

INTERLOCAL AGREEMENT

BETWEEN

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AND

THE CITY OF GEORGETOWN

(Contract Transit Services)

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

RECITALS

WHEREAS, City desires to obtain local fixed routes and complementary paratransit service within the city limits through a partnership with Capital Metro; and,

WHEREAS, Capital Metro desires to provide the transit services to the City; and,

WHEREAS, City intends to utilize Federal Transit Administration (“**FTA**”) funding under 49 U.S.C. 5307 (“**Section 5307**”) to partly fund the cost of the transit services; and,

WHEREAS, City intends to utilize FTA funding under 49 U.S.C. 5310 (“**Section 5310**”) to partly fund the cost of the transit services.

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

AGREEMENT

- 1. Services.** Capital Metro agrees to provide local fixed route and complementary paratransit service within the city limits, as described in the Scope of Services attached as Exhibit A to this Agreement (the “**Services**”). Fixed route services provided under this Agreement will be provided along the routes shown on the Exhibit B attached to this Agreement. Capital Metro will contract with the Capital Area Rural Transportation System or other transportation provider mutually agreed upon by the Parties (the “**Third Party Service Provider**”) to perform the Services as a third party service provider. The City grants Capital Metro and the Third Party Service Provider the right to use the City’s streets to provide the Services for the term of this Agreement.
- 2. Complementary Paratransit Services.** The City adopted a paratransit plan (“**ADA Plan**”) on July 25, 2017 in accordance with the American with Disabilities Act (42 U.S.C. Chapter 126). The Third Party Service Provider will determine eligibility for complementary paratransit services based on the City’s ADA Plan.

3. **Term.** This Agreement shall be effective upon signature of the last party to sign this Agreement (“**Effective Date**”) and shall terminate on September 30, 2021, unless terminated for cause or convenience prior to the expiration date (“**Term**”).
4. **Fees.** The fees for Services to be paid by the City to Capital Metro (collectively, the “**Fees**”) shall not exceed the following amounts:
 - a) \$343,327 in FTA Section 5307 funds and \$553,951 in corresponding local match funds from the City, which shall be based on the hourly rates set forth in Exhibit C-1.
 - b) \$48,974 in FTA Section 5310 funds and \$65,418 in corresponding local funds from the City, which shall be based on the hourly rates set forth in Exhibit C-2.
 - c) The City will be responsible for 100 percent of the costs for any Services provided after the Section 5307 Funds expenditure balance is exhausted. The City is responsible for tracking invoices and Section 5307 Funds expenditure balance. The City and Capital Metro will meet quarterly to review invoices and the Section 5307 Funds expenditure balance.
5. **Invoicing and Payment.**
 - a) The City shall pay Capital Metro for Services rendered and accepted, in accordance with rates set forth in Section 4 of this Agreement.
 - b) Invoices may be submitted once per month and submitted to the attention of:

City of Georgetown
Finance Department
P.O. Box 409
Georgetown, Texas 78627
 - c) Upon Capital Metro’s submission of proper invoices, payments will be processed in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.
 - d) Invoices shall include data demonstrating Capital Metro’s compliance with the Key Performance Measures (“**Measures**”) attached as Exhibit D to this Agreement.
6. **Insurance.** Capital Metro shall require its Third Party Service Provider to maintain at least the minimum amounts of insurance and coverages set forth in Exhibit E attached to this Agreement.
7. **Independent Contractor.** Capital Metro’s relationship to the City in the performance of this Agreement is that of an independent contractor. The personnel performing Services under this Agreement shall at all times be under Capital Metro’s exclusive direction and control and shall be employees or subcontractors of Capital Metro and not employees of the City. There shall be no contractual relationship between any subcontractor or supplier of Capital Metro and the City by virtue of this Agreement. Capital Metro shall pay wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers’ compensation and similar matters.

8. **Standards of Performance.** Capital Metro shall perform Services hereunder in compliance with all applicable federal, state, and local laws and regulations. Capital Metro shall use only licensed personnel to perform work required by law to be performed by such personnel.
9. **Licenses and Permits.** Capital Metro shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of Services to be provided under this Agreement including, but not limited to, any laws or regulations requiring the use of licensed subcontractors to perform parts of the work.
10. **Notice of Labor Disputes.** If Capital Metro has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, Capital Metro immediately shall give notice, including all relevant information, to the City.
11. **Excusable Delays.** Except for defaults of subcontractors, Capital Metro shall not be in default because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of Capital Metro. Examples of these causes are: acts of God or of the public enemy, acts of the City of in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Capital Metro.
12. **Termination for Convenience.** A Party may, whenever the interests of that Party so require, terminate this Agreement, in whole or in part, for the convenience of that Party. Such Party shall give ninety (90) days' prior written notice of the termination to the other Party specifying the part of the Agreement terminated and when such termination becomes effective shall incur no further obligations in connection with the Services so terminated, and, on the date set forth in the notice of termination, Capital Metro will stop the Services to the extent specified; provided, any such termination must align with Capital Metro's three (3) yearly service changes, which occur in January, June, and August. Notwithstanding the foregoing, the City may terminate at any time in the event that the federal funds are withdrawn, terminated, or canceled by the FTA or a successor agency. In the event of such a termination, the City shall give Capital Metro written notice of the termination specifying the part of the Agreement terminated and when such termination becomes effective. On the date set forth in the notice of termination, Capital Metro will stop the Services to the extent specified.
13. **Equal Employment Opportunity.** In connection with the execution of this Agreement, Capital Metro shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, sex, age, national origin, or disability. Capital Metro shall take affirmative action to ensure that applicants and employees are treated fairly without regard to their race, religion, color, gender, sexual orientation, sex, age national origin, or ability. Such actions shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
14. **Federal Funding.**
 - a) The City intends to use federal funds to meet a portion of its financial commitment under Agreement. In recognition of this fact, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities under this Agreement to ensure compliance with all applicable federal statutes, regulations, policies and Agreement requirements necessary

to obtain and expend anticipated federal funds and reimbursements, including but not limited to the requirements of 49 C.F.R. section 18.36.

- b) The Parties will specifically comply with the federal contracting requirements as set forth in the 2016 Federal Transit Administration Master Agreement (“**Master Agreement**”) which may be accessed at the following link: https://www.transit.dot.gov/sites/fta.dot.gov/files/Bulletin16-06ENCLMasterAgreementFY2016_03-04-16.pdf. In doing so, the Parties will require compliance with the applicable federal contracting provisions in all of their contracts and subcontracts related to the Services. In their contracting processes, the Parties will solicit proposals or bids for all of the contracts in accordance with applicable federal, state and local laws, rules, regulations and funding requirements.
- 15. Use of Information.** It shall be the responsibility of each Party to comply with the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code (“TPIA”). Neither Party is authorized to receive requests or take any other action under the TPIA on behalf of the other Party.
- 16. Examination and Retention of Records.** The City and its representatives shall have audit and inspection rights described below:
- a) The City and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. Such right of examination shall include inspection at all reasonable times at Capital Metro offices, or such parts thereof, as may be engaged in or maintain records in connection with the performance of this Agreement.
 - b) All records shall be made available at the office of Capital Metro at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under this Agreement or for the amount of time required under applicable records retention laws, whichever is longer except that if this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any final settlement or for the amount of time required under applicable records retention laws, whichever is longer.
- 17. Liability and Limitation of Liability.**
- a) To the extent allowed by Texas law, the Parties agree that each Party is responsible, to the exclusion of any such responsibility of the other Party, for its own proportionate share of liability for its and its employees’, subcontractors’, and agents’ negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.
 - b) In no event shall either Party, their respective officers, directors, agents or employees be liable in contract or tort, to the other party (or its subcontractors) for special, indirect, incidental or consequential damages, resulting from the performance, nonperformance, or delay in performance of their obligations under this Agreement. This limitation of liability shall not apply to intentional tort or fraud.

18. **Assignment.** This Agreement shall be binding upon the parties, their successors, and assignees; provided, however, that neither Party shall assign its obligations or delegate its duties hereunder without the prior written consent of the other. Any attempted assignment or delegation without written consent shall be void and ineffective.
19. **Governing Law.** The rights, obligations, and remedies of the Parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this Agreement, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern.
20. **Venue.** Venue for any action shall lie exclusively in Travis County, Texas.
21. **Incorporation by Reference.** Incorporated by reference the same, as if specifically written herein are the rules, regulations, and all other requirements imposed by the law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and federal government, all of which shall apply to the performance of the Services under this Agreement.
22. **Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal or unenforceable for any reason, such as invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be constructed as severable from the remainder of this Agreement and shall not affect the validity of all other provisions of this Agreement, which shall remain of full force and effect.
23. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
24. **Notices.** Any notice required or permitted to be delivered under this Agreement shall be deemed delivered in person or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the City or Capital Metro, as the case may be, at the addresses set forth below. Notice given by any other manner shall be deemed effective only if and when received by the Party to be notified. A Party may change its address for notice by written notice to the other Party as herein provided.

If to City:

David Morgan, City Manager
City of Georgetown
P.O. Box 409
Georgetown, Texas 78627

With copy to:

Skye Masson, City Attorney
City of Georgetown
P.O. Box 409
Georgetown, Texas 78627

If to Capital Metro:

Capital Metropolitan Transportation Authority
Attn: Executive Vice President of Strategic Planning and Development
2910 E. 5th Street
Austin, Texas 78702

With copy to:

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

These writings are intended as the final expressions of the Agreement of the Parties and as a complete and exclusive statement of the terms of the Agreement.

25. **Performance.** The failure of a Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party to require such performance at any time thereafter nor shall the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
26. **No Waiver.** The Parties to this Agreement are governmental entities under state law and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.
27. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of Capital Metro and the City. The City Manager and the Capital Metro President/CEO will have the authority to negotiate and execute amendments to this Agreement without further action of the Georgetown City Council 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 Parties.
28. **Entire Agreement.** This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties pertaining to the subject matter herein.
29. **Current Revenues.** All monies paid by the Parties under this Agreement will be paid from current revenues available to the paying Party.
30. **Appropriation of Funds.** The obligations of the City under this Agreement to make payments to Capital Metro are subject to appropriation by the City of funds that are lawfully available to be applied for such purpose. If City fails to make such an appropriation prior to a fiscal period of City for the payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated. If feasible, the City shall deliver notice to Capital Metro of such termination at least forty-five (45) days prior to such termination, but failure to give such notice shall not prevent the termination of this Agreement.

31. **Survivability.** The provisions of Sections 14 through 17 shall survive the termination, expiration, or non-renewal of this Agreement.

32. **Exhibits.** The following exhibits are incorporated herein by reference:

- A. Scope of Services
- B. Routes
- C. Fees
- D. Measures
- E. Insurance

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective undersigned duly authorized effective as of the Effective Date.

Capital Metropolitan Transportation Authority

City of Georgetown

By: _____

By: _____

Sharmila Mukherjee
Executive Vice President
Strategic Planning and Development

Dale Ross:
Mayor, City of Georgetown

Date: _____

Date: _____

Attest:

By: _____

Robyn Densmore
City Secretary

Approved as to Form:

By: _____

Skye Masson
City Attorney

Exhibit A – Scope of Services

1. GENERAL PURPOSE

This Scope of Services documents the requirements related to the operation of fixed route and complementary paratransit services operated by a Third Party Service Provider through a contract with Capital Metro for the City:

- 1.1. Capital Metro through its Third Party Service Provider 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 through its Third Party Service Provider 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.
- 1.3. Third Party Service Provider shall provide reservation and dispatch services in response to reservations made by customers or their agents through the Third Party Service Provider's reservation system for paratransit service.
- 1.4. Paratransit service eligibility and scheduling shall be completed by the Third Party Service Provider in accordance with the City's ADA Plan.

2. VEHICLE HOURS AND FIXED SERVICE ROUTES

Annual vehicle hours are not to exceed 7,100 for fixed route services and 3,450 for paratransit services. Service will include four (4) fixed routes, as shown in Exhibit B of this Agreement, and complementary paratransit service.

3. VEHICLE REQUIREMENTS

- 3.1. Two peak vehicles are required for fixed route service. Vehicles shall be accessible and have the ability to transport at least twelve (12) seated persons.
- 3.2. One peak vehicle is required for paratransit service. The vehicle shall be accessible and capable of transporting at least twelve (12) seated persons.
- 3.3. An additional paratransit vehicle not to exceed 1,345 vehicle hours may be provided at Capital Metro's discretion in consultation with the City.

4. SERVICE PERIOD

Service hours for weekdays are approximately 7:00 a.m. to 7:00 p.m. and Saturday 8:00 a.m. to 6:00 p.m. (times may vary within this window based on specific route schedules). The Third Party Service Provider will not provide service on Third Party Service Provider's holidays.

5. VEHICLES

- 5.1. Fixed route and complementary paratransit 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; bicycle racks; and padded, comfortable seating for passengers. All vehicles shall be wheelchair accessible and capable of handling two wheelchair positions.
- 5.2. Vehicles shall have illuminated destination signs that are highly visible and in compliance with ADA regulations.
- 5.3. Vehicle destination signs shall display GoGeo and the route name or number when operating in Georgetown. The destination signs on routes operated within Georgetown will reflect that service is Georgetown service. All destination signs shall be illuminated for night operation.
- 5.4. Vehicles shall be equipped with passenger notice holders, and passenger discharge bells.
- 5.5. 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.
- 5.6. 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 (4) securement belts. Additionally, a lap belt will be provided, if desired by the customer.
- 5.7. The vehicles' air conditioning system shall be of sufficient size and capacity to maintain an inside constant temperature of 75 degrees F. throughout the vehicle, regardless of outside temperature and relative humidity. The heating system shall have proportional controls and be of sufficient capacity to maintain an inside constant temperature of 70 degrees F. throughout the vehicle regardless of outside temperatures.
- 5.8. All vehicles operated by the Third Party Service Provider shall be painted in accordance with the Capital Metro's graphic program.
- 5.9. Vehicles may support graphic content that identifies GoGeo when operating within Georgetown. Additional vehicle hour cost for graphic installation incurred by the Third Party Service Provider shall be reimbursed by City of Georgetown to the Third Party Service Provider.

6. EQUIPMENT CONDITION

- 6.1. The Third Party Service Provider shall maintain each bus in a clean condition throughout, both interior and exterior, at all times that the bus is in service for the City. All buses must be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.).
- 6.2. All vehicles placed into revenue service shall have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).
- 6.3. Spare buses shall be available to replace any bus that may become disabled or otherwise unavailable for operations.

- 6.4. The Third Party Service Provider 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 submit system information to the National Transit Database (“NTD”) and FTA, as required by FTA Section 5307.
- 7.2. Capital Metro shall submit ridership data to the City on a monthly basis in a format mutually agreed to by both Parties. At minimum, the monthly reports shall include the Performance Measures in Exhibit D.

8. TRAINING

- 8.1. 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:
 - 8.1.1. Defensive Driving
 - 8.1.2. Customer service, including providing service to persons with disabilities and proper customer communication practices required for polite customer assistance
 - 8.1.3. Route specific training
 - 8.1.4. Ongoing refresher training

9. PERSONNEL

- 9.1. Capital Metro’s Third Party Service Provider shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Services.
- 9.2. Capital Metro’s Third Party Service Provider shall employ a supervisor to monitor the Services. Such supervision shall also include responses to and investigation of all accidents.
- 9.3. Capital Metro’s Third Party Service Provider shall provide dispatch and radio monitoring personnel during hours of Service. Capital Metro’s Third Party Service Provider shall be able to effectively dispatch assignments and provide prompt responses to driver and/or vehicle problems which could impact service.

10. FARE COLLECTION

- 10.1. Capital Metro’s Third Party Service Provider shall collect all fare revenue.

- 10.2. The amount of fares collected will be documented on the City's monthly invoice and deducted from the cost of service.
- 10.3. Capital Metro's Third Party Service Provider shall provide the City with fare media for Georgetown transit services.
- 10.4. Capital Metro may assist the City of Georgetown in preparing a proposal for GoGeo ticket sales at the HEB on 1100 N. Interstate 35 Frontage Rd., Georgetown, Texas 78626, or other locations as agreed upon by the Parties.

11. MARKETING AND PUBLIC RELATIONS

- 11.1 Capital Metro and the City will coordinate on all schedules, maps 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.
- 11.2 All marketing material for GoGeo shall be the responsibility of the City.
- 11.3 Capital Metro shall assist the City of Georgetown in outreach and coordination with Southwestern University and to assist in promotion of free fares for Southwestern University students.

Exhibit B – Routes



BUS SERVICE

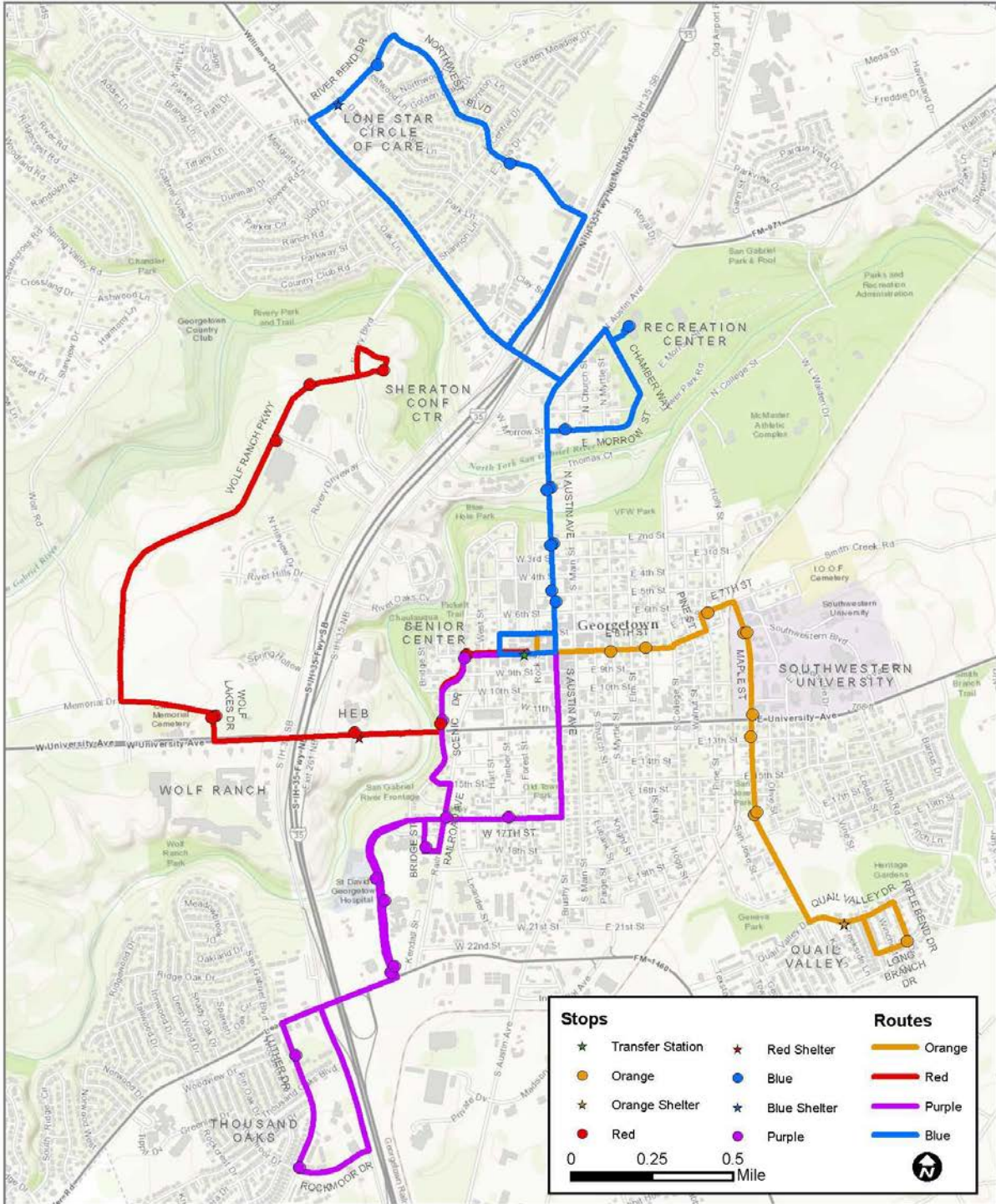


Exhibit C – Fees

C1 – FY21 Service

Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5307 Funding	Local Funding from Georgetown
Fixed Route and one Paratransit Vehicle (partially funded by 5307)	10,550	\$85.05	\$897,278	\$343,327	\$553,951

C2 - Additional Paratransit Vehicle

Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5310 Funding	Local Funding from Georgetown
Paratransit Vehicle (partially funded by 5310)	1,345	\$85.05	\$114,392	\$48,974	\$65,418

C3 – Totals

Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5307 and 5310 Funding	Local Funding from Georgetown
Total FY21 Service	11,895	\$85.05	\$1,011,670	\$392,301	\$619,369

Exhibit D – Measures



City of Georgetown

**FY21 Fixed-Route
Performance Goals
and
Measures**

I. Transit Goals and Objectives

Transit system performance must be measured based on goals and standards that reflect the operating environment and values of the community it serves. The goals and objectives for transit service in Georgetown were established in the 2015 Georgetown Transit Development Plan. The goals and objectives reflect the needs heard from the community, a review of existing conditions, and an analysis of the type of transit service that would meet the community's needs. Below are the four goals developed through this process.

Goal 1: Provide a safe, reliable, efficient, and accessible transportation option for residents and visitors of Georgetown.

Objective: Improve service efficiency and reliability for existing service by meeting or exceeding established standards of performance.

- Strategy: Identify key performance indicators specific to Georgetown; establish standards for these indicators that correlate with effective service delivery.
- Strategy: Establish a schedule for service evaluation and follow-up remedial actions.
- Strategy: Improve productivity in the service area.

Goal 2: Adequately address the mobility needs of Georgetown residents.

Objective: Improve access to employment, healthcare, shopping, and recreation.

- Strategy: Identify locations of employment, healthcare, shopping and recreation locations.
- Strategy: Define delivery times for employment, healthcare, shopping and recreation locations.
- Strategy: Refine routing to provide more direct access to some of the major destinations in the city, within existing resources based on location and delivery time review.

Goal 3: Maximize resource utilization and operational efficiency with respect to system administration and operations.

Objective: Maintain capital assets (vehicles and maintenance materials) in State of Good Repair.

- Strategy: Develop objective standards for measuring conditions of capital assets.
- Strategy: Establish performance measures for capital assets.
- Strategy: Develop policies and standards for replacement and rehabilitation of capital assets.

Goal 4: Develop a local system that operates effectively in the short-term, continues to develop an audience for regional transit options in the mid-term, and will connect the local community to the region in the long-term.

Objective: Provide access to activity centers today with an understanding of where future regional transit infrastructure is proposed to be located.

- Strategy: Submit regional transit projects to the CAMPO Transportation Improvement Plan (TIP).
- Strategy: Develop dedicated funding sources for local transit system.
- Strategy: Promote Project Connect North through city website and biennial Citizen Survey. Coordinate public awareness of Project Connect through public meetings and open houses.

II. Performance Measures

Performance measures are developed to address standards of service effectiveness, cost effectiveness, and cost efficiency. These standards will be used to guide service evaluations, set standards for future service changes, ensure compliance with federal requirements for the city of Georgetown, and ensure that the city's transit goals are being met.

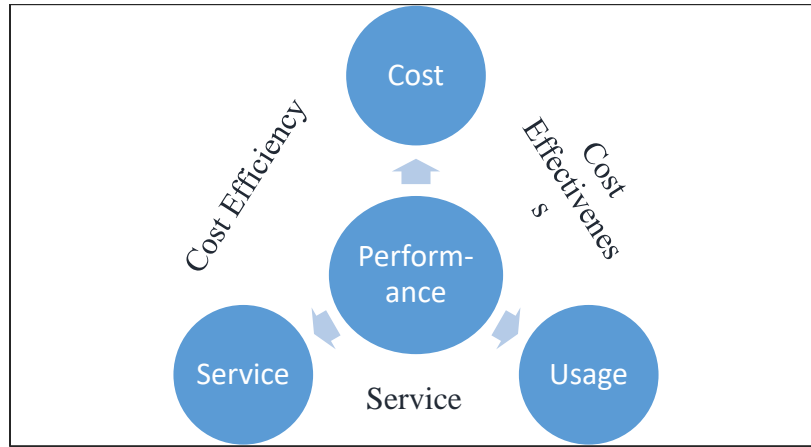
The standards used to measure performance of the Georgetown system are a sub-set of the measures that all federally funded transit agencies are required to provide the National Transit Database (NTD). The NTD was established by Congress to be the Nation's primary source for information and statistics on the transit systems of the United States. Recipients of grants from the Federal Transit Administration (FTA) under the Urbanized Area Formula Program (§5307) are required by statute to submit data to the NTD.

There are several measures that are used for NTD reporting; however, some measures are more helpful in determining success of a route or system. Five measures have been selected to monitor the Georgetown fixed-route service. They are based on the selected measures that peer transit agencies use to monitor transit systems and include:

1. Passengers per revenue hour (service effectiveness/productivity)
2. Fare recovery ratio (cost effectiveness)
3. Cost per passenger (cost effectiveness)
4. Cost per revenue hour (cost efficiency)
5. On-Time Performance (service effectiveness)
6. Total Annual Ridership (service effectiveness)

The six performance measures will be considered in relationship to each other, as success of a system is based on a number of factors, as shown below. The measures will be reported by route and by the system as a whole. Additionally, the measures should be reported to Georgetown City Council at least yearly in order to assist City Council in making decisions about the routes and the system.

Performance Standards and Common Elements



III. Descriptions of Key Performance Measures and Goals for FY21

Below is a description of the performance measures and goals that will be used to assess Georgetown’s four core bus routes. Routes one and two are paired, so the goals should be shown in combination for both routes. Routes three and four are also paired, so the goals are paired as well.

1. PASSENGERS PER REVENUE HOUR

Passengers per revenue hour is a key productivity measurement that works as an effective tool for future service planning. Improving ridership is often the goal of planning bus service, however it is just as important to plan for additional ridership with a “right sized” route or system. Passengers per revenue hour is calculated by dividing the total number of passengers by the total number of revenue service hours. It provides a data point for monitoring ridership as it relates to total bus hours operated.

Passenger Per Revenue Hour Goals

	FY 21
Routes 1 & 2	6
Routes 3 & 4	6

2. FARE RECOVERY RATIO

Fare recovery is the fraction of operating expenses that are met by the fares paid by passengers. Fare recovery is calculated by dividing fare revenue by operating costs.

Fare Recovery Goals

	FY 21
Routes 1 & 2	6%
Routes 3 & 4	6%

3. COST PER PASSENGER

Cost per passenger is designed to track the cost effectiveness for the system as it relates to ridership over time. Cost per passenger is calculated by dividing the total operating expenses by total passengers (unlinked trips) to calculate the cost for each passenger on the service. Cost per passenger does not include fare recovery.

Cost Per Passenger Goals

	FY 21
Routes 1 & 2	\$12
Routes 3 & 4	\$12

4. COST PER REVENUE HOUR

Cost per revenue hour is considered a cost efficiency measure, focusing on how well an agency uses resources to deliver services, irrespective of usage. Cost per revenue hour is calculated by dividing total operating expenses by revenue hours. Revenue hours represent the hours that vehicles are available for public use. Cost per revenue hour does not include fare recovery.

Cost Per Revenue Hour Goals

	FY 21
Routes 1 & 2	\$89
Routes 3 & 4	\$89

5. ON-TIME PERFORMANCE

Schedule adherence or on-time performance refers to the level of success of the bus remaining on the published schedule. On time performance is expressed as a percentage, with a higher percentage meaning more vehicles are on time. The level of on time performance is an important measure of the effectiveness of the system.

On-Time Performance Goals

	FY 21
Routes 1 & 2	95%
Routes 3 & 4	95%

6. TOTAL ANNUAL RIDERSHIP

Total annual ridership is the actual number of passengers served by the transit routes. The data items are reported as the number of yearly unlinked passenger trips. Unlinked passenger trips are defined as the number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.

Total Annual Ridership Goals

	FY 21
Routes 1 & 2	20,000
Routes 3 & 4	20,000
Total	40,000

Exhibit E - Insurance

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).