide UT Shuttle Services for UNIVERSITY, utilizing equipment furnished by CAPMETRO, and operated in a manner consistent with the Performance Standards contemplated in Article V of this Agreement.
- B) CAPMETRO will provide all Revenue Vehicles required for UT Shuttle Services. CAPMETRO will directly or through subcontract provide required drivers, fuel, vehicle maintenance, storage, supervisory and management services, and all other goods and services needed to provide the UT Shuttle Services.

ARTICLE III: TERM OF AGREEMENT

The term of this Agreement shall be for a three-year term as follows:

Year One: September 1, 2024 to August 31, 2025

Year Two: September 1, 2025 to August 31, 2026

Year Three: September 1, 2026 to August 31, 2027

“Contract Year” shall mean each twelve (12) month period beginning on September 1 and ending on August 31 during the term of this Agreement.

ARTICLE IV: DESCRIPTION OF THE SERVICE

- A) CAPMETRO shall provide the shuttle bus transportation services, hereinafter referred to as the “UT Shuttle Services” under this Agreement as follows:
- a. A total of seven routes consisting of:
 - Six (6) Radial Routes and
 - One (1) Circular Route.
 - b. All changes in the UT Shuttle Services will be governed by Article VII: *Changes in Service*.
- B) UT Shuttle Services hours will generally be from 6:45 a.m. until 11:30 p.m., Monday through Sunday. CAPMETRO will provide UT Shuttle Services approximately 225 days of service per Contract Year, with fluctuations in service level to account for the University’s schedule (full semester, finals, summer session, etc.). All other Non-UT Shuttle Services will be offered at CAPMETRO’s standard operating hours.
- C) UT Shuttle Services is designed to ensure campus-specific public transportation options are available where demand exists. Demand includes UNIVERSITY student populations above 3% and service between UNIVERSITY campuses or satellite locations, as defined in Article VII, Paragraph F. Service should mirror express service with limited stops and weekday frequency levels that do not fall below 45 minutes. Service should match the academic calendar and UNIVERSITY business hours. Additions or deletions of service will be made per Article VII of this Agreement.
- D) UNIVERSITY students, faculty and staff may utilize the identification card issued to them by the UNIVERSITY to access all bus, rail and paratransit services provided by CAPMETRO. UNIVERSITY and CAPMETRO will work cooperatively to facilitate the use of UNIVERSITY identification cards in current and future CAPMETRO fare collection technology.
- E) CAPMETRO shall monitor and compile ridership data for UNIVERSITY identification cards. At a frequency agreed by the parties, CAPMETRO will provide UNIVERSITY with a report of the data collected from the UNIVERSITY identification cards. UNIVERSITY will review the report and determine the classification (faculty, staff, student, etc.) for each record and return the information to CAPMETRO. UNIVERSITY agrees to work proactively with CAPMETRO to eliminate the use of expired or unauthorized UNIVERSITY identification cards.

ARTICLE V: PERFORMANCE OF THE SERVICE

- A) In order to assure delivery of the UT Shuttle Services in a quality manner, consistent with the objectives of the parties, CAPMETRO agrees to perform all UT Shuttle Services

in compliance with all applicable federal, state and local, laws, regulations, and ordinances and establish and monitor Performance Standards for the UT Shuttle Services.

- B) CAPMETRO will maintain a staff of properly trained and experienced personnel and subcontractors to ensure satisfactory performance under this Agreement. CAPMETRO will cause all CAPMETRO employees, representatives, agents and subcontractors who are directly in charge of the UT Shuttle Services to be duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances.
- C) CAPMETRO will monitor system access and all routes for individuals with disabilities to ensure that all shuttle routes and other routes frequently used by UNIVERSITY students are fully compliant with all ADA regulations and meet the needs of individuals with disabilities.
- D) CAPMETRO will report monthly to University Parking and Transportation Services in a systematic manner that can be audited by UNIVERSITY.
- E) UNIVERSITY and CAPMETRO periodically review the performance of the UT Shuttle Services throughout the life of this Agreement.
- F) UNIVERSITY hereby provides CAPMETRO and its employees, representatives, agents and contractors operating the UT Shuttle Services a license to access restroom facility located on UNIVERSITY campus that is intended for use by students and employees of UNIVERSITY and specified for use by the UNIVERSITY, while performing services under this Agreement.

ARTICLE VI: VEHICLES

- A) CAPMETRO shall furnish Revenue Vehicles as required to operate the UT Shuttle Services.
- B) All Revenue Vehicles will be equipped with air-conditioning, wheelchair lifts, or other means of wheelchair access, front- and/or rear-loading doors, two-way radios, bike racks or other bike storage, and destination signs.
- C) Revenue Vehicles will be maintained in a quality manner to assure delivery of a safe, reliable, on-time and clean service for the passenger. CAPMETRO will ensure that the average age of the bus fleet available for assignment to University-specific routes will be no greater than two years above the average age of CAPMETRO's overall bus fleet.

ARTICLE VII: CHANGES IN SERVICE

- A. CAPMETRO will implement an on-going data collection and service analysis program which will provide the basis for each service change analysis. All service change and bus stop requests for UT Shuttle Services will be directed to CAPMETRO for evaluation. All changes in services are subject to CapMetro Service Standards and Guidelines, Title VI Policies, as applicable, and are subject to approval by CapMetro in its sole discretion.
- B. CAPMETRO, in conjunction with UNIVERSITY, may conduct an operational and customer satisfaction survey for all services and programs offered to students. CAPMETRO may provide new Radial Route service in areas when all of the following characteristics exist:
 - a. Student Population Concentration of greater than 3.0% of total student population (approximately 1,500 students).
 - b. Service time from first to last stop on the “off campus” portion of the route is less than 10 minutes.
 - c. Round trip travel time is 45 minutes or less (run time only, excluding layover and recovery time).
- C. New UT Shuttle Radial Route service may be planned to accommodate the following service characteristics:
 - a. Minimum Level of Frequency of approximately 15 minutes. A smaller frequency will be employed if demand exceeds available capacity.
 - b. Operating span of service from at least 6:45 a.m. to 11:30 p.m., Monday through Friday and Sunday.

ARTICLE VIII: CLASSIFICATION OF PASSENGERS; FARES

CapMetro agrees to provide free CapMetro Bus and Rail services, including the UT Shuttle Service, to UNIVERSITY students, faculty and staff with the valid swipe or scan of a valid UNIVERSITY identification card. UT Shuttle Services shall be open and available to the public and shall not be restricted to students, faculty and staff of UNIVERSITY; however, non-affiliated UNIVERSITY persons will be required to pay the published CAPMETRO fare.

ARTICLE IX: CONSIDERATION

- A) UNIVERSITY agrees to pay CAPMETRO the following amounts over the three-year term:

Year One: \$7,300,000.00

Year Two: \$7,600,000.00

Year Three: \$7,800,000.00

- B) The total estimated amount of the three-year Agreement shall not exceed \$22,700,000.00

- C) If service levels drop below 5% lost time (as publicly reported monthly by CAPMETRO), the monthly payment shall be reduced by the following amounts:

Year One: above 5-6% - \$36,500, and for every 1% over that, an additional \$6,000

Year Two: above 5-6% - \$38,000, and for every 1% over that, an additional \$6,000

Year Three: above 5-6% - \$39,000, and for every 1% over that, an additional \$6,500

- D) Payments shall be made to CAPMETRO by UNIVERSITY within thirty (30) days of presentation of statement of charges for service rendered during the completed billing period. Billing periods will be a minimum of one month in length. Payments made to CAPMETRO by UNIVERSITY under this Agreement will (1) will fairly compensate CAPMETRO for the UT Shuttle Services performed, (2) be made from current revenues available to UNIVERSITY, and (3) be based on cost recovery, pursuant to §791.035, *Texas Government Code*.

- E) **This Agreement is not valid for amounts which exceed five million dollars (\$5,000,000.00) until this Agreement is approved by the Board of Regents of The University of Texas System.**

ARTICLE X: INSURANCE

- A) **Exhibit A** of this Agreement describes the insurance coverage required to be provided by CAPMETRO or its subcontractors. Should CAPMETRO elect to provide the driving or other services described in this Agreement through third party subcontractors, CAPMETRO shall require the subcontractors to maintain at all times during the period covered by this Agreement insurance issued by a company authorized to do business in the State of Texas and approved by UNIVERSITY, with the minimum requirements as set forth in **Exhibit A** of the Agreement. Proper Certificates of Insurance reflecting said insurance coverage in accordance with **Exhibit A** of the Agreement shall be furnished to UNIVERSITY. The Insurance Company(ies) providing all such insurance for subcontractors shall have an A.M. Best Rating of A-IV or better or otherwise be approved by the University regardless of whether Capital Metro or a third-party contractor shall provide the service described in this Agreement.
- B) Should CAPMETRO elect to directly provide the UT Shuttle Services, CAPMETRO shall maintain at all times during the period covered by this Agreement liability and property damage coverage as defined in **Exhibit A** or as mutually agreed by University and CAPMETRO in writing by contract amendment. CAPMETRO at its option may provide this insurance coverage through a self-insurance program or pool and will provide a statement of self-insurance to University.

ARTICLE XI: MAINTENANCE OF RECORDS

- A) In accordance with CAPMETRO's record management policies, CAPMETRO agrees to maintain records or documentation that shall reflect the following:
- 1) number of buses operated on any given day
 - 2) number of revenue trips operated
 - 3) number of hours operated by each bus on each route or schedule
 - 4) number of passenger complaints received
 - 5) number of vehicle and passenger accidents
 - 6) number of road calls
 - 7) the estimated percentage of trips operating on schedule (within the 0-5.5 minute window as compared to the scheduled time of departure)
 - 8) information regarding preventive maintenance activity
 - 9) vehicle load information
 - 10) any other additional information CAPMETRO may elect to include or that the UNIVERSITY may reasonably require

Reports summarizing the above information shall be provided monthly to UNIVERSITY. Reports shall be made available to the President's Shuttle Bus Committee through University Parking and Transportation Services upon request. UNIVERSITY shall have complete access to such records and documentation at any and all reasonable times during the business day for the purpose of examination, and may at its own expense, cause an audit to be made of CAPMETRO's records or documentation, as same pertains to service provided under this Agreement. CAPMETRO agrees to cooperate with the properly designated UNIVERSITY official charged with inspecting and auditing said records and documentation.

B) CAPMETRO understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “**Auditor**”), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c) of the *Texas Education Code*. CAPMETRO agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. CAPMETRO will include this provision in all contracts with subcontractors.

ARTICLE XII: CONFIDENTIAL INFORMATION

- A) CAPMETRO understands that in connection with this Agreement and the performance of the UT Shuttle Services, CAPMETRO may have access to, may obtain or be given information concerning or relating to UNIVERSITY's students. CAPMETRO agrees and acknowledges that such information may be protected under the federal laws known as the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g (“FERPA”), as such may be amended from time to time together with the regulations promulgated and in effect thereunder from time to time. Any and all such information that is protected under FERPA is hereafter referred to as “Confidential Information.” Confidential Information shall include information in any and all formats and media and shall include the originals and any and all copies and derivatives of such information. For the purpose of this Agreement, CAPMETRO shall follow and be bound by the interpretation and application that UNIVERSITY gives to the provisions of FERPA.
- B) From and after the effective date of this Agreement, CAPMETRO shall have the right to use, shall have access to and shall use the Confidential Information only in the performance of the UT Shuttle Services and for no other purpose whatsoever and only if and when required for that performance. CAPMETRO shall permit access to and the use of Confidential Information only by CAPMETRO employees who are assigned to participate in the performance of the UT Shuttle Services, unless otherwise authorized by UNIVERSITY by prior written direction. CAPMETRO acknowledges that upon receipt of Confidential Information relating to UNIVERSITY students, the re-release of such information is prohibited by FERPA.
- C) All Confidential Information received by CAPMETRO is the property of UNIVERSITY and shall be returned to UNIVERSITY or destroyed upon completion or termination of this Agreement. CAPMETRO shall provide to University a document attesting to the destruction of these records within thirty (30) days of termination of Agreement.
- D) CAPMETRO shall not, in any manner whatsoever, disclose, permit or cause use of or provide access to Confidential Information to any person or entity except as part of the performance of the UT Shuttle Services and then only with and in accordance with the prior written consent of UNIVERSITY'S representative designated for the UT Shuttle Services. CAPMETRO agrees to cause its employees, subcontractors and agents to be bound by the terms of this Section.

- E) CAPMETRO'S obligations with respect to Confidential Information shall survive the expiration or the termination of the term of this Agreement and all amendments thereto.
- F) CAPMETRO understands that UNIVERSITY does not waive any exceptions to disclosure with respect to the general public and to the extent that FERPA conflicts with state law, the federal statute prevails. CAPMETRO and UNIVERSITY will also comply with the Texas Public Information Act requirements.
- G) CAPMETRO shall forward to the Custodian of Records of The University of Texas at Austin, Senior Vice President, Darrell Bazzell, at P.O. Box 8179, Austin, Texas 78713-8179 any request for disclosure of Confidential Information to a person or entity other than UNIVERSITY or its employees.

ARTICLE XIII: LEGALITY OF CONTRACT

The operation by CAPMETRO under this Agreement shall be performed in compliance with all the applicable ordinances of the City of Austin, laws of the State of Texas and the laws of the United States. This Agreement shall be binding on the parties hereto, their successors and assigns. CAPMETRO may not assign this Agreement without prior written consent of UNIVERSITY. This Agreement shall be construed and performed in accordance with the laws of the State of Texas and any action arising hereunder shall be brought in the court of competent jurisdiction in Travis County, Texas.

ARTICLE XIV: INDEMNIFICATION AND HOLD HARMLESS; LIABILITY

TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTIONS OF THE U.S. AND THE STATE OF TEXAS, THE PARTIES agree that each are responsible for their own proportionate share of any liability to the extent caused by the negligent acts or omissions or intentional misconduct of that party's employees, agents, contractors, or subcontractors arising out of, connected with, or as a consequence of that party's performance under this Agreement.

ARTICLE XV: CANCELLATION

If either party is in default under any term of this Agreement, then the non-defaulting party shall give the defaulting party written notice of such default and the defaulting party shall have ninety (90) days in which to cure such default. The failure of the defaulting party to cure any such default within ninety (90) days after written notice of same by the non-defaulting party shall give the non-defaulting party the right to terminate this Agreement immediately.

ARTICLE XVI: NOTICE

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties as they appear below, but each party may change his address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated at the time of actual receipt; mailed notices shall be deemed delivered,

whether actually received or not, forty-eight (48) hours after deposit in a regularly maintained receptacle for United States mail.

Whenever written notice is required by any of the provisions of this Agreement, the notice shall be given by CAPMETRO to:

Director, Parking and Transportation Services The
University of Texas at Austin
P. O. Box 7546
Austin, Texas 78713 with

a copy to:

Senior Vice President and Chief Financial Officer The
University of Texas at Austin
P.O. Box 8179
Austin, Texas 78713-8179 Or

by UNIVERSITY to:

President/CEO
Capital Metropolitan Transportation Authority
2910 E. 5th Street
Austin, Texas 78702 with

copy to:

Chief Counsel
Capital Metropolitan Transportation Authority
2910 E. 5th Street
Austin, Texas 78702

ARTICLE XVII: SUSPENSION

Either party may suspend this Agreement at any time because of war, declaration of a state of national emergency, acts of God or public enemy, strike, work stoppage or slow down, pandemic, epidemic, or other cause beyond the control of such party, by giving the other party written notice of suspension and the reason for same. UNIVERSITY shall be obligated only to pay for services actually provided under this Agreement. Payments to be made and services to be rendered under this Agreement shall not become due during a period of suspension. UNIVERSITY may secure the services herein contemplated from another source during the period in which CAPMETRO suspends performance under this Agreement.

ARTICLE XVIII: ENTIRE AGREEMENT

This Agreement and any attachments, exhibits or Addenda contain the entire Agreement between the parties and supersede any prior understanding or written or oral Agreements between the parties concerning the subject matter herein. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless reduced to writing and signed by authorized representatives of the parties.

ARTICLE XIX: RELATIONSHIP OF THE PARTIES

This Agreement will not be construed as creating an employer- employee relationship, a partnership, or a joint venture between the parties.

ARTICLE XX: LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XXI: WAIVERS

No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

ARTICLE XXII: CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION

Under this Agreement, CAPMETRO may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, “**University Records**”). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106- 102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“**FERPA**”). If University Records are subject to FERPA, (1) UNIVERSITY designates CAPMETRO as a UNIVERSITY official with a legitimate educational interest in University Records, and (2) CAPMETRO acknowledges that its improper disclosure or redisclosure of personally identifiable information from University Records will result in CAPMETRO’s exclusion from eligibility to contract with UNIVERSITY for at least five (5) years. CAPMETRO represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which CAPMETRO protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the University’s rules, policies, and procedures regarding access to and use of University’s computer systems. At the request of UNIVERSITY, CAPMETRO agrees to provide UNIVERSITY with a written summary of the procedures CAPMETRO uses to safeguard and maintain the confidentiality of University Records.

- A) **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, CAPMETRO will provide written notice to UNIVERSITY within one

(1) business day after CAPMETRO's discovery of that use or disclosure. CAPMETRO will promptly provide UNIVERSITY with all information requested by UNIVERSITY regarding the impermissible use or disclosure.

- B) **Return of University Records.** CAPMETRO agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of UNIVERSITY will be (1) returned to University, with no copies retained by CAPMETRO; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, CAPMETRO will provide UNIVERSITY with written notice of CAPMETRO's intent to destroy University Records. Within five (5) days after destruction, CAPMETRO will confirm to UNIVERSITY in writing the destruction of University Records.
- C) **Disclosure.** If CAPMETRO discloses any University Records to a subcontractor or agent, CAPMETRO will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on CAPMETRO by this Section.
- D) **Public Information.** UNIVERSITY and CAPMETRO strictly adhere to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.
- E) **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if UNIVERSITY reasonably determines that CAPMETRO has breached any of the restrictions or obligations set forth in this Section, UNIVERSITY may immediately terminate this Agreement without notice or opportunity to cure.
- F) **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

ARTICLE XXIII: BINDING EFFECT

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

ARTICLE XXIV: RECORDS

Records of each party's costs pertaining to the UT Shuttle Services and payments will be available to the other party or their authorized representatives during business hours and will be retained for four (4) years after final payment or termination of this Agreement.

ARTICLE XXV: LIMITATION OF LIABILITY

Except for UNIVERSITY's obligation (if any) to pay CAPMETRO certain fees and expenses, neither party will have liability to the other party or to anyone claiming through or under the other party by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of University to CAPMETRO or to anyone claiming through or under CAPMETRO, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of University, or The University of Texas System, or anyone claiming under University has or will have any personal liability to CAPMETRO or to anyone claiming through or under CAPMETRO by reason of the execution or performance of this Agreement.

ARTICLE XXVI: BREACH OF CONTRACT CLAIMS

The parties shall make every possible attempt to resolve in an amicable manner all disputes between the parties concerning the interpretation of this Agreement.

ARTICLE XXVII: UNDOCUMENTED WORKERS

The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, CAPMETRO is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. CAPMETRO represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

ARTICLE XXVIII: ETHICS MATTERS; NO FINANCIAL INTEREST

CAPMETRO and its employees, agents, representatives and subcontractors are subject to University's Conflicts of Interest Policy available at www.utexas.edu/vp/irla/Documents/HOP%20Conflicts%20of%20Interest%20Policy%204%20A%204.pdf University's Standards of Conduct Guide available at <http://www.utexas.edu/policies/hoppm/04.A.04.html> and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither CAPMETRO nor its employees, agents, representatives or subcontractors will assist or cause UNIVERSITY employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. CAPMETRO represents and warrants that no member of the CAPMETRO Board of Directors has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

ARTICLE XXIX: DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTING PLAN

CAPMETRO will comply with USDOT 49 C.F.R. part 26 under the Disadvantaged Business Enterprise (DBE) program. CAPMETRO will provide UNIVERSITY documentation of any DBE subcontractors utilized under this Agreement.

ARTICLE XXX: RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK; CRIMINAL BACKGROUND CHECKS

Each individual who is assigned to perform the UT Shuttle Services will be an employee of CAPMETRO or an employee of a subcontractor engaged by CAPMETRO. CAPMETRO is responsible for the performance of all individuals performing the UT Shuttle Services. Prior to commencing the UT Shuttle Services and at all times during its provision of the Services, CAPMETRO will have an appropriate criminal background screening performed on all the individuals assigned to perform the UT Shuttle Services. CAPMETRO will determine on a case-by-case basis whether each individual assigned to perform the UT Shuttle Services is qualified to provide the services under this Agreement. CAPMETRO agrees not to knowingly assign any individual, whether employed by CAPMETRO or a subcontractor engaged by CAPMETRO, to perform the UT Shuttle Services who has been convicted or placed on deferred adjudication for an offense that (a) would require the individual to register as a sex offender under Chapter 62, Code of Criminal Procedure, which includes, but is not limited to, such offenses as Continuous Sexual Abuse of Young Child; Sexual Assault; Aggravated Sexual Assault; or (b) constitute an offense under the laws of another state or federal law that is equivalent to an offense requiring such registration, unless CAPMETRO determines on an individualized risk based assessment that such offense is not a disqualifying offense as determined in accordance with the then applicable CAPMETRO Background Investigations and Driving Requirements and Reporting Policy. CAPMETRO certifies that those individuals assigned to provide UT Shuttle Services, whether employed by CAPMETRO or a subcontractor engaged by CAPMETRO, have undergone an appropriate criminal background screening in accordance with CAPMETRO's policies and procedures.

ARTICLE XXXI: AMENDMENTS

This Agreement may be amended only in writing by an instrument signed by an authorized representative of the parties.

ARTICLE XXXII: NO WAIVER OF IMMUNITIES

The parties 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.

ARTICLE XXXIII: CERTIFICATIONS

The parties 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.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By _____

Date ____

THE UNIVERSITY OF TEXAS AT AUSTIN

Name and Title: Jay Hartzell, President

Date

Exhibit A
INSURANCE REQUIREMENTS

CAPMETRO, consistent with its status as an independent contractor will carry at least the following insurance in the form, with companies having an A.M. Best Rating of A-: VII or better, or some similar rating, in amounts (unless otherwise specified), as UNIVERSITY may require:

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability Disease- Each Employee	\$1,000,000
Employers Liability Disease - Policy Limit	\$1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of UNIVERSITY, its directors, officers, employees, agents, successors and assigns.

UNIVERSITY agrees that CAPMETRO may purchase insurance through the Texas Municipal League Risk Pool.

Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$2,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$4,000,000
Sudden Events Involving Pollution	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

Policy shall include independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the liability provision of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage.

Business Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.

CAPMETRO will deliver to UNIVERSITY:

Evidence satisfactory to UNIVERSITY in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

Additional evidence, satisfactory to UNIVERSITY in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance or any material change in coverage stated above. and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to UNIVERSITY. UNIVERSITY may terminate the Contract if required insurance is not provided. CAPMETRO is responsible for all policy

deductibles that might apply. Capital Metro's insurance will be primary and non-contributory to any insurance or self-insurance limits available to UNIVERSITY.

The insurance policies required in this Agreement will be kept in force for the periods specified below:

Commercial General Liability Insurance, Business Automobile Liability Insurance, will be kept in force until receipt of Final Payment by Contractor to UNIVERSITY and,

Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Work has been fully performed and accepted by UNIVERSITY in writing.

If CAPMETRO is using a subcontractor to provide drivers for their buses subcontractor will carry at least the following insurance in the form, with companies having an A.M. Best Rating of A-VII or better, or some similar rating, in amounts (unless otherwise specified), as UNIVERSITY may require:

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability Disease - Each Employee	\$1,000,000
Employers Liability Disease - Policy Limit	\$1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of UNIVERSITY, its directors, officers, employees, agents, successors and assigns.

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

Policy shall include independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the liability provision of this Contract, fully insuring Subcontractor's liability for bodily injury (including death) and property damage. Policy shall include Personal Injury Liability extended to claims arising from employees of subcontractors.

Business 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. In its sole discretion, UNIVERSITY may accept, in satisfaction of all automobile liability insurance requirements under this Agreement, a liability coverage document issued to CAPMETRO through the Texas Municipal League Risk Pool providing \$5,000,000 automobile liability to any subcontractor and its employees, including but not limited to all operators or drivers performing services under this Agreement, as covered parties in the operation of the revenue vehicles. CAPMETRO will make all necessary contracts, indemnities, endorsements, and warranties as may be required to establish the University of Texas, and the operators and drivers of the revenue vehicles, including operators and drivers provided by subcontract or otherwise, as covered parties under the automobile liability coverage. of the Texas Municipal League Risk Pool. All other provision of this insurance exhibit shall apply to coverage provided through the Texas Municipal League Risk Pool, as determined applicable by the UNIVERSITY.

Subcontractor will deliver to UNIVERSITY:

Evidence satisfactory to UNIVERSITY in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

Additional evidence, satisfactory to UNIVERSITY in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance or any material change in coverage stated above. Insurance policies, with the exception of Workers' Compensation, and Employer's Liability, will name and the evidence will reflect University, its directors, officers, employees, agents, successors and assigns as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to UNIVERSITY. UNIVERSITY may terminate the Contract if required insurance is not provided. Subcontractor's insurance will be primary and non-contributory to any insurance or self-insurance limits available to UNIVERSITY.

The insurance policies required in this Agreement will be kept in force for the periods specified below:

Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Work has been fully performed and accepted by UNIVERSITY in writing.

Verification of all insurance coverages shall be sent to:

The University of Texas at Austin Parking
and Transportation Services ATTN:
Associate Director
P. O. Box 7546
Austin, Texas 78713