

**Interlocal Agreement
By and Between
Capital Metropolitan Transportation Authority and the City of Pflugerville**

This Agreement ("Agreement") is entered into by and between Capital Metropolitan Transportation Authority ("Capital Metro"), a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code, and the City of Pflugerville ("City"), a Texas municipal corporation and political subdivision of the State of Texas, each individually referred to as "Party" and collectively referred to as "Parties".

I. Recitals

WHEREAS, Capital Metro's mission is to connect people, jobs, and communities by providing high quality and sustainable transportation choices for communities in its service area;

WHEREAS, the City is not a participating member of the Capital Metro service area;

WHEREAS, Capital Metro's Board of Directors approved a Service Expansion Policy on April 23, 2014 which allows Capital Metro to partner with cities in the Greater Austin Area that are not currently a part of the Capital Metro service area to access federal funds under 49 USC 5307 (Section 5307);

WHEREAS, Section 5307 funding is made available to designated recipients that are public bodies with the legal authority to receive and dispense federal funds;

WHEREAS, Capital Metro is a "Designated Recipient" with legal authority to dispense federal funds;

WHEREAS, the City, as of Census 2010, was designated a part of the Austin Urbanized Area, thereby making the City eligible to receive eligible Section 5307 funds from Capital Metro;

WHEREAS, the Service Expansion Policy requires that jurisdictions seeking Section 5307 funds prepare a three year Transit Development Plan ("TDP"), to identify transit needs, analyze service options and financing, and provide recommendations for transit services;

WHEREAS, the City seeks Section 5307 funds as a non-member jurisdiction to develop a three year TDP to identify transit needs, analyze service options and financing, and provide recommendations for transportation services;

WHEREAS, the Parties desire to define their roles and responsibilities for the administration of Section 5307 funds; and,

WHEREAS, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

NOW, THEREFORE, in consideration of mutual promises, covenants, obligations, and benefits contained herein and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions stated herein as evidenced by the signatures of their respected duly authorized representatives below.

II. Terms and Conditions

1. Statement of Services to be Performed:

- A. Capital Metro will develop a TDP for the City of Pflugerville ("Services").
- B. The TDP shall be developed in compliance with the requirement of Capital Metro's Service Expansion Policy.

2. Term of the Agreement:

This Agreement shall begin on November 1, 2015 and terminate the earlier of: (i) September 30, 2016 or (ii) when the total funds used equals \$85,024, as set forth in Exhibit "A," attached and incorporated herein for all purposes.

3. Financial Terms:

Consistent with federal funding practice, the Parties will receive Federal Transit Administration's ("FTA") allocated funding for the Austin Urbanized Area, disbursed by population and population density distributed as formula funds under the Section 5307 program, with Capital Metro being considered the "Designated Recipient" and with the City being considered a "Sub-recipient" for purposes of compliance with federal contracting requirements, including the provisions of FTA Circular 4220.1F and any other applicable federal contracting requirements."

- A. Capital Metro will provide Section 5307 funding for 80% of the cost for the Services (\$68,019), as set forth in Exhibit A.
- B. The City will provide local funding for 20% of the cost for the Services (\$17,005), as set forth in Exhibit A.

4. Statement of Services to be Performed:

Capital Metro will provide the following services as more described set forth in Exhibit "A":

Develop a three (3) year Transit Development Plan ("TDP") for the City of Pflugerville with the support of the Capital Metro General Planning Consultant ("GPC") as outlined in Exhibit "B." The TDP will provide practical guidance to the City of Pflugerville to facilitate future transit service decisions. City of Pflugerville staff will be included in all aspects of the project.

Major elements of TDP will include:

- 1. Creation of a Project Steering Committee
- 2. Public involvement and outreach
- 3. A performance and situational appraisal
- 4. Development of mission and goals
- 5. Development and evaluation of alternatives
- 6. Development of a three year (3) implementation program
- 7. A review of the program's relationship to other plans
- 8. TDP report and executive summary

5. Payment Terms:

For performance of the Services the City will pay Capital Metro the sum of \$17,005 (its' local share of formula funds) upon invoice. Capital Metro will invoice the City at least quarterly for Services rendered to date based on amounts billed Capital Metro by the GPC at the rates set forth in Exhibit "B." The City will pay such invoices in accordance with the Texas Prompt Payment Act.

6. General Provisions:

A. Default. A party shall be in default under the Agreement if it fails to fully, timely and faithfully perform any of its material obligations under the Agreement.

B. Notices. Any notice required or permitted to be delivered under this Agreement shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to be served, at the addresses set forth above. Notice given in 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.

The City:

P.O. Box 589

Pflugerville, TX 78691

Attn: Brandon Wade, City Manager

With Copy to:

P.O. Box 589

Pflugerville, TX 78691

Attn: George Hyde, City Attorney

Capital Metro:

2910 E. Fifth Street

Austin, TX 78702

Attn: Kerri L. Butcher, Chief Counsel

With Copy to:

2910 E. Fifth Street

Austin, TX 78702

Attn: Michelle Meaux, Regional Coordination Planner

C. Good Faith. The Parties agree to work together at all times in good faith, meet regularly, and keep each other informed as to activities of the other, and maintain at all times formal representatives to serve as points of contact for communications.

D. Alteration. This Agreement may not be altered, amended, or modified except with written agreement from all of the Parties.

E. Cost for Preparation. Each Party will be responsible for all costs and expenses associated with the preparation and adoption of this Agreement, the preparation and adoption of a joint development agreement, and future actions related thereto.

F. Amendments. The City's City Manager and Capital Metro's President/CEO will have the authority to negotiate and execute amendments to this Agreement without further action by the Pflugerville City Council or the Capital Metro Board of Directors, to the extent necessary to implement and further the clear intent of the respective governing bodies, but not in such a way as would constitute a substantive modification of the Agreement's terms and conditions 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 each party's governing body.

G. Counterpart Agreements. This Agreement may be executed in multiple counterparts which, taken together, will collectively constitute a single agreement, but in making proof of such agreement, it will not be necessary to account for more than one such counterpart.

H. Venue and Applicable Law. This Agreement will be performed and enforced in Travis County, Texas, and will be construed in accordance with the laws of the State of Texas. Venue with respect to all disputes will reside with the district courts of Travis County, Texas. All rules, regulations, and other requirements imposed by local, state, or federal law apply to the performance of the Parties under this Agreement.

I. Force Majeure. Except as otherwise provided, no party is liable to the other parties for any delay in, or failure of performance, of a requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the control of the party asserting a force majeure claim, that by exercise or due foresight, such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. A party must inform the other parties in writing with proof of receipt within three business days of the existence of such force majeure.

J. Severability. Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such 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 construed as severable from the remainder of this

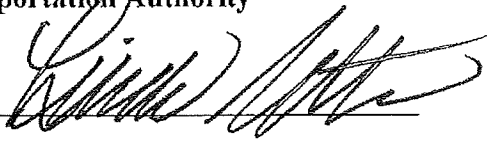
Agreement and shall not affect the validity of all other provisions of this Agreement, which shall remain of full force and effect.

K. 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.

L. Entire Agreement. This Agreement constitutes the entire agreement of the Parties. No other agreement, statement, or promise that is not contained in this Agreement shall be binding except by subsequent written amendment to this Agreement signed by the Parties. The Recitals contained in this Agreement are incorporated herein for all purposes.

III. Signatories

Capital Metropolitan
Transportation Authority

By: 

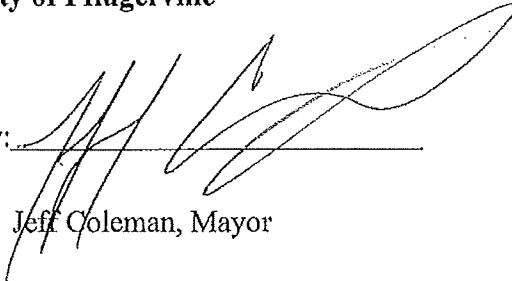
Linda S. Watson, President/CEO

Date: 10/29/15

Approved as to form:


CMTA Legal

City of Pflugerville

By: 

Jeff Coleman, Mayor

Date: 10-19-15

Approved as to form:

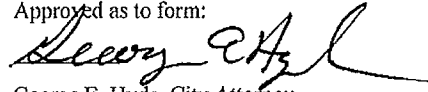

George E. Hyde, City Attorney
Denton Navarro Rocha Bernal Hyde & Zech, P.C.

Exhibit "A"

TDP Funding	
Section 5307 Funds (80%)	\$68,019
Local Funds (20%)	\$17,005
Total Funds (100%)	\$85,024



**Contract # 130231 – URS
General Planning Consultant Services**

**TASK ORDER #21
PFLUGERVILLE TRANSIT DEVELOPMENT PLAN (TDP)
SCOPE OF WORK**

In response to the request for proposal on the Pflugerville Transit Development Plan (TDP) for the City of Pflugerville, TX and Capital Metropolitan Transportation Authority (Capital Metro), URS has prepared the following scope of work. The total fee for this scope of work is \$85,023.95. This Task Order will extend to April 30, 2016.

BACKGROUND

Capital Metro requires the support of the General Planning Consultant (GPC) to complete a three-year (3) Transit Development Plan (TDP) for the City of Pflugerville, Texas. Pflugerville is a community of approximately 53,752 residents that is located northeast of Austin in Travis County. There is no local fixed route service in the City at the present time.

The overall intent of this plan is to produce a useful and supportive document that can provide practical guidance to the City of Pflugerville to facilitate future transit service decisions.

Major elements of plan development will include:

1. Creation of a Project Steering Committee
2. Public involvement and outreach
3. A performance and situational appraisal
4. Development of mission and goals
5. Development and evaluation of alternatives
6. Development of a three-year (3) implementation program
7. A review of the program's relationship to other plans
8. TDP report and executive summary

SCOPE OF WORK

Task 1 Project Steering Committee

Development of the plan will be guided by a Project Steering Committee consisting, at minimum, of representatives of URS, representatives of the City of Pflugerville, representatives of Capital Metro, and the Capital Metro Project Manager, Michelle Meaux. The committee will provide input to URS and will review plan drafts. URS will be responsible for coordinating meetings of the committee, providing meeting materials and meeting summaries. URS (up to two staff members) will attend a minimum of four meetings with the Project Steering Committee, plus additional time as may be required to complete the plan (public outreach, etc.). Additionally, URS will confer with the Project Manager and/or Steering Committee as needed to report progress and clarify any other issues that may arise.

Deliverables

- Agendas and Meeting Minutes for up to four (4) meetings

Task 2 Public Involvement and Outreach

The TDP preparation process will include a public involvement and outreach program. Community input is critical to the transit planning process. URS will develop a public involvement plan for implementation

throughout the TDP process. The Public Involvement Plan will include a description of the planned public involvement activities, resources needed to implement those activities, and a schedule of activities. Capital Metro staff and City of Pflugerville staff will have the opportunity to review and provide input on the public involvement plan. URS will coordinate and provide materials for two (2) public meetings (open house format) in Pflugerville and will provide meeting summaries to the project Steering Committee. URS will work with Capital Metro and City of Pflugerville staff, as needed, to coordinate selection of meeting venues and any other necessary meeting logistics (including equipment if needed at the meeting). Two URS staff members will attend each public meeting. To enhance these public involvement activities, URS also proposes conducting up to 10 stakeholder interviews (e.g., with representatives from business groups, social services, senior center, etc.) by phone and in person and an intercept survey at two locations. URS will develop a plan website, which will include information about the plan, draft documents, and the online survey for the project.

Deliverables

- Draft and Final Public Involvement Plan (electronic copies in pdf or native files)
- One publicity notice for each public meeting (total: 2) (electronic copies in pdf or native files)
- Public meeting factsheet (pdf format to be printed by others)
- Public meeting exhibits (pdf format to be printed by others)
- One public meeting summary for each public meeting (total: 2) (electronic copies in pdf or native files)
- Ten (10) stakeholder interviews (with summaries) (electronic copies in pdf or native files)
- Intercept survey to be administered at two Pflugerville locations (electronic copies in pdf or native files)
- Website created and maintained by URS

Task 3 Performance and Situational Appraisal

The TDP is a strategic planning document and will include an appraisal of factors that affect the provision of transit service. URS will analyze the following factors:

- a) An estimation of the community's demand for transit service with supporting demographic, land use, transportation, employment, population density, and transit data. The result of the transit demand estimation process will be a three-year (3) estimate of transit ridership based on service plan and level of service expected to be offered.
- b) An assessment of regional transit activities and post Project Connect efforts in Austin, Round Rock, Hutto, Georgetown, and the Capital Metro service area within Pflugerville's extraterritorial jurisdiction (ETJ) and their relationship to Pflugerville activities. URS will use the map in **Attachment A** to define Pflugerville's city limits, ETJ, UZA boundaries and Capital Metro service area.
- c) The effects of land use, state and local transportation plans, other governmental actions and policies on transit in Pflugerville.
- d) An assessment of the extent to which the land use and urban design patterns in Pflugerville area support or hinder the efficient provision of transit service.
- e) Identification of areas for coordination with other local agencies, local communities and/or private entities.
- f) An analysis of multimodal accommodations that support transit service, such as bicycle and pedestrian facilities.

Deliverables

- Draft and Final Technical Memorandum #1 – Existing and Future Conditions (electronic copies in pdf or native files)

Task 4 Mission and Goals

Taking into consideration the findings of the previous tasks, URS will work with the City of Pflugerville and Capital Metro to develop the City of Pflugerville's vision, mission, goals, objectives and service standards to provide the foundation for a successful transit service. Transit goals should reflect a community vision for the role of transit in supporting broader community goals such as ADA accessibility, economic development, improved air quality, equal access to goods, services and activities, livable communities, etc. Objectives and performance standards should identify priority transit markets, service priorities, and design parameters incorporating service design standards.

Service design standards applicable to Pflugerville could include, but are not limited to:

- Benchmarks to guide/justify the introduction of service (minimum productivity and fare box expectations)
- Maximum walking distances to fixed route service.
- Bus stop spacing, location, and minimum bus stop design criteria.
- Passenger loads.
- Service headways.
- Recovery time.
- Timed transfers.
- Fleet specifications (capacity, standardization, fuel type/fuel capacity and the life cycle requirements).
- Demand response service performance measures.

Task 5 Develop and Evaluate Alternative Courses of Action

URS will develop and evaluate strategies and actions for achieving the city's transit goals and objectives, including the benefits and costs of each alternative. The task will identify opportunities and constraints related to transit service in the Pflugerville city limits and ETJ and an assessment of transit needs over the next three (3) years. This includes factors such as Pflugerville's extraterritorial district, which falls into the Capital Metro service area (formerly Travis County Precinct 2), but does not have service. Financial alternatives, including options for new or dedicated revenue sources shall be examined.

Deliverables:

- Draft and Final Technical Memorandum #2 –Transit Needs Assessment (electronic copies in pdf or native files)

Task 6 Three-Year (3) Implementation Program

URS will develop a three-year Transit Development Plan to identify policies and strategies for achieving the city's goals and objectives and present a program for their implementation. URS will develop a three year program that will include:

- a) Maps indicating areas to be served and the type and level of service to be provided.
- b) A monitoring program to track performance measures for ongoing service evaluation and annual National Transit Database reporting.
- c) A three-year (3) financial plan listing operating and capital expenses, a capital acquisitions or construction schedule, and anticipated revenues by source.
- d) The implementation program will include a detailed list of projects or services needed to meet the goals and objectives in the TDP, including projects for which funding may not have been identified.
- e) A format for yearly reporting of performance measures (such as average daily ridership, annual ridership, passengers per mile and per hour, cost per passenger trip, etc.) and administrative updates to the TDP.
- f) A transit marketing toolbox to help guide marketing of future service.

- g) Unconstrained recommendations beyond the three (3)-year implementation schedule that will provide the City of Pflugerville with considerations for future planning and expansion.

Deliverables:

Draft and Final Technical Memorandum #3 – Three Year Service, Financial and Implementation Plan (electronic copies in pdf or native files)

Task 7 Relationship to Other Plans

The TDP will be consistent with applicable planning efforts including, but not limited to CMTA plans, such as Project Connect North Corridor Plan, and Pflugerville plans such as the Pflugerville 2030 Comprehensive Plan (as amended to include the Master Transportation Plan), Old Town Pflugerville Vision Report, and regional transportation plans, goals, and objectives.

Old Town Vision Report: <http://www.pflugervilletx.gov/DocumentCenter/Home/View/2306>

2030 Comprehensive Plan: <http://en.calameo.com/read/00060638986bee10bbf67?editLinks=1>

Master Transportation Plan: <http://pflugervilletx.gov/DocumentCenter/View/14732>

The TDP will discuss the relationship between the three (3) year implementation program and other local TDPs in Round Rock, Hutto and Georgetown and include an explanation of how service will be integrated into the regional intermodal network of public transit service provided by Capital Metro and CARTS, including the TxDOT/Mokan Corridor, particularly south of Pecan Street, that increases connectivity, closes gaps and minimizes duplication of service. The document review and regional coordination assessment will be included in the draft and final TDP in Task 8.

Task 8 TDP Report and Executive Summary

URS will provide the Project Steering Committee with a draft report and executive summary for review. Based on comments received from the committee, URS will provide a final TDP report. Electronic copies in both MS Word and PDF formats of the final TDP report will be provided to the Project Steering Committee and the Project Manager. All analyses, maps, and project materials will also be provided to the Project Manager and the City of Pflugerville in electronic format, including ArcGIS. City of Pflugerville will retain the rights to the files for future planning and updates.

Deliverables

- Draft TDP Report and Executive Summary (electronic copies in pdf or native files)
- Final TDP Report and Executive Summary (electronic copies in pdf or native files)

Task 9 Project Management

URS believes that the key to a successful project is a project management approach that keeps our clients informed on the progress of the project. We also recognize that our clients are the experts and we must get their input and review at key milestones to ensure that we have not missed critical information.

URS will submit monthly invoices in accordance with the requirements of Capital Metro's standard procedures. These monthly invoices will contain a detailed breakdown of labor hours by job category and amount expended under work authorized each month and cumulative total to date within 5-7 working days of the month ending. Invoicing will follow the format agreed upon by both parties.

Deliverables:

Monthly invoices with progress reports

LIMITATIONS

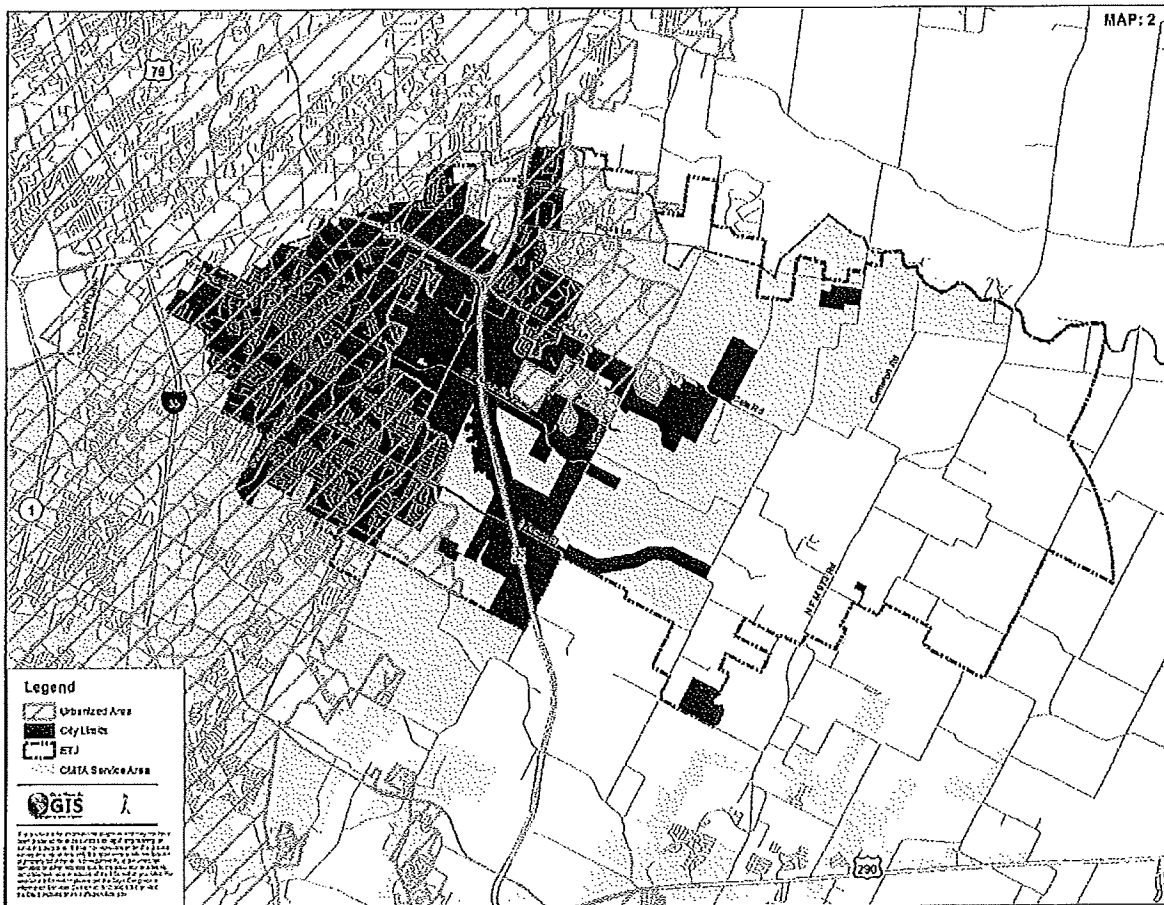
This scope of work is based on the following assumptions and those stated in the above scope:

- The anticipated schedule for the City of Pflugerville TDP is from November 1, 2015 to April 30, 2016.
- We assume that all printing will be done by CMTA.

- All deliverables will be in electronic format (pdf and native format).
- The TDP service plan will focus on local service, such as Demand Response Service, Flex Service, or Fixed Route Service and complementary ADA paratransit service. Connections to transit hubs in Austin, such as the Tech Ridge Park and Ride and the Howard Station (Red Line) and identified transit connections to Williamson County will also be evaluated.
- If more support than what has been provided in this scope of work is requested at any time, URS will notify Capital Metro Project Manager and procurement for guidance on reduction in support or additional task order authorization.

Work under this task order will be coordinated with and authorized by the Capital Metro Project Manager. No additional work shall be performed prior to having a written revised Task Order. Tasks that are anticipated to grow in scope or duration would need to be authorized under a new task order. It is assumed that not more than 611 hours would be required for the task order duration of approximately six (6) months for URS. This task can only be initiated upon email receipt of a request for services from Capital Metro. While URS will begin work with an email receipt of a request for services, URS prefers receipt of a formal written request soon thereafter.

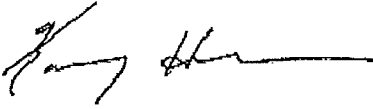
Attachment A



ADDITIONAL SERVICES

Additional services can be negotiated as needed. URS would be pleased to provide scope and cost for these items upon request from Capital Metro.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kammy Horne', with a long horizontal flourish extending to the right.

Kammy Horne
Senior Program Manager

URS Corporation
P.O. Box 201088
Austin, TX 78720-1088
9400 Amberglan Boulevard
Austin, TX 78729

