RESOLUTION NO. R-2018-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS AND CAPITAL AREA RURAL TRANSPORTATION SYSTEM TO PROVIDE AFFORDABLE PUBLIC TRANSPORTATION SERVICES AND PARTICIPATE IN FUNDING FOR AND PROVISIONS OF THOSE CERTAIN TRANSPORTATION SERVICES IN THE AMOUNT OF TWENTY-THOUSAND AND 00/100 DOLLARS ($20,000.00), AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas and Capital Area Rural Transportation System (CARTS) wish to enter into an interlocal agreement as authorized and governed by Chapter 791 of the Texas Government Code; and

WHEREAS, CARTS and City are entities with statutory authority to enter into this Agreement, and have each entered into this Agreement by the action of their respective governing bodies in the appropriate manner prescribed by law; and

WHEREAS, CARTS and City have determined that it is in their mutual best interest and in the best interest of the public for the parties to provide certain affordable public transportation services, and further find that this Agreement will increase the efficiency and effectiveness of the parties’ provision of those certain public transportation services; and

WHEREAS, CARTS and City desire to continue to participate in the funding for and provision of those certain public transportation services; and

WHEREAS, Multi-Modal Mobility, defined as improved mobility for all modes of transit to integrate the community through connectivity, is one (1) of Council’s focus areas supporting the implementation of the City’s Vision and Mission Statements; and

WHEREAS, thanks to a great partnership with CARTS, Bastrop can offer mass transit as a transportation option.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1. The City Manager is hereby authorized to execute the Interlocal Agreement, which is attached as Exhibit A, as well as all other necessary documents.

Section 2. The City of Bastrop will issue a check in the amount of $20,000.00 for the FY 2018 payment supporting CARTS.

Section 3. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
Section 4. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of September 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney
INTERLOCAL AGREEMENT BETWEEN THE CITY OF BASTROP
AND CAPITAL AREA RURAL TRANSPORTATION SYSTEM

This INTERLOCAL AGREEMENT (this “Agreement”) is made and entered by and
between the CAPITAL AREA RURAL TRANSPORTATION SYSTEM (“CARTS”), a rural
transit district and political subdivision organized under Chapter 458 of the Texas Transportation
Code, and the CITY OF BASTROP, TEXAS (the “City”), a home-rule municipality and political
subdivision of the State of Texas.

RECITALS

WHEREAS, this Agreement is an interlocal agreement authorized and governed by
Chapter 791 of the Texas Government Code; and

WHEREAS, CARTS and City are entities with statutory authority to enter into this
Agreement, and have each entered into this Agreement by the action of their respective governing
bodies in the appropriate manner prescribed by law; and

WHEREAS, CARTS and City have determined that it is in their mutual best interest and
in the best interest of the public for the parties to provide certain affordable public transportation
services, and further find that this Agreement will increase the efficiency and effectiveness of the
parties’ provision of those certain public transportation services; and

WHEREAS, CARTS and City desire to continue to participate in the funding for and
provision of those certain public transportation services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements
herein contained, the parties hereto agree as follows:

I.
FINDINGS

1.1 Recitals Incorporated. The recitals set forth above and herein are true and correct,
and such recitals are incorporated herein for all purposes.

1.2 Effective Date. This Agreement will be effective on the latest date of execution
by the parties hereto (the “Effective Date”).

1.3 Current Revenue Provision. All monies paid by the parties under this Agreement
shall be paid from current revenues available to the paying party.

1.4 Allowable Public Purpose. CARTS and City agree that CARTS, through its
services, accomplishes a public purpose that benefits City. City agrees that the services provided
by CARTS are services which City would provide, absent this Agreement, within the parameters
and under the conditions otherwise placed upon City.
II.

TERM

The term of this Agreement shall be for the period commencing on the Effective Date and ending on September 30, 2023, unless terminated earlier in accordance with applicable provisions herein. After September 30, 2023, this Agreement may continue in full force and effect on a month-to-month basis, on the same terms and conditions as are set forth herein, only upon the express written mutual agreement of the parties.

III.

SERVICES TO BE PROVIDED BY CARTS

CARTS agrees to continue to provide its existing services to City as described on Exhibit "A" attached hereto and made a part hereof, being general public transportation for residents of City, with emphasis on the elderly and disabled per its published schedule for the City of Bastrop. In addition, CARTS will work with City to develop and implement a comprehensive transit plan to serve the City and meet Council’s commitment to Multi-Modal transportation in the future.

IV.

PAYMENT BY CITY FOR SERVICES

For CARTS’ performance of services under this Agreement, City agrees to pay CARTS the lump sum amount of Twenty Thousand and No/100 Dollars ($20,000.00). The schedule for City’s payment of the lump sum amount under this Agreement shall be mutually agreed to by CARTS and City.

V.

TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days’ prior written notice to the other party. If one party determines that the other party is in default under this Agreement, the non-defaulting party will notify the defaulting party in writing of such default, and if the default is not cured within thirty (30) days from the date of such notice, then the non-defaulting party may, in addition to any other remedies available to such party at law or in equity, terminate this Agreement upon written notice. 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 this Agreement after that time. Upon termination of this Agreement pursuant to this Article V, all obligations of the parties under this Agreement shall cease and City shall only be required to pay for those services provided by CARTS up to the date of such termination.
VI.
MISCELLANEOUS

6.1 Amendment. This Agreement shall not be altered, waived, amended or extended without the parties’ prior written agreement.

6.2 Assignment. All provisions of this Agreement shall be binding upon the parties and each of their respective successors and assigns. Neither party shall assign its rights and obligations under this Agreement to any other party without the express prior written consent of the other party.

6.3 Notice. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered upon deposit in the U.S. mail, with postage prepaid, certified mail, return receipt requested, addressed to the recipient’s address as stated herein. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified.

CITY:

City of Bastrop, Texas
1311 Chestnut Street
Bastrop, Texas 78602
Attn: Lynda Humble, City Manager

CARTS:

Capital Area Rural Transportation System
Post Office Box 6050
Austin, TX 78762
Attn: David Marsh, General Manager

A party may change its address for notice by written notice to the other party as herein provided.

6.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

6.5 Prior Written Agreements. The parties acknowledge that they have entered into that certain Sign and Other Passenger Amenities Maintenance and Installation Interlocal Agreement ("Interlocal Agreement Regarding Signage"). This Agreement is without regard to any and all prior written contracts or agreements between City and CARTS regarding any other subject or matter, including without limitation the Interlocal Agreement Regarding Signage, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the parties.
6.6 **Entire Agreement.** This Agreement, and all appended documents, constitutes the entire agreement between the parties hereto regarding the subject matter hereof.

6.7 **Parties Independent Contractors.** City and CARTS are independent contractors. Except as expressly provided herein, no partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship. Except to the extent expressly provided herein, neither party has and neither party shall attempt to assert the authority to make commitments for or to bind the other party to any obligation.

6.8 **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.

6.9 **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6.10 **Headings.** The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

6.11 **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**IN WITNESS WHEREOF,** the parties have executed this Agreement by their respective undersigned duly authorized officers on the dates set forth below, to be effective as of the Effective Date.
CITY:

CITY OF BASTROP, TEXAS

By: Lynda K. Humble, City Manager

Date Signed: __________________

FOR CITY, ATTEST: FOR CITY, APPROVED AS TO FORM:

By: Ann Franklin, City Secretary By: Alan Bojorquez, City Attorney

CARTS:

CAPITAL AREA RURAL TRANSPORTATION SYSTEM

By: David L. Marsh, General Manager

Date Signed: __________________
EXHIBIT A

CARTS will provide the following turn-key bus services in the City of Bastrop on a Monday-Friday schedule subject to observed published holiday schedule.

Country Bus: Provide citizens of Bastrop access to door-to-door paratransit services as per the attached schedule for services.

Annual Service Hours: 2,675

Municipal Bus: Provide citizens of Bastrop access to deviated fixed route bus services as per the attached route map and schedule for services.

Annual Service Hours: 2,605
# CARTS Ride Line 1-512-456-RIDE (7433)

**BASTROP COUNTY**

Rides are scheduled Monday-Friday from 8:00 AM to 4:00 PM / 24 hours advance notice recommended. Local vehicles serve neighboring towns so local ride times may vary.

<table>
<thead>
<tr>
<th>Community Served</th>
<th>Destination</th>
<th>Route Day</th>
<th>Departure</th>
<th>Return</th>
<th>One-Way Fare</th>
<th>Reduced Fare*</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALUM CREEK</td>
<td>To: Bastrop</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>8:15a</td>
<td>12:00p</td>
<td>$4.00</td>
<td>$2.00</td>
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<tr>
<td></td>
<td>To: Smithville</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>10:00a</td>
<td>1:30p</td>
<td>$4.00</td>
<td>$2.00</td>
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<tr>
<td></td>
<td>Local Service</td>
<td>Monday thru Friday</td>
<td>8:00a to 4:30p</td>
<td></td>
<td>$2.00</td>
<td>$1.00</td>
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<tr>
<td></td>
<td>To: Alum Creek</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>9:30a</td>
<td>12:00p</td>
<td>$4.00</td>
<td>$2.00</td>
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<td></td>
<td>To: Hills Prairie</td>
<td>Wednesday</td>
<td>8:30a</td>
<td>1:00p</td>
<td>$4.00</td>
<td>$2.00</td>
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<tr>
<td></td>
<td>To: Lake Bastrop</td>
<td>Thursday</td>
<td>8:30a</td>
<td>1:00p</td>
<td>$4.00</td>
<td>$2.00</td>
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<td></td>
<td>To: Cedar Creek</td>
<td>Friday</td>
<td>8:30a</td>
<td>1:00p</td>
<td>$4.00</td>
<td>$2.00</td>
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<tr>
<td>COUNTY CONNECTOR</td>
<td>To: Smithville</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>9:30a</td>
<td>11:30a</td>
<td>$4.00</td>
<td>$2.00</td>
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<tr>
<td></td>
<td>To: Smithville</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>12:00p</td>
<td>2:15p</td>
<td>$4.00</td>
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<td></td>
<td>To: Smithville</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>2:30p</td>
<td>5:30p</td>
<td>$4.00</td>
<td>$2.00</td>
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<td></td>
<td>To: Elgin</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>9:30a</td>
<td>11:30a</td>
<td>$4.00</td>
<td>$2.00</td>
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<td></td>
<td>To: Elgin</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>12:00p</td>
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<td>$4.00</td>
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<tr>
<td>CEDAR CREEK</td>
<td>To: Bastrop</td>
<td>Friday</td>
<td>8:00a</td>
<td>1:30p</td>
<td>$4.00</td>
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<td></td>
<td>Local Service</td>
<td>Monday, Tuesday &amp; Thursday</td>
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<td>To: McAdoo</td>
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<td>1:30p</td>
<td>$4.00</td>
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<td></td>
<td>To: Taylor</td>
<td>1st &amp; 3rd Thursday</td>
<td>8:00a</td>
<td>1:00p</td>
<td>$6.00</td>
<td>$3.00</td>
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<td></td>
<td>To: Bastrop</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>8:15a</td>
<td>9:30a</td>
<td>$4.00</td>
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<td></td>
<td>To: Bastrop</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>11:30a</td>
<td>12:00p</td>
<td>$4.00</td>
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<tr>
<td></td>
<td>To: Smithville</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>8:15a</td>
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<td></td>
<td>To: Smithville</td>
<td>Monday, Tuesday &amp; Thursday</td>
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<td></td>
<td>To: Elgin</td>
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<td></td>
<td>To: Bastrop</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>8:30a</td>
<td>12:00p</td>
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<tr>
<td>ROCKN &amp; RED ROCK</td>
<td>To: Bastrop</td>
<td>Wednesday</td>
<td>9:30a</td>
<td>1:30p</td>
<td>$4.00</td>
<td>$2.00</td>
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<tr>
<td>SMITHVILLE</td>
<td>Local Service</td>
<td>Monday thru Thursday</td>
<td>10:00a to 3:00p</td>
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<td>$2.00</td>
<td>$1.00</td>
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<td></td>
<td>To: La Grange</td>
<td>Wednesday</td>
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<td>12:00p</td>
<td>$6.00</td>
<td>$3.00</td>
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<td></td>
<td>To: Columbus</td>
<td>Wednesday</td>
<td>9:00a</td>
<td>1:00p</td>
<td>$6.00</td>
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<td></td>
<td>To: Alum Creek</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>8:30a</td>
<td>12:30p</td>
<td>$4.00</td>
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<td></td>
<td>To: Center Union</td>
<td>Tuesday</td>
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<td>1:00p</td>
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<td></td>
<td>To: Peach Creek</td>
<td>Wednesday</td>
<td>8:30a</td>
<td>2:00p</td>
<td>$4.00</td>
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<td></td>
<td>To: String Prairie</td>
<td>Wednesday</td>
<td>8:30a</td>
<td>2:00p</td>
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<td>To: Rosanky</td>
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<td></td>
<td>To: Upton</td>
<td>Wednesday</td>
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<td>2:00p</td>
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<td></td>
<td>To: Indian Lake</td>
<td>Tuesday</td>
<td>10:00a</td>
<td>1:00p</td>
<td>$4.00</td>
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<td></td>
<td>To: Lake Thunderbird</td>
<td>Tuesday</td>
<td>10:00a</td>
<td>1:00p</td>
<td>$4.00</td>
<td>$2.00</td>
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<tr>
<td>COUNTY CONNECTOR</td>
<td>To: Bastrop</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>8:00a</td>
<td>9:30a</td>
<td>$4.00</td>
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<tr>
<td></td>
<td>To: Bastrop</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>11:30a</td>
<td>12:00p</td>
<td>$4.00</td>
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<tr>
<td></td>
<td>To: Bastrop</td>
<td>Monday, Tuesday &amp; Thursday</td>
<td>2:15p</td>
<td>3:30p</td>
<td>$4.00</td>
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<td></td>
<td>To: Elgin</td>
<td>Monday, Tuesday &amp; Thursday</td>
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<td>11:30a</td>
<td>$4.00</td>
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<td></td>
<td>To: Elgin</td>
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</table>

*More information and other services are available on the reverse side and at RideCARTS.com.*

*Reduced Fare: Seniors, Persons with Disabilities, and Children Under 12*
Rides are scheduled Monday-Friday from 8:00 AM to 4:00 PM / 24 hours advance notice recommended. Local vehicles serve neighboring towns so local ride times may vary.

Regional Transportation for the non-urbanized areas of Bastrop, Blanco, Burnet, Caldwell Fayette, Hays, Lee, Travis and Williamson counties & the San Marcos urbanized area.

CARTS delivers transportation tailored specifically for each of the one hundred and sixty-nine communities it serves. The service frequency is based on the various communities range from many times a day to once a month.

Be sure to visit the CARTS website at RideCARTS.com for updates and further route information for each community.

Curb-to-curb services reserved by phone.

Enjoy the convenience of having a CARTS bus pick you up at your home, take you to your destination, and then back home again. We will set up a time for pickup within our time slots of general availability. On your first call, we will request information to enter into your customer profile, and after that we will know you when you call.

TO SCHEDULE YOUR RIDE CALL
512-478-RIDE (7433)

Rides are scheduled Monday thru Friday, 7am to 4pm. 24-hour advance notice is recommended.

It’s that simple. CARTS can help you or someone you know who needs a ride to go shopping, city businesses, medical appointments, work, senior centers or for any other purpose.

FARES
Fares are set by zones. The CARTS customer service agent will tell you what your ride costs when you book the trip. All fares are based on a one-way trip.

<table>
<thead>
<tr>
<th>Zone</th>
<th>Full Fare</th>
<th>Half Fare</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone 1 - City</td>
<td>$2.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>Zone 2 - Intra-county</td>
<td>$4.00</td>
<td>$2.00</td>
</tr>
<tr>
<td>Zone 3 - Inter-county</td>
<td>$6.00</td>
<td>$3.00</td>
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</tbody>
</table>

*Half fares for registered CARTS customers, seniors 65 and older, persons with disabilities and children under 12.

OTHER SERVICES IN BASTROP COUNTY

INTERURBAN COACH - The Interurban Coach is a regional intercity route providing connections between Austin, Bastrop, Bertram, Burnet, Georgetown, Liberty Hill, Lockhart, Luling, Marble Falls, Round Rock, San Marcos, Taylor, Texas State University, LaGrange, Giddings, Paige, Smithville and Elgin and makes connections to Greyhound, Capital Metro and Amtrak.

THE PURPLE ROUTE - 1518 PROVIDES SERVICE MONDAY THROUGH FRIDAY FROM BASTROP INTO AUSTIN SEVERAL TIMES A DAY. THE BLUE ROUTE - 1519 PROVIDES SERVICE ON MONDAYS, WEDNESDAYS AND FRIDAYS FROM SMITHVILLE TO BASTROP WHERE IT CONNECTS WITH THE PURPLE ROUTE. THE PINK ROUTE - 1520 PROVIDES SERVICE FROM ELGIN TO AUSTIN ON TUESDAYS & THURSDAYS.

FARES $2 (LOCAL/INTRA-COUNTY) — $4 (REGIONAL-INTER-COUNTY) — $6 ALL DAY PASS

ELGIN/MANOR EXPRESS 990—BUS SERVICE FROM DOWNTOWN ELGIN WITH STOPS AT MEMORIAL PARK, MANOR,

*Reduced Fare: Seniors, Persons with Disabilities, and Children Under 12.