

**RESOLUTION 2018-209R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING A PUBLIC TRANSIT SYSTEM INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE CAPITAL AREA RURAL TRANSPORTATION SYSTEM; APPROVING FUNDING TO CARTS UNDER THIS AGREEMENT IN THE AMOUNT OF \$450,000.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT; AND DECLARING EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**PART 1.** The attached Public Transit System Interlocal Agreement (the "Agreement") between the City of San Marcos and the Capital Area Rural Transportation System ("CARTS") is approved.


**PART 2.** The City enters this Interlocal Cooperation Contract pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended.

**PART 3.** Approving the City's expenditure of \$450,000.00 in funding to CARTS for the term of this Agreement.


**PART 2.** The City Manager or his designee is authorized to execute the appropriate documents on behalf of the City.

**PART 3.** This resolution shall be in full force and effect immediately from and after its passage.

**ADOPTED** this the 7th day of November 2018.

  
John Thomaides  
Mayor

Attest:

  
Jamie Lee Case  
City Clerk

## **PUBLIC TRANSIT SYSTEM INTERLOCAL AGREEMENT**

### **1. Parties**

This Public Transit System Interlocal Agreement ("Agreement") is made and entered into by and between the Capital Area Rural Transportation System, a Texas Department of Transportation (TxDOT) authorized direct recipient of Urbanized Area Formula Program (Federal Transit Administration Section 5307) funding and an urban transit district created under Chapter 458 of the Texas Transportation Code ("CARTS"), and the City of San Marcos, Texas, the principal city of the San Marcos Urbanized Area (hereafter defined) and a Texas municipal corporation (the "City"), to be effective as of October 1, 2018. This Agreement is authorized and governed by the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791, specifically Section 791.011 regarding contracts to perform governmental functions and services. As used in this Agreement, the term "San Marcos Urbanized Area" shall mean the geographic area depicted on the map attached hereto as Attachment 2 and made a part hereof. On August 22, 2018 the City Council of San Marcos declared through resolution the intent to become the Direct Recipient of Urbanized Area Formula Program (Federal Transit Administration Section 5307) funds for the San Marcos urbanized area.

### **2. Term**

The term of this Agreement will commence October 1, 2018 and will end September 30, 2019. CARTS' performance under this Agreement will be contingent upon its continued receipt of state and federal funding to operate the System.

After September 30, 2019, Transit Operations under this Agreement may continue in full force and effect on a month-to-month basis on the same terms and conditions as are recited herein, except that responsibility for compliance with all administrative and regulatory requirements that are applicable to the Direct Recipient of FTA 5307 funds will be assumed by the City as the Direct Recipient.

### **3. Transit System Services**

CARTS shall plan, operate and maintain a public transit system (the "System") within the San Marcos Urbanized Area in accordance with this Agreement and all federal requirements applicable to CARTS as a direct recipient of FTA Section 5307 funds and an FTA grantee or sub-grantee of Enhanced Mobility of Seniors and Individuals with Disabilities Program (FTA Section 5310) and Bus and Bus Facilities Program (FTA Section 5339) funds. In addition to the requirements and responsibilities identified in FTA Circular 9030.1E, Urbanized Area Formula Program, dated January 16, 2014, CARTS shall be responsible for establishing a program of projects including public participation, programming projects in the Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP) and Unified Planning Work Program (UPWP) and creating a policy for raising fares or implementing major service reduction including public participation. CARTS and City staff will coordinate the transfer of roles and responsibilities during the transition from CARTS to the City, as the authorized direct recipient for the San Marcos urbanized area, to include official concurrence support to the Texas Department

of Transportation – Public Transportation Division and the Federal Transit Administration.

The System services shall include fixed route bus service with complementary Americans with Disabilities Act paratransit service.

In consultation with the City, CARTS shall adhere to the existing Comprehensive Public Transit Plan, the Finance and Implementation Strategy, the Title VI of the Civil Rights Act of 1964 Program, the Disadvantaged Business Enterprise (DBE) Program and the Complementary ADA Paratransit Plan for FY 2019 in accordance with all federal requirements applicable to CARTS as a direct recipient of FTA Section 5307 funds and an FTA grantee or sub-grantee of FTA Section 5310 and FTA Section 5339 funds. In addition, CARTS will participate in reviewing plans for development projects, which may increase transit use, and meetings with Texas State University to coordinate ongoing operations between the System and the Bobcat Shuttle.

#### **4. Funding for Services**

**a. Payments by the City.** In addition to the appropriation of FTA Section 5307 funds and the award of state urbanized area funds, the City will pay CARTS an amount equal to \$450,000.00 (the “funds”) during the term of this Agreement towards the cost of planning, operating and maintaining the System. Amounts paid by the City in any subsequent years shall be as provided under the terms of such written agreement. The cost of operating the System includes Planning Expenses, Capital Expenses, Operating Expenses and Project Administrative Expenses (eligible expenses) as those terms are described in FTA Circular 9030.1E, Urbanized Area Formula Program, dated January 16, 2014 or successor provision. Payments to CARTS will be made on a monthly basis upon submission by CARTS to the City of an invoice for 1/12<sup>th</sup> of the funds on or before the 15<sup>th</sup> day of each month accompanied by a report of the previous month’s eligible expenses attributable to the operation and administration of the System to which such payment will be applied.

**b. Payments by CARTS.** CARTS will reimburse the City for eligible expenses as described in FTA Circular 9030.1E, Urbanized Area Formula Program, dated January 16, 2014 or successor provision. The City and CARTS will develop a mutually agreeable process for reimbursement, including timing of submissions, required accompanying information and timing of payment.

**c. Annual Budget.** CARTS, in consultation with designated City staff, will participate in the City’s annual budget process. CARTS will provide City staff with a Service Cost Per Hour, excluding capital, proposal on or before June, 1 2019 for FY 2020 fiscal planning purposes.

**d. Prompt Payment.** In accordance with Chapter 2251, Texas Government Code except as provided in Section 2251.002, payment to CARTS will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed or the date City receives a correct invoice for the goods or services, whichever is later. CARTS may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance

with Texas Government Code, Section 2251.025(b).

**e. Financial Records.** CARTS shall maintain complete and accurate financial records regarding the use of the funds to support urbanized area planning and operations in accordance with FTA Circular 5010.1E, Grant Management Requirements, dated July 21, 2017, and, at the request of the City Manager or his designee, shall make the records available for inspection and review during normal business hours.

## **5. Routes and Schedules**

The System will use the fixed routes and the fixed route schedules described on Attachment 1, hereof. The complementary ADA paratransit service shall extend a minimum of three-quarters (3/4) of a mile from the fixed route service. CARTS agrees to work with the City, the City of Martindale and Hays County, to maintain a route between San Marcos, Martindale and Redwood. Any recommendation for major service reduction shall be submitted to the City by CARTS for consideration by the City Council. CARTS shall comply with CARTS' policy for implementing major service reduction when developing a recommendation to the City for major service reduction.

It is recognized that it is the goal of the City and CARTS to move as many demand response customers as is practicable to fixed route service. CARTS agrees to work to reduce the need for demand service in consultation with the City.

## **6. Fares**

CARTS shall recommend fare increases to the City for consideration by the City Council. CARTS shall comply with CARTS' policy for raising fares when developing a recommendation to the City for fare increases.

## **7. Vehicles**

CARTS will use vehicles appropriate to the operation of the System. Such vehicles shall be maintained in good working order and in a clean and sanitary condition.

CARTS may use other non-conforming buses or vehicles in operating the System only in a temporary back-up capacity when the other vehicles are unavailable due to repair or maintenance requirements.

## **8. Shelters, Signage and Transfer Center**

CARTS currently operates a central transfer center and a network of bus stops and shelters in connection with the operation of the System. CARTS may change, add and/or delete bus stops or shelter locations as necessary to meet route changes and/or service requirements in the operation of the System with the written approval of the City Manager or his or her designee, which approval shall not be unreasonably withheld, conditioned or delayed.

1. Services. Services to be provided are as follows:

- a) The City will provide equipment, labor and materials necessary for the installation and maintenance of transit system signage, shelters, trash cans and benches. The City will not be responsible for providing signs, poles, shelters, trash cans or benches.
- b) CARTS will provide the City with all replacement signs, poles, shelters, trash cans or benches.

2. Compensation.

CARTS will pay the City for the actual cost of the installation and maintenance work performed by the City plus an additional ten percent on each invoice as an administrative fee. Payment will be made to the City within 30 days of CARTS' receipt of an invoice from the City.

CARTS and the City agree that no advertising shall be permitted on bus stop or shelter facilities and improvements.

9. System and Program Administration.

CARTS is solely responsible for the administration of the System and the Urbanized Area Formula Program for San Marcos Urbanized Area including compliance with FTA Circulars 9030.1E and 5010.1E including Certifications and Assurances, Master Agreement, Transit Award Management System (TrAMS), Electronic Clearing House Operation (ECHO) and National Transit Database (NTD).

10. Customer Service

**a. Customer Service Ride Line.** CARTS shall maintain a customer service ride line using local or toll free telephone numbers staffed with one or more live operators during regular hours of service for the receipt of System related inquiries, complaints or other communications. In addition, CARTS will provide for voice mail receipt of after-hours System related inquiries, complaints or communications. CARTS shall post notice of such telephone numbers in conspicuous locations within its facilities in the City and within any buses or trolleys operating in the System. CARTS shall respond promptly and courteously to, investigate and, using good faith efforts, attempt to resolve all complaints, inquiries and communications it receives.

**b. Complaint Reports.** CARTS shall keep a record of the dates and times complaints are received and the dates and times the complaints are resolved by CARTS (or if not resolved, the good faith efforts used to attempt to resolve the complaint) and provide such record to the City Manager on a quarterly basis during the term of the Agreement.

11. Performance Reports

On or before the 15<sup>th</sup> day of the month immediately following each month for which services are provided and an invoice is submitted by CARTS under this Agreement, CARTS shall submit data covering CARTS' operation of the System during the preceding month, the content and format of which will be mutually agreed upon by CARTS and the City.

**12. Audit**

CARTS agrees to maintain accounts and records for all costs of operation of the System separate from all rural operations, and CARTS agrees to provide the City with its annual audit of its finances, which is prepared by a certified public accountant for the period of the Agreement on or before April 1, 2019.

**13. Waiver of Franchise Fees**

The City, as part of its consideration for this Agreement, waives any franchise fees it is authorized to impose upon CARTS for the operation of the System upon the public streets of the City.

**14. Insurance**

CARTS agrees to maintain in full force and effect all forms of insurance required by applicable local, state and federal regulatory authorities in at least the minimum amounts prescribed by those authorities. CARTS shall furnish written certificates of such coverage to the City annually. The limits of any such insurance shall not limit the obligation of CARTS under Section 15 below.

**15. Indemnity**

CARTS agrees, to the extent permitted by applicable law, to hold harmless, indemnify, and defend the City, its officers and employees from and against all claims for property damage, injuries and death arising out of or connected with CARTS' performance under this Agreement.

**16. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Texas, and mandatory venue for any legal dispute under this Agreement is in the State court in Hays County, Texas having jurisdiction over the dispute.

**17. Notices**

Notices and approvals under this agreement are to be delivered personally, mailed by certified mail, or transmitted by confirmed facsimile to the recipient at the following addresses:

CARTS:

City of San Marcos:

General Manager  
5300 Tucker Hill Lane  
Cedar Creek, TX 78612  
Fax (512) 478-1110

City Manager  
630 E. Hopkins  
San Marcos, TX 78666  
Fax (512) 396-4656

Each party will notify the other of any changes in this address information.

## **18. Termination**

Either party may declare a default under this Agreement if the other party fails to comply with any of the terms of this Agreement. If one party determines that the other party is in default of this Agreement, the non-defaulting party will notify the defaulting party in writing of such default, and if the default is not cured within 30 days from the date of the notice, then the non-defaulting party may terminate this Agreement upon written notice. Either party may exercise its remedies for default in conjunction with one another or separately, and together with any other statutory or common law remedies available to such party. Any failure by the non-defaulting party to enforce this Agreement with respect to one or more defaults by the defaulting party will not waive the non-defaulting party's ability to enforce the Agreement after that time.

The City may terminate this Agreement for any reason by providing six months' advance written notice of termination to CARTS. If the City terminates for any reason other than a default by CARTS, CARTS shall be entitled to receive payments for expenses reasonably incurred in operating the System and winding down through the termination date stated in the notice. CARTS may terminate this Agreement for any reason by providing six months' advance written notice of termination to the City. CARTS shall be entitled to receive payments for expenses reasonably incurred in operating the System and winding down through the termination date stated in the notice.

## **19. Miscellaneous**

**a. Compliance with Laws.** In carrying out its obligations under this Agreement, CARTS shall comply with all applicable state, federal and local transportation, safety and other laws, rules, regulations.

**b. Entire Agreement.** This Agreement is the entire agreement of the parties on this subject matter, and may be amended only by a written document executed by the authorized representatives of the parties.

**c. Severability.** If any part of this Agreement is determined to be invalid by a court or regulatory authority of competent jurisdiction, the rest of the agreement remains in effect unless contrary to the manifest intent of the parties.

**d. Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other party.

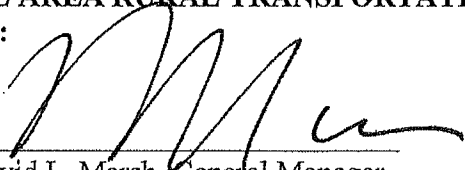
**e. Current Revenues.** The parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from current lawfully appropriated

revenues available to the paying party.

EXECUTED and to be effective as of the 1<sup>st</sup> day of October, 2018.

**CAPITAL AREA RURAL TRANSPORTATION  
SYSTEM:**

By:

  
David L. Marsh, General Manager


ATTEST:

By:

DAVID MARSH  
Printed Name/Title

**CITY OF SAN MARCOS:**

By:

  
Bert Lumbreyas, City Manager

ATTEST:

By:

  
Jamie Lee Case, City Clerk



**ATTACHMENT 1**





The CARTS District  
For more information  
512/805-7433  
RIDE.CARTS.COM  
SMTXTHEBUS.COM

# STOPS & INFO

## WELCOME ABOARD THE BUS

# THE BUS

THE BUS operates on a regular fixed route time schedule. The driver will follow all routes with a designated number and color is indicated on the map. The driver will follow the routes with the timetables for major designated stops on each of the routes. We suggest you arrive at the bus stop 5 to 10 minutes early. Drivers will announce major stops. You may signal the operator to stop when the bus is approximately one block from your destination.

### BIENVENIDO A BORDO DEL AUTOBÚS!

THE BUS opera en un horario de regular de ruta fija. El mapa de todas las rutas está designado con números y color junto con los horarios de las paradas de cada una de las rutas. Sugerimos que llegue a la parada del autobús 5 a 10 minutos antes. Los conductores anunciarán las paradas más importantes. Es posible indicar al operador detener cuando el autobús está a una cuadra de su destino.

## SAN MARCOS STATION

The San Marcos Station also provides connections for passengers and freight shipments on CARTS. Interurban and Greyhound bus lines. You can purchase daily passes and pick up eligibility forms for ADA paratransit service and reduced fares at the Station.

La estación de San Marcos también proporciona conexiones para los pasajeros y el transporte de carga en carros interurbano y líneas de autobuses. En esta estación puede comprar los pases diarios y recoger los formularios de elegibilidad para el servicio de paratransporte ADA y tarifas reducidas en la estación.

## BIKES / BICICLETAS

All buses are equipped with two-bike racks. Bikes must be secured with the proper technique. Please be prepared to lock up your bike in a safe and secure location.

Todos los autobuses están equipados con portabicicletas. No siempre habrá lugar para su bicicleta así que por favor este listo para guardar seguramente su bicicleta en otra ubicación.

## FARES / TARIFAS

\$1.00	One-Way	\$1.00	One-Way
\$2.00	Daily Pass (ride all day no transfers needed)	\$2.00	Pase Diario (viale todo el día sin transferencias)
\$30.00	Monthly Pass	\$30.00	Pase Mensual
\$15.00	Reduced Monthly Pass (for ADA eligible passengers)	\$15.00	Pase Mensual Reducido (pasajeros elegibles)

Drivers will not make change. Escorted children 5 and under ride for free.

Conductores no hacen cambio. Niños acompañados menores de 5 años viajan gratis.

## San Marcos Station

338 S. Guadalupe  
San Marcos, TX  
512/805-RIDE (7433)  
RIDE.CARTS.COM

# CARTS

Capital Area Rural Transportation System

## HOURS OF OPERATION

THE BUS provides service Monday through Friday, 7am to 8pm year round, except Holidays.

## HORAS DE OPERACION

EL BUS proporciona el servicio de lunes a viernes, de 7am a 8pm todo el año, excepto festivos.

SMTXTHEBUS.COM

## PARATRANSIT/PARATRANSITO

All fixed route buses are accessible for persons with disabilities. Our ADA paratransit curb-to-curb service is available for individuals with disabilities and senior citizens 65 and older. For eligibility information call 512-805-7433.

Rutas fijas son accesibles para personas con discapacidades. Nuestro servicio de ADA paratransito de acera a acera es disponible para personas discapacitadas y mayores de 65 años. Para información sobre elegibilidad llame a 512-805-7433.

## HOURS OF OPERATION

THE BUS provides service Monday through Friday, 7am to 8pm year round, except Holidays.

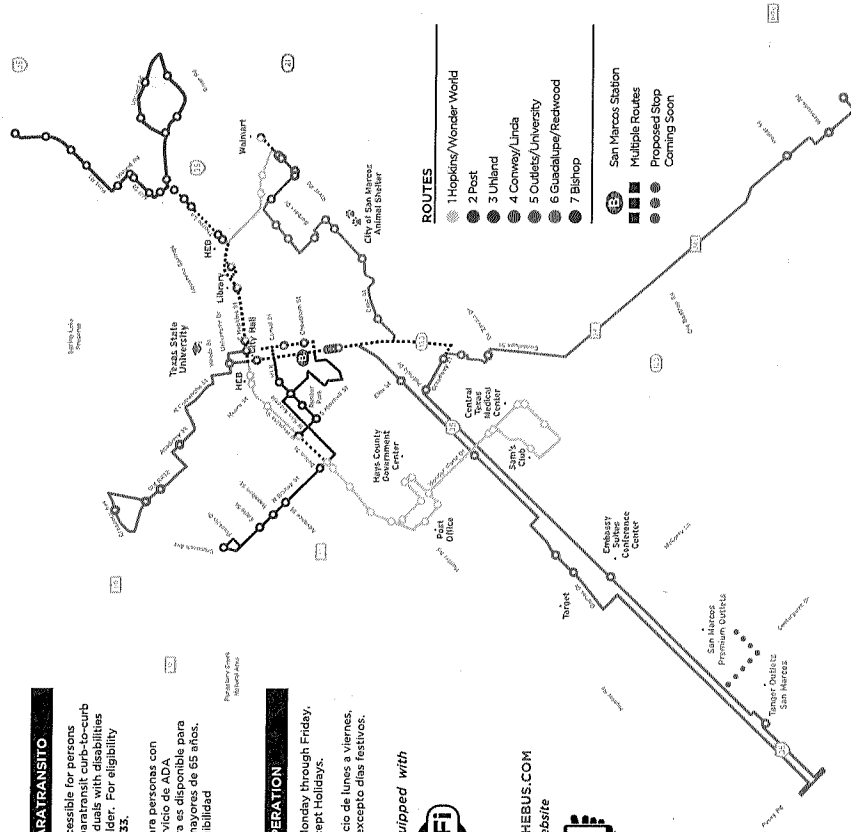
EL BUS proporciona el servicio de lunes a viernes, de 7am a 8pm todo el año, excepto días festivos.

All buses are equipped with



MYRIDE.SMTXTHEBUS.COM

Mobile Website



**ATTACHMENT 2**

# San Marcos Urbanized Area - Transit



Community Services Department: 10/4/2016

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of project boundaries.

Document Path: A:\Maps\MARC\_MXD\2016 Transit\MXD\2016 004 UZA\_CityLimit1x11.mxd