

AN ORDINANCE 2013-12-05-0869

**AUTHORIZING AN INTERLOCAL AGREEMENT WITH VIA METROPOLITAN TRANSIT FOR THE PURCHASE OF VIA EZ RIDER PROGRAM PASSES FOR CITY EMPLOYEES FOR A TOTAL ESTIMATED EXPENDITURE OF \$600,000.00.**

\* \* \* \* \*

**WHEREAS**, the Interlocal Cooperation Act (hereafter the “Act”) of Chapter 791 of the Texas Government Code permits local governmental entities to enter into interlocal agreements for the performance of governmental functions; and

**WHEREAS**, the City would like to enter into an interlocal agreement with VIA Metropolitan Transit (“VIA”) in order to continue the City’s participation in the VIA EZ Rider Program; and

**WHEREAS**, this interlocal agreement will only be for the limited purpose of purchasing the VIA EZ Rider Program passes for City employees; and

**WHEREAS**, these passes will be for use by City employees, for an estimated annual cost of \$200,000.00, for a total estimated amount not to exceed \$600,000.00; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee, and the Chief Financial Officer or his designee, are hereby authorized to execute an interlocal agreement with VIA Metropolitan Transit, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit I**, to continue the VIA EZ Rider Program for City employees. The terms and conditions of said agreement are hereby approved.

**SECTION 2.** The estimated annual expense is approximately \$200,000.00 in passes for total value of \$600,000.00 for the term of the Interlocal Agreement. Funds in the amount of \$200,000.00 are included in the FY 2014 General Fund Adopted Budget. Funds for the remaining portion of the Agreement are contingent upon City Council approval of the FY 2015 and FY 2016 Budgets.

**SECTION 3.** Payment not to exceed the budgeted amount is authorized and should be encumbered with a purchase order.

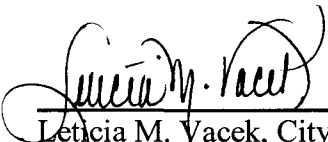
**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

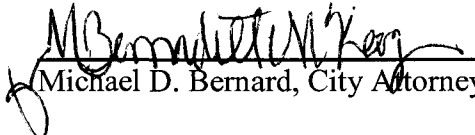
**PASSED AND APPROVED** this 5<sup>th</sup> day of December, 2013.

  
M A Y O R  
For Julián Castro

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael D. Bernard, City Attorney

<b>Agenda Item:</b>	40 ( in consent vote: 7, 8, 9, 10, 11, 12A, 12B, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 31, 32, 34, 36, 37, 38, 39, 40, 41, 42, 43A, 43B, 43C, 43D )
<b>Date:</b>	12/05/2013
<b>Time:</b>	10:02:38 AM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	An Ordinance authorizing a Interlocal Agreement with VIA Metropolitan Transit for the purchase of VIA EZ Rider Program Passes for City Employees for a total estimated expenditure of \$600,000.00. [Ben Gorzell, Chief Financial Officer; Joe Angelo, Chief Human Resources Officer]
<b>Result:</b>	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor	x					
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x			x	
Joe Krier	District 9		x				
Carlton Soules	District 10		x				

STATE OF TEXAS	§	VIA-CITY INTERLOCAL
	§	AGREEMENT FOR
COUNTY OF BEXAR	§	DOWNTOWN TRANSIT SERVICES

This VIA-CITY Interlocal Agreement ("Agreement"), is entered into by and between VIA Metropolitan Transit, a political subdivision of the State of Texas created and existing pursuant to Chapter 451 of the Texas Transportation Code, hereinafter called "VIA" and the City of San Antonio, a political subdivision of the State of Texas, acting by and through its City Manager, pursuant to Ordinance No. \_\_\_\_\_ passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 and hereinafter referred to as "CITY"; acting pursuant to authority granted under the Interlocal Cooperation Act, Tex. Gov. Code Ann. §791.00 et seq. (Vernon's 2004), as amended.

### WITNESSETH

**WHEREAS**, VIA owns and operates a Metropolitan Transit System with a service area that covers a majority of Bexar County, Texas; and

**WHEREAS**, CITY's employees work in various locations within the city limits including the downtown area; and

**WHEREAS**, CITY desires to assist its downtown employees with transportation to and from their work sites; and

**WHEREAS**, VIA is ready, willing and able to provide bus services for a set price to accommodate CITY's needs; and

**WHEREAS**, the governing bodies of VIA and the CITY believe it is in the best interest of both entities to provide these services in that it should help lesson traffic congestion, improve air quality and lead to a reduction in fuel consumption.

**NOW THEREFORE**, the Parties agree as follows

### ARTICLE I PURPOSE

1.01 The purpose of this Agreement is to establish and clarify each Party's obligations, costs, and the manner and method of payment for the provision of transportation services for CITY employees that work in the downtown area of the City of San Antonio.

### ARTICLE II TERM

2.01 The term of the contract shall commence on January 1, 2014, and shall terminate on December 31, 2014.

2.02 This Agreement may be renewed for up to two (2) one (1) year periods on the anniversary date unless either party gives the other party notice of termination no less than thirty (30) days prior to the anniversary date. Except as otherwise herein provided, renewal shall be on the same terms and conditions. To renew, it is understood that renewals shall be in writing and signed by the City Manager, without further action by the San Antonio City Council ("City

Council"). All renewals are subject to and contingent upon appropriation of funds by the City Council.

### **ARTICLE III** **SYSTEM COVERAGE**

3.01 VIA shall provide regular mainline service within its service area and shall have exclusive control over the manner and means by which this service is provided. This Agreement DOES NOT include any other transit service offered by VIA including, but not limited to, VIAtrans, Special Event Service, Starlight Service and VanPool service.

3.02 During the term of this Agreement, any change in policies, procedures or service area shall automatically be applicable to this Agreement.

3.03 Nothing agreed herein shall give CITY or its employees provided for hereunder, any claim or equity to VIA buildings or equipment now existing or acquired during this Agreement.

### **ARTICLE IV** **DESCRIPTION OF EZ RIDER PROGRAM SERVICE**

4.01 VIA agrees to and shall develop a sticker for use under this Agreement to identify the CITY employees who are authorized under this Agreement to use the EZ Ride Program. VIA agrees that these authorized CITY employees may travel on VIA regular line buses, fare free, within the VIA service area. Proper and current picture identification with a current sticker properly attached shall be required of all CITY employees to utilize this benefit. Proper and current CITY Employee picture identification with the appropriate badging shall be required of all CITY employees to receive this benefit. This identification shall be displayed to the VIA operator at the time of boarding as well as at any time requested by the operator.

4.02 To renew this agreement annually under Section 2.02, CITY shall notify VIA on or before December 1<sup>st</sup> of each year how many EZ Rider Program stickers it will purchase for the next calendar year. Stickers shall have identifying markings distinguishing that year's sticker from any previously issued under this Agreement.

4.03 CITY shall be solely responsible for distribution of any and all stickers to its employees for each year of this Agreement.

4.04 Attached as Exhibit "A" are the parameters controlling implementation of VIA's EZ Rider Program, said Exhibit "A" being incorporated herein for all purposes. The Parties agree that to the extent a conflict exists between this Agreement and Exhibit "A," this Agreement shall control.

### **ARTICLE V** **SERVICES AND PAYMENT**

5.01 The Parties agree to allocate sufficient funds for the salaries, supplies, equipment, capital expenditures and all other expenses necessary for the effective operation and administration of services provided under this Agreement. This Agreement, however, shall terminate in the event sufficient funds are not appropriated by the Parties to meet their obligations herein Furthermore,

it is agreed and understood that payment for performance under this Agreement shall be made from current revenues available to the paying Party.

5.02 It is agreed and understood that the CITY has determined that it will offer an annual pass to its downtown employees while supplies last, excluding those city employees who are also licensed peace officers in the State of Texas. Based on this determination, for calendar year 2014, the CITY hereby notifies VIA that it will purchase three thousand five hundred seventy-one (3,571) stickers. Based on the 2014 EZ Rider Program that was approved by VIA's Board of Trustees, CITY agrees to and shall pay \$56.00 for each sticker for a total of cost of ONE HUNDRED NINETY NINETHOUSAND NINE HUNDRED SEVENTY SIX and No/100 Dollars (\$199,976.00).

5.03 Payment of 50% of the amount agreed to for services as set out in Section 5.02 of this Agreement shall be made before annual passes will be issued to CITY. The remaining 50% of the amount is due on or before March 1<sup>st</sup>. Payment shall be made to VIA Metropolitan Transit, Fiscal Management, 800 West Myrtle, P.O. Box 12489, San Antonio, Texas 78212. Once the first 50% payment is received, VIA will issue the appropriate number of annual passes in the form of stickers. Once the stickers are issued, there shall be **NO REFUND** of any amounts paid by CITY.

5.04 VIA agrees to and shall review the cost of service under the EZ Rider Program on a yearly basis. VIA will provide CITY with the Board approved rate on or before November 15<sup>th</sup> each year. If the CITY determines not to renew the Agreement, this Agreement shall terminate at 11:59 p.m. December 31<sup>st</sup> of the then current year and neither Party will have any further duty or obligation under this Agreement.

#### **ARTICLE VI** **TEXAS LAW TO APPLY**

6.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

#### **ARTICLE VII** **LEGAL CONSTRUCTION**

7.01 If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalid, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **ARTICLE VIII** **AMENDMENTS**

8.01 No amendment, modification or alteration of the terms hereof shall be binding unless in writing and dated subsequent to the date of this Agreement.

#### **ARTICLE IX** **AUTHORITY**

9.01 The individual signing this Agreement hereby warrants and represents that they are fully

authorized and empowered to bind the party they represent, to this Agreement.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL  
FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2013.

**CITY OF SAN ANTONIO**

**VIA METROPOLITAN TRANSIT**

BY: \_\_\_\_\_  
SHERYL SCULLEY  
City Manager

BY: Priscilla Ingle  
PRISCILLA INGLE  
Vice-President

**ATTEST:**

BY: \_\_\_\_\_  
City Clerk

**ATTACHMENTS:**

Exhibit "A" 2014 EZ Rider Program Policies and Procedures

**EXHIBIT A**  
**2014 EZ Ride Program**  
**Policies and Procedures**

Through the EZ Ride program, employers provide annual bus passes to their employees. The pass provides unlimited rides on all of VIA's mainline bus and streetcar service. It is not valid for Special Event, VIAtrans, Starlight, Vanpool or any other special VIA services.

The EZ Ride annual pass is a sticker that must be applied to the front of the employee photo ID. The sticker must be placed on the same side as the employee's photo. This program offers the convenience of using existing photo IDs and not having to manage monthly passes. If an employer does not have a photo ID, VIA can process IDs for them at an additional cost of \$2 per ID.

The EZ Ride sticker is valid for the calendar year identified on the sticker.

The cost of the program varies depending on whether the employer wants to provide transit benefits to all employees or just a select number. The options are:

**Option 1** - Provide annual pass for **all** employees regardless of usage

\_ Pay low cost for every regular, full-time or part-time employee

\_ Amount to be negotiated and approved

\_ An employer must have a minimum of 25 employees in the program in order to participate in this option.

**Option 2** - Provide annual pass for **selected** employees determined by the employer

\_ Pay \$365 per year for each employee you select to be on the program

An employer commits to the program once per calendar year by signing the EZ Ride Program Agreement. VIA will issue new EZ Ride agreements to participating employers every year. Rates are subject to change and employers may update the number of eligible employees at renewal. If an employer signs up initially in the middle of the year, the rate can be prorated by month.

Fifty percent of the total amount of the contract must be paid before the EZ Ride stickers will be issued to the employer. The remaining 50% is due within 60 days of the service start date.

Once the EZ Ride Program agreement is signed by both parties and the first 50% of the amount due is paid to VIA, the employer will receive the EZ Ride stickers for each participating employee. The employer is responsible for properly applying the stickers to the employee IDs. The stickers are not valid unless applied to a participating employee's photo ID.

While employers may arrange employee payroll deductions (amount not to exceed cost), payment to VIA must come from the employer not the employee.

Once the quantity of employees participating is set and paid for, the employer cannot remove participants nor will refunds be issued by VIA. If a participating employee leaves employment, a replacement sticker can be provided to the employer if the original sticker is obtained from the departing employee. An employer may add employees to the program at a prorated rate.

Employers participating in the EZ Ride Program must assign an EZ Ride Coordinator to manage the program with VIA.

There are no direct provisions for VIAtrans service for riders with disabilities. VIA encourages employers to reimburse the cost of employees' trips using VIAtrans.

At this time, VIA is not able to track usage of the EZ Rider passes and will not be able to provide participating employers with counts of employee boardings.

VIA offers this transit benefit annual pass program to employers with the expectation that participating employers will encourage transit use among its employees and work with VIA to



promote the program on-site. Employers are also expected to facilitate distribution of the EZ Ride stickers and help arrange any necessary photo ID sessions.

Companies interested in providing monthly passes to employees instead of annual passes can participate the BusinessPass program. Information on this program can be found at [www.viainfo.net](http://www.viainfo.net) or by calling VIA at 210-362-2377.