

INTERLOCAL AGREEMENT

BETWEEN

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AND

THE CITY OF GEORGETOWN

(Contract Limited Paratransit and Senior 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 (“**CapMetro**”), 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 partner with CapMetro to obtain transit services within the City’s limits for a segment of the City’s general public defined by physical or functional disability or persons age 65 and older (“**Limited Paratransit and Senior Service**”); and,

WHEREAS, CapMetro desires to provide the Limited Paratransit and Senior Service to the City; and,

WHEREAS, the Limited Paratransit and Senior Service will be funded by Federal Transit Administration (“FTA”) funding under 49 U.S.C. 5307 (“**Section 5307**”); and,

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

AGREEMENT

1. **Services**. CapMetro will provide Limited Paratransit and Senior Service within the City limits, as described in the Scope of Services attached as **Exhibit “A”** to this Agreement (the “**Services**”). CapMetro 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 CapMetro 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. **Term.** This Agreement shall be effective upon signature of the last party to sign this Agreement (“**Effective Date**”) and shall terminate on September 30, 2023, unless terminated for cause or convenience prior to the expiration date (“**Term**”).
3. **Fees.** The fees for Services (collectively, the “**Fees**”) shall not exceed the following amounts:
 - a) For one vehicle, \$115,151 in FTA Section 5307 funds and \$172,726 in corresponding local match funds from the City, which shall be based on the vehicle weekday hours and hourly rates set forth in **Exhibit “B”**.
 - b) For one additional vehicle, the total is \$230,301 in FTA Section 5307 funds and \$345,452 in corresponding local match funds from the City, which shall be based on vehicle weekday hours and the hourly rates set forth in **Exhibit “B”**.
 - 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 CapMetro will meet quarterly to review invoices and the Section 5307 Funds expenditure balance.
4. **Invoicing and Payment.**
 - a) The City shall pay CapMetro for Services rendered and accepted, in accordance with rates set forth in **Exhibit “B”** 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, TX 78627
 - c) Upon CapMetro’s submission of proper invoices, payments will be processed in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.
5. **Insurance.** CapMetro shall require its Third Party Service Provider to maintain at least the minimum amounts of insurance and coverages set forth in **Exhibit “C”** attached to this Agreement.
6. **Independent Contractor.** CapMetro’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 CapMetro’s exclusive direction and control and shall be employees or subcontractors of CapMetro and not employees of the City. There shall be no contractual relationship between any

subcontractor or supplier of CapMetro and the City by virtue of this Agreement. CapMetro 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.

7. **Standards of Performance.** CapMetro shall perform Services hereunder in compliance with all applicable federal, state, and local laws and regulations. CapMetro shall use only licensed personnel to perform work required by law to be performed by such personnel.
8. **Licenses and Permits.** CapMetro 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.
9. **Notice of Labor Disputes.** If CapMetro has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, CapMetro immediately shall give notice, including all relevant information, to the City.
10. **Excusable Delays.** Except for defaults of subcontractors, CapMetro 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 CapMetro. Examples of these causes are: acts of God or of the public enemy, acts of the City 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 CapMetro.
11. **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, CapMetro will stop the Services to the extent specified; provided, any such termination must align with CapMetro's three (3) yearly service changes, which occur in January, June, and August. Notwithstanding the foregoing, either Party may terminate at any time in the event federal funds are withdrawn, terminated, or canceled by the FTA or a successor agency. In the event of such a termination, the terminating Party shall give the other Party 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, CapMetro will stop the Services to the extent specified.

12. Equal Employment Opportunity. In connection with the execution of this Agreement, CapMetro shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, sex, age, national origin, or disability. CapMetro 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.

13. Federal Funding.

a) The Parties intend to use federal funds to meet a portion of the financial obligations under this 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 2022 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/2022-02/FTA-Master-Agreement-v-29-2022-02-07.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.

14. 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.

15. 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 CapMetro 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 CapMetro 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.

16. 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.

17. 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.

18. 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.

19. Venue. Venue for any action shall lie exclusively in Travis County, Texas.

20. **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.
21. **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.
22. **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.
23. **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 CapMetro, 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, TX 78627

With copy to:

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

If to CapMetro:

Sharmila Mukherjee, EVP Planning and Development
Capital Metropolitan Transportation Authority
700 Lavaca St., Suite 1400
Austin, TX 78701

With copy to:

Capital Metropolitan Transportation Authority
700 Lavaca St., Suite 1400
Austin, TX 78701
ATTN: Chief Counsel

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.

24. **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.
25. **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.
26. **Amendment**. This Agreement may be amended only in writing by an instrument signed by an authorized representative of CapMetro and the City. The City Manager and the CapMetro President & CEO will have the authority to negotiate and execute amendments to this Agreement without further action of the Georgetown City Council and CapMetro'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.
28. **Current Revenues**. All monies paid by the Parties under this Agreement will be paid from current revenues available to the paying Party.
29. **Appropriation of Funds**. The obligations of the City under this Agreement to make payments to CapMetro 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 CapMetro 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.

30. Survivability. The provisions of Sections 14 through 16 shall survive the termination, expiration, or non-renewal of this Agreement.

31. Exhibits. The following exhibits are incorporated herein by reference:

A. Scope of Services

B. Fees

C. 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: _____
Dottie Watkins
Interim President & CEO
CapMetro

By: _____
Josh Schroeder:
Mayor, City of Georgetown

Date: _____

Date: _____

Approved as to Form:

By: _____
Ayeola Williams
Deputy Counsel

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 Limited Paratransit and Senior Service operated by a Third Party Service Provider through a contract with CapMetro for the City:

- 1.1. CapMetro 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. CapMetro 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.

2. DESCRIPTION OF SERVICE

- 2.1. The Service consists of transit services within the City of Georgetown's limits for a segment of the City's general public defined by physical or functional disability or persons age 65 or older (the "Limited Paratransit and Senior Service").
- 2.2. Limited Paratransit and Senior Service eligibility and scheduling shall be completed by Third Party Service Provider through written or verbal communication with the customer. The Limited Paratransit Service eligibility is based on the application attached hereto as **Attachment 1**. The Senior Service eligibility shall be completed through an intake form by verifying customer eligibility through written or verbal communication with the customer. The Limited Paratransit Service eligibility application and Senior Service intake form may be revised from time to time subject to written approval from the City.
- 2.3. Eligible customers are required to follow the Code of Conduct and policies listed within the Georgetown Limited Paratransit and Senior Service Rider's Manual.

3. SERVICE PERIOD

The Limited Paratransit and Senior Service will operate weekdays from approximately 7:00 a.m. to 7:00 p.m. The Third Party Service Provider will not provide service on Third Party Service Provider's holidays.

4. VEHICLE REQUIREMENTS

Up to two (2) vehicles are required for Limited Paratransit and Senior Service. Vehicle hours may be adjusted by mutual agreement of the Parties based on customer demand.

The vehicles shall be accessible and capable of transporting at least twelve (12) seated persons.

5. VEHICLE HOURS

Vehicle hours for one vehicle are:

- Estimated Total Daily Weekday Hours = 12.5
- Estimated Total Annual Weekday Hours = 3,188

Total Annual Weekday Hours for one (1) additional vehicle, to be utilized as necessary to meet customer demand, is 3,188.

Total Annual Weekday Hours for up to two (2) vehicles is estimated to be 6,376.

6. VEHICLES

- 6.1. The 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 (2) wheelchair positions.
- 6.2. Vehicles shall have illuminated destination signs that are highly visible and in compliance with ADA regulations.
- 6.3. Vehicles shall be equipped with passenger notice holders, and passenger discharge bells.
- 6.4. 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.

- 6.5. 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.
- 6.6. 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.
- 6.7. All vehicles operated by the Third Party Service Provider shall be painted in accordance with the CapMetro's graphic program.
- 6.8. Vehicles may support graphic content that identifies the Service when operating within Georgetown. Additional vehicle hour cost for graphic installation incurred by the Third Party Service Provider shall be reimbursed by City to the Third Party Service Provider.

7. EQUIPMENT CONDITION

- 7.1. 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.).
- 7.2. All vehicles placed into revenue service shall have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).
- 7.3. Spare vehicles shall be available to replace any vehicle that may become disabled or otherwise unavailable for operations.
- 7.4. 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.

8. REPORTING

- 8.1. CapMetro shall submit system information to the National Transit Database ("NTD") and FTA, as required by FTA Section 5307.
- 8.2. CapMetro shall submit ridership, on-time performance and number of applications received/approved/denied to the City on a monthly basis in a format mutually agreed to by both Parties.

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

10. PERSONNEL

- 10.1. CapMetro's Third Party Service Provider shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Services.
- 10.2. CapMetro'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.
- 10.3. CapMetro's Third Party Service Provider shall provide dispatch and radio monitoring personnel during hours of Service. CapMetro'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.

11. FARE COLLECTION

- 11.1. CapMetro or CapMetro's Third Party Service Provider shall collect all fare revenue.
- 11.2. The amount of fares collected will be documented on the City's monthly invoice and deducted from the cost of service.
- 11.3. CapMetro's Third Party Service Provider shall provide the City with fare media for the Service.

12. MARKETING AND PUBLIC RELATIONS

12.1 CapMetro and the City will coordinate on all applicable schedules, maps and other printed materials required for marketing the Service. CapMetro and the City shall also coordinate to distribute appropriate materials for 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. The City is responsible for updating and maintaining the GoGeo webpages.

12.2 All marketing material for the Service shall be the responsibility of the City.

Attachment 1 to Scope of Services

Eligibility Application



ELIGIBILITY APPLICATION



GoGeo provides Limited Paratransit Service to eligible people living in or visiting the City of Georgetown. This service provides rides, from origin to destination, within the city limits of Georgetown. GoGeo Limited Paratransit Service is operated by the Capital Area Rural Transportation System (CARTS) through a contract with Capital Metropolitan Transportation Authority (Capital Metro).

Transportation services are accessed by completing this application and being certified through CARTS, or if you are visiting from another area, by providing documentation of ADA certification from a transportation service in another area of the country.

Who should apply for Limited Paratransit Services?

- ▶ People with mobility impairments due to visual limitations, arthritis, spinal cord injury, or other physical and/or cognitive limitations.

How to Apply:

- ▶ Complete this application and **sign the Applicant Agreement/Release of Information** section.
- ▶ Have your doctor, rehabilitation specialist, or other qualified health care provider complete and sign the professional verification section.
- ▶ Send the completed application to:

**GoGeo c/o CARTS
338 S. Guadalupe St.
San Marcos, TX 78666
Fax: 512-805-0001**

If you need an alternative format of this application or additional information, please contact us at 512-505-5661 or email GoGeo@ridecarts.com.

If you have a disability, you may be eligible for GoGeo Limited Paratransit Service. The information obtained in this certification process will be used to determine your eligibility.

This application must be **filled out completely**, including the verification of eligibility by a qualified professional. Incomplete applications will be returned to applicants.

Step 1: Complete the General Information Section

NAME:

Last _____ First _____ MI _____

ADDRESS:

Street _____ City _____ State _____ Zip _____

PHONE:

Home _____ Work _____ Cell _____

DATE OF BIRTH:

___/___/___

EMERGENCY CONTACT:

NAME: _____ PHONE #: _____

ADDRESS: _____

Step 2: Information about your disability

If you answer "NO" or "SOMETIMES" to any of these questions, you must explain your answer in the space provided.

1 Can you board the bus by yourself?
___ YES ___ NO ___ SOMETIMES ___

2 Are you able to climb three 12-inch steps without assistance?
___ YES ___ NO ___ SOMETIMES ___

3 If you have a cognitive disability, are you able to give your name, address, and telephone number upon request? ___ YES ___ NO ___ SOMETIMES ___

4 Are you able to recognize your destination or landmark?
___ YES ___ NO ___ SOMETIMES ___

5 Are you able to deal with unexpected situations or unexpected changes in routine?
___ YES ___ NO ___ SOMETIMES ___

6 Are you able to ask for, understand, and follow directions?

YES NO SOMETIMES

7 Are you able to safely and effectively travel through crowded and/or complex facilities?

YES NO SOMETIMES

8 If you are visually impaired, have you received mobility training from another organization such as Texas Department of Assistance and Rehabilitative Services or ARCIL? YES NO

9 Do you use any of the following assistive devices? (Check all that apply)

Manual wheelchair—passenger is able to transfer to a seat

Passenger is not able to transfer to a seat without assistance

High Wheelchair Long Wheelchair Electric Wheelchair

Power Scooter Walker (foldable) Cane

Crutches Guide Dog Oxygen

APPLICANT AGREEMENT AND RELEASE

I agree that, if I am certified for GoGeo Limited Paratransit Service, I will pay the exact fare, if required, for each trip. I agree to notify the office of any changes in my status which may affect my eligibility to use the service. I also understand that failure to adhere to the policies and procedures will be grounds for revoking my application and the right to participate in the program.

I understand and agree to hold GoGeo harmless against all claims or liability for damages to any person, property, or personal injury occurring as a result of my failure to equip or maintain the safety of the adaptive equipment or certified guide/service animal that I require for mobility. I have read and fully understand the conditions for service outlined in the Rider's Guide and agree to abide by them.

I hereby authorize the release of verification of information and any additional information to GoGeo for the purpose of evaluating my eligibility to participate in the Program.

I certify that the information provided in this application is true and correct.

Signature

Date

If someone assisted you in completing this application, please provide their information and their signature below.

NAME: _____ DAYTIME PHONE #: _____

ADDRESS:

Street _____ Apt. # _____

City _____ State _____ Zip _____

Signature

Date

An Eligibility Specialist will review your application and may ask you additional questions. You may also be required to participate in an assessment in the community so we can further evaluate your functional abilities.

Health Care Professional Verification of Eligibility

ALL INFORMATION FOR VERIFICATION OF ELIGIBILITY MUST BE FILLED IN BY A QUALIFIED HEALTH CARE PROFESSIONAL.

PERSON COMPLETING
VERIFICATION: _____

PROFESSIONAL TITLE: _____

AGENCY AFFILIATION: _____

STATE OF TEXAS CERTIFICATION ID# _____

BUSINESS ADDRESS: _____
Street Ste. #

City State Zip

BUSINESS PHONE NUMBER _____

What is the medical diagnosis that causes the disability?

Is this condition: Temporary_____ Permanent_____

If temporary, what is the expected duration? _____

Dates of Duration

I verify that the information provided above for verification is true and correct to the best of my knowledge.

Signature of Qualified Professional

Date

Exhibit B – Rates

FY23 Service

C1- Limited Paratransit and Senior Service Hours – One Vehicle

| Description | Estimated Annual Hours | Hourly Operating Rate | Total Estimated Cost of Service | Section 5307 Funds | Local Funding from Georgetown |
|--|-------------------------------|------------------------------|--|---------------------------|--------------------------------------|
| Limited Paratransit and Senior Service Hours – Based on one vehicle (partially funded by 5307) | 3,188 | \$90.30 | \$287,877 | \$115,151 | \$172,726 |

C2 - Limited Paratransit and Senior Service Hours – Second Vehicle

| Description | Estimated Annual Hours | Hourly Operating Rate | Total Estimated Cost of Service | Section 5307 Funds | Local Funding from Georgetown |
|---|-------------------------------|------------------------------|--|---------------------------|--------------------------------------|
| Limited Paratransit and Senior Service Hours – Based on second vehicle (partially funded by 5307) | 3,188 | \$90.30 | \$287,877 | \$115,151 | \$172,726 |

C3 – Totals

| Description | Estimated Annual Hours | Hourly Operating Rate | Total Estimated Cost of Service | Section 5307 Funds | Local Funding from Georgetown |
|--------------------|------------------------|-----------------------|---------------------------------|--------------------|-------------------------------|
| Total FY23 Service | 6,376 | \$90.30 | \$575,753 | \$230,301 | \$345,452 |

Exhibit C - Insurance

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

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.

Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with limits of One Hundred Thousand Dollars (\$100,000) and Three Hundred Thousand Dollars (\$300,000) Combined Single Limit of Liability as per Texas Tort Claims Act.

Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars \$1,000,000.

If CapMetro is using a Third Party Service Provider to provide insurance, such Third Party Service Provider will carry:

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

| | |
|---|-------------|
| Each Occurrence Limit | \$1,000,000 |
| Damage to Rented Premises | \$ 50,000 |
| Medical Expenses (any one person) | \$ 50,000 |
| Personal & Advertising Injury | \$1,000,000 |
| General Aggregate | \$5,000,000 |
| Products - Completed Operations Aggregate | \$1,000,000 |

2. Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$5,000,000 Combined Single Limit Bodily Injury and Property Damage or an umbrella policy with these same limits.

3. Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars \$1,000,000.