

**AMENDMENT 2
TO THE INTERLOCAL AGREEMENT**

BETWEEN

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

AND

**THE CITY OF ROUND ROCK
(Contract Transit Services)**

This Amendment 2 to the Interlocal Agreement (“Amendment 2”) is between Capital Metropolitan Transportation Authority, a rapid transit authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“Capital Metro”), and the City of Round Rock, a home rule city and municipal corporation, organized under Chapter 9 of the Local Government Code (“City”), each individually referred to as “Party” and collectively referred to as “Parties”, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, the City and Capital Metro entered into an Interlocal Agreement (as amended, the “Agreement”), dated effective May 4, 2017, for fixed route and commuter service into Austin and reverse commuter service to Round Rock (“Transit Services”);

WHEREAS, pursuant to that certain Amendment No. 1 to the Interlocal Agreement, dated effective November 8, 2018, the term of the Agreement was extended, service hours were added, and revisions were made to the reporting procedures and holiday hours for service;

WHEREAS, the Parties wish to further amend the Agreement to extend the term of the Agreement, increase the total fee amount to be paid under the Agreement, and update the Scope of Services; and

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

AGREEMENT

1. **Term.** The Term of the Agreement will continue through September 30, 2022, unless terminated earlier in accordance with the Agreement.
2. **Scope of Services.** Attachment SOS-1 Scope of Services of the Agreement is deleted and replaced in its entirety by the Attachment SOS-1 Scope of Services to this Amendment 2.
3. **Fees.** Attachment SFP-1, Schedule of Fees and Payment, of the Agreement is deleted and replace in its entirety by the Attachment SFP-1, Schedule of Fees and Payment attached to this Amendment 2. The total fees under the Agreement shall not exceed \$5,246,443 and shall be based on the Attachment SFP-1, Schedule of Fees and Payments attached to this Amendment 2.

4. **Entire Agreement.** The terms of this Amendment 2 are in addition to, and construed together with, the terms of the Agreement, as amended. In the event of conflict in any language in the Agreement and this Amendment 2, the language in this Amendment 2 will control.
5. **Capitalized Terms.** Capitalized items used in this Amendment 2 and not otherwise defined have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment 2 to be executed by their respective undersigned duly authorized as of the last signature date below.

Capital Metropolitan Transportation Authority

By: _____

Sharmila Mukherjee
EVP, Strategic Planning and Development

Date: _____

Approved as to Form: _____

City of Round Rock

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to Form: _____

Attachments:

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

ATTACHMENT - SOS-1- Scope of Services

1. GENERAL PURPOSE

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

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

2. VEHICLE HOURS

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

Route	Estimated Vehicle Hours per Service Year*
Round Rock Howard Route 50/150	8,265
Round Rock Circulator Route 51	3,542
Round Rock - Austin Express Route 980	886
Round Rock Tech Ridge Limited Route 152	1,181

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

*Service year is August 1, 2021 to September 30, 2022.

3. VEHICLE REQUIREMENTS

- 3.1. Two peak vehicles are required for Route 50/150, Round Rock Howard Station route. Vehicles shall be an accessible and capable of transporting at least thirty-five (35) seated persons.

- 3.2. One peak vehicle is required for Route 51, Round Rock Circulator. Vehicle shall be an accessible vehicle with the ability to transport at least twelve (12) seated persons.
- 3.3. Two peak vehicles are required for Route 980, Round Rock – Austin Express route. Vehicles shall be an accessible and capable of transporting at least forty-six (46) seated persons.
- 3.4. One peak vehicle is required for Route 152, Round Rock Tech Ridge Limited. Vehicle shall be an accessible and capable of transporting at least thirty-five (35) seated persons.

4. SERVICE PERIOD

The service period shall operate as follows:

- 4.1. Route 50/150, Round Rock Howard Station route: between approximately 6:30 a.m. — 8:30 p.m. (times may vary within this window, based on the specific route schedule) on weekdays only.
- 4.2. Route 51, Round Rock Circulator: between approximately 6:30 a.m. – 6:30 p.m. (times may vary within this window, based on the specific route schedule) on weekdays only.
- 4.3. Route 152, Round Rock Tech Ridge Limited: between approximately 6:15 a.m. – 8:15 a.m. and 3:45 p.m. – 5:45 p.m. (times may vary within this window, based on the specific route schedule) on weekdays only.
- 4.4 Route 980: between approximately 5:30 a.m. – 7:30 a.m. and 5:00 p.m. – 7:00 p.m. (times may vary within this window, based on the specific route schedule) on weekdays only.
- 4.5 Holidays: The City will not provide service on the following holidays:
 - New Year's Day
 - Martin Luther King Jr Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day After Thanksgiving
 - Christmas Day

5. VEHICLES

- 5.1. Fixed route and commuter express vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; fare box; adequate interior lighting; interior and exterior signage; and padded, comfortable seating for passengers. All vehicles shall be wheelchair accessible, capable of handling two wheelchair positions.
- 5.2. All vehicles shall be painted in accordance with Capital Metro's branding program. The City may elect to coordinate with Capital Metro on representation of the City's service inside and outside the buses. Capital Metro must approve the branding.

- 5.3. All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed weekly. Vehicle interiors shall at all times be kept free of exhaust fumes and engine odors. The interior of the vehicles shall be maintained free from roaches and other vermin.
- 5.4. Vehicles shall have illuminated destination and block signs that are highly visible and in compliance with ADA regulations.
- 5.5. Vehicle destination signs shall display the route name of the route operated. The destination signs on routes operated within Round Rock will reflect that service is Round Rock service. All destination signs shall be illuminated for night operation.
- 5.6. Vehicles shall be equipped with passenger notice holders, and passenger discharge bells.
- 5.7. Vehicle bodies, frames, and components shall be in sound condition, and free of all damage. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.
- 5.8. All vehicles shall be equipped to permit inward and outward wheelchair boarding. Ramps and lifts will comply with ADA standards. Securement for mobility devices shall consist of four securement belts. Additionally, a lap belt will be provided, if desired by the customer.
- 5.9. The vehicles' air conditioning system shall be of sufficient size and capacity to maintain an inside temperature of 75 degrees Fahrenheit or 20 degrees lower than the outside temperature, whichever is greater. The heating system shall have proportional controls and be of sufficient capacity to maintain an inside constant temperature of 68 degrees Fahrenheit throughout the vehicle.

6. EQUIPMENT CONDITION

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

7. REPORTING

- 7.1. Capital Metro shall notify the City of all accidents and incidents within 24 hours. Accident/Incident reports shall be provided to the City within 24 hours after Capital Metro receives the document. The City will be notified immediately, by e-mail, of passengers that receive medical attention.

7.1.1. Notification e-mails:

- Enda Johnson, ejohnson@roundrocktexas.gov
- Gary Hudder, ghudder@roundrocktexas.gov
- Michael Bennett, mbennett@roundrocktexas.gov

7.2. The City shall submit system information to the National Transit Database (“NTD”) and FTA, as required by Section 5307.

7.3. Capital Metro shall collect data, keep records and provide reports sufficient to enable the City of Round Rock to meet its NTD reporting obligations as required by federal law and shall coordinate with the City of Round Rock to ensure the data is reported by the proper party and there is no double reporting of NTD data.

7.4. Capital Metro shall submit to the City of Round Rock the following information on a monthly basis:

- Days of service
- Number of passengers
- Passengers per hour
- Passengers per mile
- Revenue hours
- Revenue miles
- Vehicle hours
- Vehicle miles
- Accident/Incident Reports

7.5. Capital Metro shall submit to the City of Round Rock the following information on a quarterly basis:

- Boardings by Stop

7.6. Capital Metro shall submit to the City of Round Rock other reports as requested.

8. SERVICE ADJUSTMENTS

8.1. Service adjustments (i.e. changes to schedules) will occur three times per year, and must align with the scheduled service adjustments for all other Capital Metro services.

8.2. Modifications to services may include, but are not limited to, extending, deleting or adding routes, or parts of routes, and expanding or decreasing revenue hours.

8.3. The City may request service re-evaluation and service modifications for low-performing routes. Should low-performing routes be identified, Capital Metro and the City will coordinate to provide implementable options for increasing ridership.

9. TRAINING

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

10. UNIFORM AND APPEARANCE

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

11. PERSONNEL

- 11.1. Capital Metro shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Contracted Transit Services.
- 11.2. Capital Metro shall employ a street supervisor to monitor the Contracted Transit Services. Such supervision shall also include responses to and investigation of all accidents.
- 11.3. Capital Metro shall provide dispatch and radio monitoring personnel during hours of revenue service. Capital Metro shall be able to effectively dispatch assignments and provide prompt responses to driver and/or vehicle problems which could impact service.
- 11.4. The City shall have access to audit files upon request.

12. FARE COLLECTION

- 12.1. The City shall retain and deposit all revenues directly collected from sales by the City. Capital Metro shall retain and deposit all revenues directly collected from the sale of passes in the Capital Metro service area.
- 12.2. Capital Metro shall provide the City with fare media for Round Rock transit services, with the design approved by the City. Round Rock fare media shall be coded for Round Rock service.
- 12.3. All fares will be honored between the City's services and Capital Metro services.
- 12.4. All Round Rock proposed fares shall initially align with Capital Metro fares to provide a more seamless system for passengers. For routes that do not connect to Capital Metro services, changes to the fare structure shall be made at the discretion of the City, with a minimum 30-day

notification of changes to Capital Metro. It is the ultimate goal of the City and Capital Metro to have a seamless fare structure.

13. MARKETING AND PUBLIC RELATIONS

- 13.1. Capital Metro and the City of Round Rock will coordinate to furnish all schedules, maps, tickets, transfers, passes and other printed materials required for marketing the service. Capital Metro and the City shall also coordinate to distribute appropriate materials for other routes and services that benefit customers of each service, such as passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects.
- 13.2. All material for Round Rock service will specify that service is provided by the City of Round Rock and operated by Capital Metro.
- 13.3. Capital Metro will provide system-wide placards on all Capital Metro buses advertising the implementation of Round Rock transit service. Capital Metro and the City will coordinate on the most appropriate time to install the placards.