



Amendment No. 2
of
Contract No. NA160000099
for
Mobility Challenge
between
Downtown Austin Transportation Management Association
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 1, 2017 to September 30 2018. No options remain
- 2.0 The total contract amount is increased by \$100,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 10/01/15 – 9/30/16	\$100,000.00	\$100,000.00
Amendment No. 1: Option 1 10/01/16 – 9/30/17	\$100,000.00	\$200,000.00
Amendment No. 2: Option 2 10/01/17 – 9/30/18	\$100,000.00	\$300,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name:

Authorized Representative

Mouy Alexander 9/16/17

Mouy Alexander

Signature and Date:

Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office

Linell Goodin-Brown
9-21-17

Downtown Austin Transportation Management
Association
1000 Brazos Street, Ste 100
Austin, TX 78701



Amendment No. 1
of
Contract No. NA160000099
for
Mobility Challenge
between
Downtown Austin Transportation Management Association
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 1, 2016 to September 30 2017. One option remain

2.0 The total contract amount is increased by \$100,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 10/01/15 – 9/30/16	\$100,000.00	\$100,000.00
Amendment No. 1: Option 1 10/01/16 – 9/30/17	\$100,000.00	\$200,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: Molly Alexander 2/13/17
Printed Name: MOLLY ALEXANDER
Authorized Representative

Signature and Date: Linell Goodin-Brown 2-16-17
Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office

Downtown Austin Transportation Management
Association
1000 Brazos Street, Ste 100
Austin, TX 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
DOWNTOWN AUSTIN TRANSPORTATION MANAGEMENT ASSOCIATION ("Contractor")
for
MOBILITY CHALLENGE CONTRACT
CONTRACT NO. NA160000099**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Downtown Austin Transportation Management Association having offices at Austin, Texas 78701 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 Downtown Austin Transportation Management Association Offer, dated February 23, 2016, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to two (2) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$100,000 for the initial Contract term and \$100,000 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

- 1.6.1 N/A

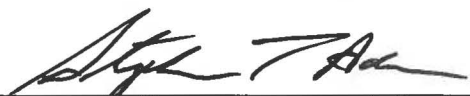
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Stephen T. Aden, Sr.

Printed Name of Authorized Person



Signature

Purchasing Manager Corporate

Title:

4/25/16

Date:

Mobility Challenge Contract

This Contract, having an effective date of October 1, 2015, is by and between the City of Austin, a Texas home-rule municipal corporation ("City"), and Movability Austin ("Movability"), together the "Parties," and each individually, a "Party."

City's is contracting with Movability Austin in an effort to address and solve the congestion issues faced by the residents of Austin. Movability Austin developed the Mobility Challenge, which consists of two phases. The first phase was funded by the Capital Metropolitan Transportation Authority and City, and recruited large private employers to accept the challenge of having 20% of their workforce use alternative mobility options, including ride-sharing, public transit, walking, biking, teleworking, or traveling during off-peak hours, by 2020. The second phase, which is included in this Contract, further engages large private employers by encouraging them to sign a pledge to the Mobility Challenge, and Movability Austin will in turn conduct surveys and interviews in order to develop a three to five year transportation management plan to help them reach the goal of achieving a mode split for sustainable modes for 20% of their workforce.

A. Term. The term of this Contract extends from October 1, 2015 through September 30, 2016 with an option for two annual renewals. Any agreed-upon amendment to this Contract will be in writing and signed by an authorized representative of each party.

B. Services. Movability will deliver a pledge from private companies committing to further the goal of having 20% of their workforce use alternative means of transportation to reduce the traffic congestion in Austin. The performance measures, deliverables, and activities are presented in Exhibit A.

C. Financial Terms.

1. City will pay Movability for services rendered under this Contract in an amount not to exceed \$5,000 for each signed pledge obtained by Movability, for a total Contract amount not to exceed \$100,000.
2. City's payment will be made upon receipt of an invoice tallying all pledges received by Movability within one calendar month. Movability will only submit one invoice per calendar month.
3. Movability will submit invoices to City within sixty calendar days following the end of each calendar month for services provided. City will pay Movability within thirty days of receipt of a complete and accurate invoice. Each invoice will include copies of any and all materials deemed by City, in its reasonable discretion, to support and verify the invoice.

4. Movability will not submit, and City will not pay, any invoice that would cause the total amount paid by City during any annual term of this Contract to exceed \$100,000.

D. Compliance with Laws. Movability agrees to comply with all applicable federal, state, and local laws and regulations in performing and providing services under this Contract. Movability agrees not to discriminate against employees or other persons engaged by it to provide services under this Contract because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or veteran status.

E. Designation of Contract Managers

1. City's Contract Manager for this Contract is Tien-Tien Chan, Principal Planner, City of Austin Transportation Department, 3701 Lake Austin Blvd., Austin, Texas 78703, (512) 974-7939, who will be responsible for oversight of this Contract. City's Contract Manager may meet with Movability to discuss any operational issues or the status of the services or work to be performed.
2. Movability will provide in writing to City's Contract Manager the identity and contact information (i.e., *name, title, phone number*) for its Contract Manager within thirty days of execution of this Contract, and the identified Contract Manager will represent Movability with regard to performance of this Contract and will be the designated point of contact for City's Contract Manager.
3. If either party replaces its Contract Manager, the party will promptly send written notice of the change to the other party. The notice will identify a qualified and competent replacement, and provide contact information.

F. Right to Audit. Movability agrees that the representatives of the Office of City Auditor, or other authorized representatives of City, will have access to, and the right to audit, examine, or reproduce, any and all records of Movability related to the performance under this Contract during normal business hours (Monday – Friday, 8 am – 5 pm, excluding state holidays). Movability will retain all such records for a period of five years after the expiration or early termination of this Contract or until all audit and litigation matters that City has brought to the attention of Movability are resolved, whichever is longer. Movability agrees to refund to City any overpayments disclosed by any such audit.

G. Warranties. Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.

H. Public Information Act. The Parties acknowledge that City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Contract and documents related to this Contract that are in the possession of City or to which City has access are presumed to be public and City may release these records

to the public after the other Party consents to the release unless a mandatory or discretionary exception described in the Public Information Act applies to a document.

I. Termination & Dispute Resolution

1. **Termination for Cause.** In the event of a default by a party, the other party will have the right to terminate the Contract for cause, by written notice delivered by certified mail to the party in default. Unless the party giving notice specifies a different time period in the notice, the Contract is terminated ten calendar days after the date of the notice. During this time period, the party alleged to be in default may cure the default or provide evidence sufficient to prove to the other party's reasonable satisfaction that the default does not exist or will be cured in a time satisfactory to the party alleging the default. In addition to any other remedy available at law or in equity, the party not in default will be entitled to recover all actual damages and direct costs incurred as a result of the other party's default, reasonable court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Each party's rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
2. **Termination for Convenience.** Each party may terminate this Contract for convenience at any time upon providing at least fifteen calendar-day written notice to the other party. On receipt of notice of termination from City, Movability will immediately stop performance of services (unless the notice directs otherwise) and deliver all documents, programs, reports, and materials accumulated in performing this Contract (whether finished or in process) to City's Contract Manager within ten business days. City will pay Movability for all reimbursable costs and obligations incurred up to the date of notice of termination. However, in no event will Movability be entitled to recover any funds for unperformed services. On receipt of termination by Movability, Movability will return all unearned and unencumbered funds to City within fifteen days of Movability's notice of termination for convenience.
3. **Default.** A party will be in default under the Contract if the party fails to fully, timely and faithfully perform any of its obligations under the Contract or fails to provide adequate assurance of performance under subsection 4. Right to Assurance below.
4. **Right to Assurance.** When a party to this Contract in good faith has reason to question the other party's intent to perform, that party may make a written demand on the other party for assurance of the intent to perform. The party who is asked for assurance will have ten business days to provide notice of its assurance of intent to perform. If the party fails to provide the assurance within the required time period, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

J. Miscellaneous

1. Independent Contractors. This Contract will not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the Parties. City and Movability are independent contractors. City will not be responsible for reporting or paying employment taxes or other similar levies for Movability either individually or collectively that may be required by the United States Internal Revenue Service or other State or Federal agencies. Movability agrees and understands that the Contract does not grant to Movability or its employees any rights or privileges established for employees of City.
2. Jurisdiction and Venue. This Contract is made under and will be governed by the laws of the State of Texas, without regard to conflict of laws principles that would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Contract, either administrative or judicial, will be proper in Austin, Travis County, Texas.
3. Force Majeure.
 - a. Each party to this Contract may excuse the failure of the other party to perform its obligations under this Contract if that failure is caused by an event of Force Majeure. Force Majeure means acts and events not within the control of the party, and which the party could not use due diligence to avoid or prevent. Events of Force Majeure include acts of God, strikes, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Force Majeure does not include economic or market conditions that affect a party's cost but not its ability to perform.
 - b. The party invoking Force Majeure will give timely written notice to the other party of the event by facsimile transmission, telephone, or electronic mail. The party will then promptly provide written notice of the Force Majeure in the manner required by this Contract. The party will use due diligence to remedy the effects of Force Majeure as soon as reasonably possible. If a party's performance is delayed by the event of Force Majeure, the Parties will mutually agree to extend the time for the completion of obligations by a period of time reasonably necessary to overcome the effect of the Force Majeure event.
4. Offset of Indebtedness. Movability acknowledges that City has provided notice of Article VIII, Section 1 of the Austin City Charter, which prohibits the payment of any money to any person who is in arrears to City of Austin for taxes, and of §2-8-3 of the Austin City Code concerning the right of City of Austin to offset indebtedness owed to City.

5. Current Revenue. Movability acknowledges that City has provided notice that City's payment obligations to Movability are payable only from funds appropriated and currently available for the purpose of this Contract. City will provide Movability with prompt notice of failure of City to make an adequate appropriation or lack of current revenue for any fiscal year to pay the amounts due under the Contract.
6. Assignment. Neither party may transfer any right or obligation under this Contract without the prior written consent of the other party.
7. Non-Waiver. In no event will any payment by City to Movability, the acceptance or receipt of reports, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Contract constitute or be construed in any way to be a waiver by City of any breach of covenant or default that may then or subsequently be committed by Movability. Neither will such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.
8. Publicity Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for Movability to promote or otherwise describe the project will recognize City as contributor to and include a statement that indicates that the information presented does not officially represent the opinion or policy position of City.
9. No Third Party Beneficiaries. This Contract is not intended to confer any rights upon any other person or entity, including but not limited to any client or employee of Movability.
10. Notices. All notices, demands, and requests required or permitted under this Contract will be in writing and may be given by: (a) hand delivery to the party to be notified; (b) deposit in the United States mail, registered or certified, with return receipt requested, postage prepaid, addressed to the party at the address set forth below; (c) overnight courier of general use in the business community of Austin, Texas; or (d) facsimile correspondence if a facsimile number is provided below and the sending party retains a machine generated confirmation sheet evidencing the time and date of the facsimile transmission. Notice given under this section will be deemed delivered and effective on the earlier of actual receipt or three calendar days following deposit in accordance with the requirements of subsection (b) above, except for (d) above, which will provide the date and time of delivery. For purposes of notice the addresses of the Parties are:

MOVABILITY AUSTIN:

Glenn Gadbois
Executive Director
Movability Austin
Downtown Austin Transportation
Management Association
P.O. Box 684333
Austin, TX 78768-4333
512 320 9966

With a copy to:

Jim Pledger
Chair, Board of Directors
100 Congress Avenue, #1100
Austin, Texas 78701
512 236 2243

CITY:

Tien-Tien Chan, Principal Planner
City of Austin
Transportation Department
3701 Lake Austin Blvd
Austin, Texas 78703

With copy to:

Pharr Andrews, Environmental Program
Coordinator
City of Austin
Transportation Department
3701 Lake Austin Blvd.
Austin, Texas 78703

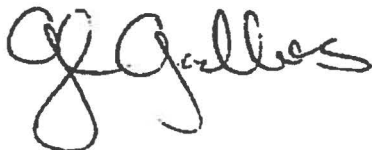
11. Entire Contract. This Contract, together with the exhibits listed below, constitutes the entire Contract between the Parties with regard to the subject matter of this Contract. The Parties agree that any prior contract, assertion, statement, understanding, or other commitment prior to or contemporaneous with this Contract, whether written or oral, will have no force or effect whatsoever; nor will any contract, assertion, statement, understanding, or other commitment occurring during the term of this Contract, or subsequent thereto, have any legal force or effect unless signed by both Parties.
12. Rights to Proposal and Contractual Material. All material submitted by Movability to City will become property of City upon receipt. Any portions of such material claimed by Movability to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
13. Claims. If any claim, demand, suit, or other action is asserted against Movability which arises under or concerns the Contract, or which could have a material adverse effect on Movability's ability to perform hereunder, Movability will give written notice thereof to City within ten calendar days after receipt of notice by Movability. Such notice to City will state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice will be delivered personally or by mail and will be sent to City and to the City Attorney. Personal delivery to the City Attorney will be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery will be to P.O. Box 1088, Austin, Texas 78767.

14. Gratuities. The City may, by written notice to Movability, cancel the Contract without liability if it is determined by City that gratuities were offered or given by Movability or any agent or representative of Movability to any officer or employee of City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by City pursuant to this provision, City will be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Movability in providing such gratuities.
15. Waiver. No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either Movability or City of any one or more events of default by the other party will operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
16. Modifications. The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Movability invoice, order or other document will have any force or effect to change the terms, covenants, and conditions of the Contract.
17. Interpretation. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their Contract. No course of prior dealing between the parties or course of performance or usage of the trade will be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition will control, unless otherwise defined in the Contract.
18. Invalidity. The invalidity, illegality, or unenforceability of any provision of the Contract will in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision will be deemed severed from the Contract and the balance of the Contract will be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section will not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

[signature pages follow]

MOVABILITY AUSTIN:

Signature:



Glenn Gadbois
Executive Director

Date: February 23, 2016

CITY OF AUSTIN:

Signature:


Robert Goode
Assistant City Manager

Date: 2/29, 2016

EXHIBIT A

Scope of Work Template

Description: Mobility Challenge Services

1.0 Purpose

The purpose of this contract is to document the services Movability Austin will be providing for Mobility Challenge 2015/2016.

2.0 Background

The Mobility Challenge initially started by Movability Austin and other partners in 2012 and 2013 as an experiment engaging the private sector in voluntarily solving congestion issues by emphasizing business performance and resiliency as the outcome.

In 2014, Movability Austin developed a pilot program (Phase I) to engage the private sector more formally in solving congestion issues by targeting the largest employers in the region and taking them through an assessment and planning process funded by the Capital Metropolitan Transportation Authority and The City of Austin. The Mobility Challenge recruited employers to accept the challenge of having 20% of its employees using mobility options (ride-sharing, taking public transit, walking, biking, teleworking, or arriving off-peak) by the year 2020. Phase I was approved by City Council (see documentation in Appendix).

The 2015 Mobility Challenge is Phase II of this program. Phase II of this program kicked off with a Mayor's Breakfast where Mayor Adler challenged the executives of ~50 companies in Austin to pledge to the challenge.

3.0 Tasks/Requirements

3.1 Contractor's Responsibilities

Movability Austin will engage with companies in the City of Austin and encourage them to pledge to the Mobility Challenge. The pledge document each company will sign will clearly outline the commitment Movability Austin makes to the company and the specific deliverables. See Attachment A for pledge language. With each pledge signed by the company and submitted by Movability Austin to Austin Transportation Department (ATD) for payment, Movability Austin is committing to completing and delivering the outlined deliverables in the pledge. For companies who pledge, Movability Austin will help each company achieve the 20% goal by:

- Assisting the company in conducting baseline commute survey to understand existing travel patterns of the employees*
- Conducting interviews with key executives and staff*
- Developing a three to five year transportation demand management plan tailored to the company to help achieve the goal*

3.2 City's Responsibilities

The City of Austin (ATD) will commit to reviewing pledge documents and make timely payment to Movability Austin based on the payment schedule/outline described in 4.0.

4.0 Deliverables/Milestones

Payment to Movability Austin will be triggered by submission of each pledge. Payment amount per pledge is \$5,000. To meet the qualifications for an approved pledge, the pledge must be:

- 1. Signed by an executive-level employee of the company*
- 2. Signed by a company who has not received a Movability report during the pilot phase (2014 - 2015)*
- 3. From a company within the City of Austin's geographic boundaries.*
- 4. Included as back-up documentation supporting any invoices submitted to ATD*

This scope of work will be valid for FY2016 (10/1/15 – 9/30/16) with an option for two annual renewals for FY2017 and FY2018. The maximum payment to Movability Austin per fiscal year is \$100,000. Movability Austin will submit invoices on a quarterly basis to the City of Austin.

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Signed pledge	Pledge signed by an executive-level employee at company	Throughout course of contract	Review and approval by ATD staff	3.1

5.0 Appendices/Exhibits

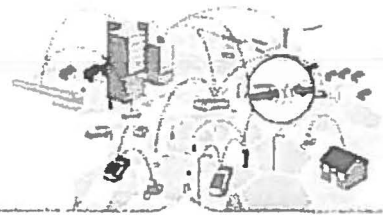
Appendix A: Pledge Form

Appendix B: Phase I Documentation

EXHIBIT B

2015 Mobility Challenge

Pledge Form



My Pledge: My organization accepts the challenge of ensuring that at least 20% of our employees use sustainable mobility options (by 2020) so the transportation system we have can work better for everyone.

To support the successful participation, my organization will:

- **Provide Point of Contact:** Assign a point of contact to lead our efforts and interface with the Mobility Challenge consulting team.
- **Conduct a Survey:** Administer a commute survey utilizing the template provided [<http://www.mobilitysolution.org/toolkit/>]. I may also choose to have Mobility Challenge consulting team administer the survey on my behalf. I will encourage all employees to respond to the survey as actual responses will serve as the basis for certifying our level of employees using mobility options.
- **Develop a Mobility Plan:** In partnership with Mobility Challenge consulting team, develop a Mobility Plan that outlines a 3-5 year strategy to expand sustainable mobility options for all our employees. The Mobility Plan will document baseline commute mode split, existing mobility options, and mobility options to be implemented in the future.
- **Participate In Mobility Week:** Participate in Mobility Week (November 2-6) to promote use of all mobility options available to our employees, potentially pilot a new program if feasible, and track employee participation during that week.
- **Participate in annual Mobility Certification process:** Conduct an annual commute and update the Mobility Plan to document latest commute mode split and implementation progress on mobility strategies. Participation earns our company a Mobility certificate recognizing our efforts.

Mobility Challenge Pledge: To support your integration of sustainable mobility as a business strategy, we (Movability Austin) will provide:

- **Consulting:** At no cost to your company, Mobility Challenge consulting team can provide one-on-one support with expertise on commute solutions, telework, alternative work schedules, and business strategy planning to incorporate mobility solutions into a 3-5 year long-term Mobility Plan provided to you to track annual progress.
- **Toolkit/Training:** A mobility toolkit will be available to you, which provides all the basic resources to build effective mobility programs, including training webinars.
- **Recognition:** Public recognition for your achievement may include, but will not be limited to: media events, news articles, social media spotlights, and the annual tiered Mobility Certificate (10, 20, 30, 40, 50+) to recognize your company's progress.
- **Networking:** Access to an active network of organizations working toward the same mobility goals, leading to opportunities to learn from other experiences and leverage resources.

I pledge to join the 2015 Mobility Challenge (sign, scan, & email to Glenn@MovabilityAustin.org)

Signature: _____

Name of Executive Authorized to Sign: _____

Company Name: _____

Primary Contact Name: _____

Email: _____

Phone: _____





MEMORANDUM

TO: Robert Goode, Assistant City Manager
FROM: Sandra Kim, Assistant City Attorney *SK*
DATE: February 24, 2016
RE: Mobility Challenge

Please find attached for your signature a copy of the Mobility Challenge Contract between the City and Movability Austin. This agreement provides the terms by which Movability Austin will solicit pledges from large private employers in order to achieve alternative modes of transportation for 20% of their workforce.

Council approved the negotiation and execution of this agreement on December 17, 2015. This agreement is approved as to legal form and is within your authority to sign.